WA LITIGATION GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
a corporation, herein called the Company

Guarantee No.: G-6328-000027480 **Liability:** $ 138,800.00 **Fee:** $ 660.00

Order No.: 25-41203-VTE **Dated:** August 8, 2025

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE.

GUARANTEES

herein called the Assured, against loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the date stated below,

1. The title to the herein described land was vested in the vestee named, subject to the matters shown as Exceptions herein, which Exceptions are not necessarily shown in the order of priority;

All subject, however, to the exclusions from coverage, the limits of liability and the other provisions of the Conditions and Stipulations hereto annexed and made a part of the Guarantee.

Signed under seal for the Company, but this Guarantee is to be valid only when it bears an authorized countersignature.

Countersigned by:

Authorized Countersignature

Vista Title and Escrow, LLC
Company Name

201 W. North River Drive
Suite 205
Spokane, WA 99201
City, State

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this Guarantee mean:
   (a) "land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
   (b) "public records": those records which impart constructive notice of matters relating to said land;
   (c) "date": the effective date;
   (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company;
   (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
2. **Exclusions from Coverage of this Guarantee** – The Company assumes no liability for loss or damage by reason of the following:
   (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
   (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
   (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
   (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.
3. **Prosecution of Actions** –
   (a) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision thereof.
   (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.
4. **Notice of Loss - Limitation of Action** – A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.
5. **Options to Pay, Settle or Compromise Claims** – The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness and the mortgage to the Company upon payment of the purchase price.
6. **Limitation of Liability** – **Payment of Loss** –
   (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of liability stated on the face page thereof.
   (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.
   (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
   (d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
   (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.
7. **Subrogation Upon Payment or Settlement** – Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.
8. **Guarantee Entire Contract** – Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.
   No provision or condition to this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.
9. **Notices, Where Sent** – All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.
10. **The fee specified on the face of this Guarantee is the total fee for title search and examination and for this Guarantee.**

LITIGATION GUARANTEE

Issued by
STEWART TITLE GUARANTY COMPANY
a corporation, herein called the Company

SCHEDULE A

Prepared by: Vista Title and Escrow LLC, 602386172
Order Number: 25-41203-VTE
Date of Guarantee: August 8, 2025
Amount of Liability: $138,800.00
Total: $720.06

Guarantee No.: 000027480
Premium: $660.00
Sales Tax: $60.06

1. Name of Assured:
   Spokane County Treasurer

2. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:
   Fee

3. Title to said estate or interest at the date hereof is vested in:
   Daphne Picard, as a separate estate

4. The land referred to in this Guarantee is situated in the State of Washington, County of Spokane and is described as follows:
   See attached Exhibit "A".

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE.

SCHEDULE B

Order Number: 25-41203-VTE Guarantee No.: 000027480

GENERAL EXCEPTIONS FROM COVERAGE

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

2. Taxes or assessments which are not shown as existing liens by the record of any taxing authority that levies taxes or assessments on real property or by the Public Records.

3. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

4. Easements, claims of easement or encumbrances which are not shown by the Public Records.

5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Record.

6. (A.) Unpatented mining claims; (B.) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C.) water rights, claims or title to water; whether or not the matters excepted under (A), (B) & (C) are shown in the Public Records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.

7. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

8. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.

9. General and Special Taxes and any Assessments. No search has been made thereof.

10. Any unpaid assessments or charges, and liability for further assessments or charges by: the County of Spokane.

11. Deed of Trust and the terms and conditions thereof:
    Grantor: Patrick L. Coleman, a married man and his sole and separate property
    Trustee: Transnation Title Company
    Beneficiary: Darrel E Marks and Donna P Marks, Trustees of the Marks Living Trust dated November 21, 2001
    Amount: $47,000.00
    Dated: September 17, 2003
    Recorded: October 2, 2003
    Recording No.: 4974363 in the official records

    NOTE: THIS DEED OF TRUST SECURES AN EQUITY LINE OF CREDIT AND/OR REVOLVING LOAN. IN ORDER TO INSURE, THE COMPANY REQUIRES EITHER (A) SATISFACTORY EVIDENCE FROM THE LENDER THAT THE ACCOUNT HAS BEEN FROZEN OR CLOSED OR (B) EVIDENCE THAT ESCROW HAS SUBMITTED TO THE LENDER A LETTER SIGNED BY ALL BORROWERS ON THE ACCOUNT. THIS EVIDENCE MUST BE SUBMITTED TO THE COMPANY PRIOR TO THE RECORDING.

    Note: No release or reconveyance of record found

    Appointment of Successor Trustee:
    Appointed: James F Olson, Attorney at Law
    By: Transnation Title Insurance Company

Recorded: April 24, 2012
Recording No.: 6086523 in the official records

12. Pending action in Spokane County:
    Superior Court Cause No.: 25-2-01607-32
    Being an action for: Tax Lien Foreclosure
    Plaintiff: Spokane County, a Political Subdivision of the State of Washington
    Defendant: Defender Homes Airway Heights, LLC
    Attorney for Plaintiff: Lawrence Haskell
    Telephone No.: 509-477-5764

13. A Lis Pendens of said action was recorded on July 1, 2025 under Recording No. 7425520.

14. If the herein described property consists of the dwelling in which the owner resides, such premises cannot be conveyed or encumbered unless the instrument is executed and acknowledged by both spouses/domestic partners, if said owner is a married person/registered domestic partner, pursuant to RCW 6.13.

    If the owner is unmarried the forthcoming instrument should so recite.

15. Easement and the terms and conditions thereof:
    Purpose: Communications
    Recorded: June 19,1940
    Recording No.: 444577A in the official records

16. Easement and the terms and conditions thereof:
    Purpose: Right of Way
    Recorded: December 12, 1951
    Recording No.: 70781B in the official records

17. Covenants, conditions, restrictions and reservations, but deleting any covenant, conditions, or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (C), and any amendments thereto:
    Recorded: January 25, 1972
    Recording No.: 599324C in the official records

    Amendment and/or modification by instrument:
    Recorded: May 9, 1974
    Recording No.: 7405090286 in the official records

18. Terms and conditions of survey recorded October 14, 2020 under Recording Number 6981061 in the official records .

19. Restrictions, easements, dedications and delineated matters, but deleting any covenant, conditions, or restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604 (C), contained on the face of the Plat of R and E Addition in the official records as recorded in Volume 9 of Plats, Page(s) 72, and any amendments thereto.

End of Special Exception

INFORMATIONAL NOTES

1. The legal description contained herein has been derived from information submitted with the application and as available from the record title. Said description should be carefully reviewed to assure it meets the intentions of the parties to this transaction.

2. Any maps, plats or surveys attached to this commitment are provided solely for informational purposes and to assist in locating the property with reference to streets and other parcels. While it is believed to be correct, Vista Title and Escrow, LLC assumes no liability for any loss occurring by reason of reliance thereon.

3. This office conforms to the Federal Privacy Laws. Please see attached Privacy Policy Notice.

4. Abbreviated Legal Description: Lot 6 in Block 3 of R and E Addition

5. Recording fees charged by the county will be billed as follows: Deeds of Trust are $304.50 for the first page and $1.00 for each page thereafter. Deeds are $303.50 for the first page and $1.00 for each page thereafter.

6. In the last 36 months the following documents that affect title to the herein described property have been recorded: NONE

   The Vestee(s) herein acquired title by Deed recorded June 9, 2021, under Recording No. 7085851 in the official records .

   The record discloses no conveyances of the property herein described since said deed.

7. THIS PROPERTY MAY BE SUBJECT TO A CHARGE BY SPOKANE COUNTY FOR SEWER CONSTRUCTION, REFERRED TO AS A CAPITAL FACILITIES RATE (CFR). THIS CHARGE IS IN ADDITION TO THE MONTHLY CHARGE FOR SEWER SERVICES. PLEASE CONTACT THE DIVISION OF UTILITIES BILLING SECTION FOR INFORMATION (509) 477-3604.

8. Said necessary parties (other than those having a claim or interest by reason of matters shown in Exceptions) to be made defendants in said action to be brought by the plaintiff, are as follows:

   Darrel & Donna Marks
   15109 N Little Spokane Dr
   Spokane, WA 99208

   James F Olson
   8414 N Wall Street
   Spokane, WA 99208

9. The name of a newspaper of general circulation for the publication of a notice of sale:
   The Spokesman Review
   Spokane Valley News Herald
   Cheney Free Press

EXHIBIT A

Order Number: 25-41203-VTE Guarantee No.: 000027480

PROPERTY DESCRIPTION:

Lot 6 in Block 3 of R and E Addition, according to the plat thereof recorded in Volume 9 of Plats, Page(s) 72, records of Spokane County, Washington.

Situate in the County of Spokane, State of Washington.

06/09/2021 01:53:58 PM 7085851
Recording Fee $105.50 Page 1 of 3
Warranty Deed FIRST AMERICAN TITLE INSURANCE COMPANY
Spokane County Washington

When recorded return to:

Daphne Picard
14615 North Cuba Street
Mead, WA 99021

STATUTORY WARRANTY DEED

3743398

Legal Description (abbreviated): LOT 6, BLK 3, R AND E ADD., VOL. 9, P. 72, SPOKANE COUNTY

THE GRANTOR(S) **Terry Way and Carlene Way, husband and wife**, for and in consideration of Ten Dollars and other good and valuable consideration, in hand paid, conveys, and warrants to **Daphne Picard, an unmarried woman** the following described real estate, situated in the County Spokane, State of Washington:

LOT 6, BLOCK 3, R AND E ADDITION, AS PER PLAT RECORDED IN VOLUME 9 OF PLATS, PAGE 72; SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.

Tax Parcel Number(s): 37344.0606

Subject to matters described on Exhibit "A" hereto.

Dated: June 6, 2021

Terry Way

Carlene Way

6/9/2021 20210609082
LWL $2,437.00

State of Washington)
) ss.
County of Spokane)

This record was acknowledged before me on June 8, 2021 (date) by Terry Way and Carlene Way.

Melissa A Stone
Notary Public in and for the state of Washington
My commission expires: 10/24/23

NOTARY PUBLIC
STATE OF WASHINGTON
MELISSA A STONE
50729
MY COMMISSION EXPIRES
OCTOBER 24, 2023

EXHIBIT "A"

Subject to:

Any and all offers of dedication, conditions, restrictions, easements, boundary discrepancies or encroachments, notes and/or provisions shown or disclosed by Short Plat or Plat of R and E Addition recorded in Volume 9 of Plats, Page(s) 72.

Easement, including terms and provisions contained therein: Recording Information: 444577A
For: Communication lines

Covenants, conditions, restrictions and/or easements; but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, family status, or national origin to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes: Recording Information: 599324C
Modification and/or amendment by instrument: Recorded: May 09, 1974 Recording Information: 7405090286

Conditions, notes, easements, provisions and/or encroachments contained or delineated on the face of the Survey recorded under Recording No. 6981061.

Taxes for the year 2021 and any further taxes and/or assessments assessed against the property after the recording date of this Deed.

04/24/2012 10:04:44 AM
Recording Fee $15.00 Page 1 of 2
Resign & Appt Of Successor Trustee
Spokane County Washington

6086523
SPOKANE COUNTY TITLE CO

FILED FOR RECORD AT REQUEST OF:

Darrel and Donna Marks
15109 N. Little Spokane Drive
Spokane, WA 99209

SUBSTITUTION OF TRUSTEE

KNOW ALL MEN BY THESE PRESENTS: 2 SM 3375

Patrick L. Coleman, a married man as his sole and separate property is the Grantor, TRANSNATION TITLE INSURANCE COMPANY is the Trustee, and Darrel E. Marks and Donna P. Marks, Trustees of the Marks Living Trust dated November 21, 2001, is Beneficiary, under that certain Deed of Trust dated September 17, 2003, and recorded on October 2, 2003, under Recording No. 4974363 of the records of Spokane County, Washington.

Whereas, the undersigned does hereby appoint James F. Olson, Attorney at Law, as Trustee to serve in all ways in place and stead of the prior trustee.

Now, therefore, upon recordation, James F. Olson, the designated successor Trustee, whose address is 8414 N. Wall Street, Spokane, WA 99208, shall succeed to all the powers, duties and title of the former Trustee.

Darrel E. Marks
DARREL E. MARKS
Trustee

Donna P. Marks
DONNA P. MARKS
Trustee

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me Darrel E. Marks ~~and Donna P. Marks~~, to me known to be the persons who executed the within and foregoing instrument, and acknowledged that ~~they~~ he signed the same as Trustees of the Marks Living Trust, utd September 17, 2003, and as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and seal this 2nd day of ~~March~~ April, 2012.

Jacquelyn M. Tarter
NOTARY PUBLIC in and for the State of Washington, residing at Spokane
My commission expires: 10/9/2015

JACQUELYN M. TARTER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
OCTOBER 9, 2015

JACQUELYN M. TARTER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
OCTOBER 9, 2015

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this day personally appeared before me ~~Darrel E. Marks and~~ Donna P. Marks, to me known to be the persons who executed the within and foregoing instrument, and acknowledged that ~~they~~ she signed the same as Trustees of the Marks Living Trust, utd September 17, 2003, and as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and seal this 5th day of ~~March,~~ April 2012.

Jacquelyn M Tarter

JACQUELYN M. TARTER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
OCTOBER 9, 2015

NOTARY PUBLIC in and for the State of Washington, residing at Spokane
My commission expires: 10/9/2015

07/15/2019 01:15:20 PM 6822194
Recording Fee $101.50 Page 1 of 1
Warranty Deed ALLEGRO ESCROW
Spokane County Washington

ALLEGRO ESCROW
12423 E BROADWAY AVE
SPOKANE VLY, WA 99216
#21366

Statutory Warranty Deed
(FULFILLMENT)

Reference Numbers of Related Documents: 5269952 9/2/05

THE GRANTOR(S) Darrel E. Marks and Donna P. Marks, Trustee of the Marks Living Trust

for and in consideration of **payment in full of real estate contract fulfillment of Real Estate Contract** in hand paid, conveys and warrants to **Terry Way and Charlene Way, husband and wife** the following described real estate, situated in the County of **Spokane**, State of Washington:

Lot 6, Block 3, R & E Addition, as per plat recorded in Volume 9 of Plats, Page 72;

Situate in the County of Spokane, State of Washington
Assessor's Property Tax Parcel/Account Number(s): 37344.0606

Subject to:

This deed is given in fulfillment of that certain real estate contract between the parties hereto, dated **August 31, 2005** and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Excise Tax was paid on this sale or stamped exempt on 9-2-05 Rec. No. 200518364.

Dated:

TRUSTEE
Darrel E Marks
Darrel E. Marks, Co-Trustee

Donna P. Marks, Trustee
Donna P. Marks, Co-Trustee

State of Washington
County of Spokane } ss.

I certify that I know or have satisfactory evidence that Darrel E. Marks, Co-Trustee Donna P. Marks, Co-Trustee , is/are the person(s) who appeared before me, and said person(s) acknowledged that (he/she/they) signed this instrument and acknowledged it to be (his/her/their) free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 8/30/05

Notary Public in and for the State of Washington
Residing at Gmile Falls
My appointment expires 6/6/08

PAMELA A. WISE
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES 6-6-08

State of Washington } ss.

LPB-11

R. E. Excise Tax Exempt
Date 7/15 20 19
Spokane County Treas.
By

VISTA
TITLE & ESCROW

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

PLAT #1938

R. and E. ADDITION

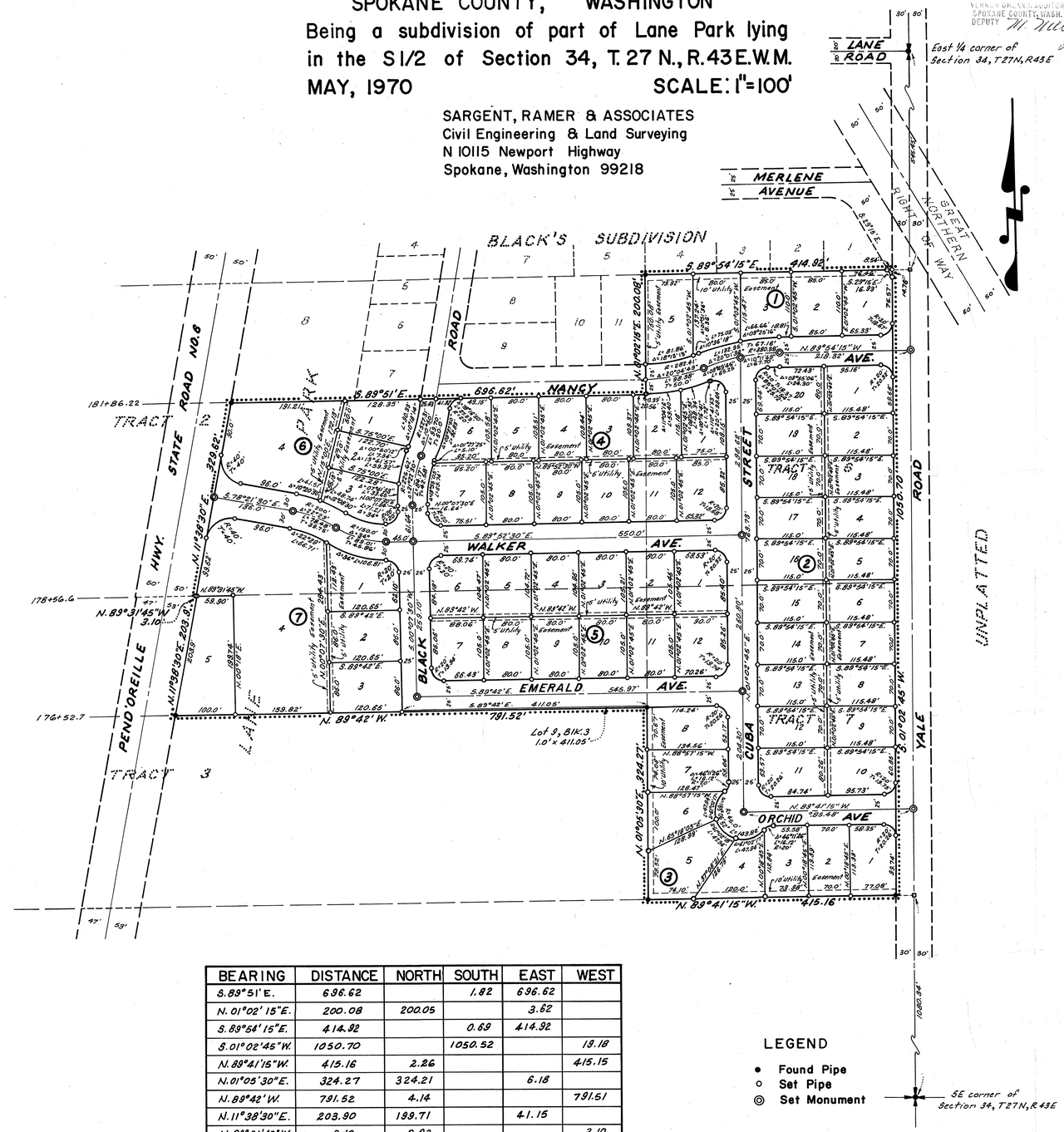
SPOKANE COUNTY, WASHINGTON

Being a subdivision of part of Lane Park lying in the S1/2 of Section 34, T. 27 N., R. 43 E.W.M.

MAY, 1970 **SCALE: 1"=100'**

SARGENT, RAMER & ASSOCIATES
Civil Engineering & Land Surveying
N 10115 Newport Highway
Spokane, Washington 99218

4897416
PLAT BOOK 9 PAGE 72 PLAT # 1938
FILED OR RECORDED R & E Development Co.
MAY 28 2 50 PM 1970
VERNON OLSON, AUDITOR SPOKANE COUNTY, WASH.
DEPUTY M. Miller
23.50



DEDICATION

Know all men by these presents that R. & E. Developement Co., Inc., a corporation under the laws of the State of Washington has platted into lots, blocks and streets the land shown hereon to be known as R.& E. ADDITION, being a subdivision of a part of Lane Park subdivision to the County of Spokane and State of Washington and being more particularly described as follows:

That part of Tract 2 of Lane Park, as per plat thereof recorded in Volume "R" of Plats, page 16, lying Easterly of Primary State Highway No. 6, EXCEPT the North 200.0 feet thereof, TOGETHER WITH the North 200.0 feet of Tract 3 of said addition, lying Easterly of Primary State Highway No. 6; and TOGETHER WITH Tracts 8 and 7 of said addition; all situated in the South 1/2 of Section 34, T.27N., R43E.W.M., in Spokane County, Washington.

The roads and avenues shown hereon are hereby dedicated to the public for use as public roads forever. Utility easements are hereby reserved in the locations shown hereon for public utility purposes. Lot 4, Block 6 and Lot 4, Block 7 will not be allowed direct access onto Primary State Highway No.6. No more than one mobile home unit will be placed on any on lot, nor shall any lot be further subdivided for the purpose of creating additional lots or building sites without filing a replat.

The platters do hereby agree for themselves, their heirs and/or assigns that Lot 8, Block 3, being one foot wide and lying as shown on the plat, shall be dedicated to the County as General County Property to be deeded for public road purposes forever at such time as the adjacent property is platted. Domestic water will be provided to each lot prior to the sale of that lot.

IN WITNESS WHEREOF, R. and E. DEVELOPMENT COMPANY, INC., a corporation, pursuant to resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by ROY WALKER, its president and by ELBERTA WALKER, its secretary, treasurer, and general manager, and its corporate seal to be hereunto affixed this 19th day of May, 1970.

R. and E. DEVELOPMENT COMPANY, INC.

Roy Walker — ROY WALKER – president

Elberta Walker — ELBERTA WALKER – sec., tres., and gen. mgr.

ACKNOWLEDGEMENT

State of Washington } S.S.
County of Spokane }

On this 19th day of May, 1970, before me personally appeared ROY WALKER and ELBERTA WALKER, to me known to be the president and secretary, treasurer and general manager respectively of R. and E. DEVELOPMENT COMPANY, INC., who executed the within and forgoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, and under oath, stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year in this certificate above written.

Notary Public in and for the State of Washington Residing in Spokane.

SURVEYOR'S CERTIFICATE

I, Richard A. Main, a Registered Land Surveyor, hereby certify that this plat represents a true copy of the official records and survey made under my supervision in May, 1970, and that lot corners and monuments have been set.

Richard A. Main
Registered Land Surveyor

COUNTY ENGINEER

Examined and approved this 27th day of May, 1970.

Spokane County Engineer

COUNTY ASSESSOR

Examined and approved this 27 day of May, 1970.

Wylie Brown Neal Elliott
Spokane County Assessor
-Deputy-

COUNTY PLANNING COMMISSION

Examined and approved this 27th day of May, 1970.

Justine L. Quackenbush by Robert T. Higgins
Spokane County Planning Commission
-Chairman-

COUNTY COMMISSIONERS

Examined and approved this 28 day of May, 1970.

Spokane County Commissioners
-Chairman-

COUNTY TREASURER

I hereby certify that the required taxes on the hereon platted land have been fully paid this 28th day of May, 1970.

Merton L. Howard by M. Morton
Spokane County Treasurer
-Deputy-

COUNTY HEALTH DEPARTMENT

Examined and approved this 26 day of MAY, 1970.

E.O. Plaager M.D. MPH
Spokane County Health Officer
by Edward M. Pickett, R.S. MPH

BEARING	DISTANCE	NORTH	SOUTH	EAST	WEST
S.89°51'E.	696.62		1.82	696.62	
N.01°02'15"E.	200.08	200.05		3.52	
S.89°54'15"E.	414.92		0.69	414.92	
S.01°02'45"W.	1050.70		1050.52		19.18
N.89°41'15"W.	415.16	2.26			415.15
N.01°05'30"E.	324.27	324.21		6.18	
N.89°42'W.	791.52	4.14			791.51
N.11°38'30"E.	203.90	199.71		41.15	
N.89°31'45"W.	3.10	0.03			3.10
N.11°38'30"E.	329.62	322.84		66.51	
TOTALS		1053.24	1053.03	1229.00	1228.94

LEGEND

- Found Pipe
- Set Pipe
- Set Monument

PLAT #1938

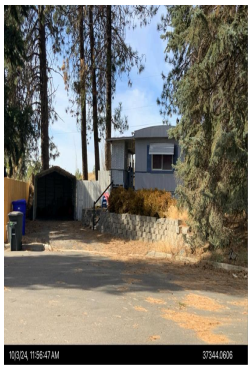
3101790

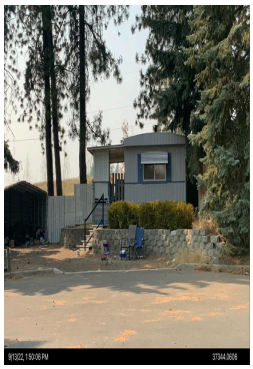
Parcel Information

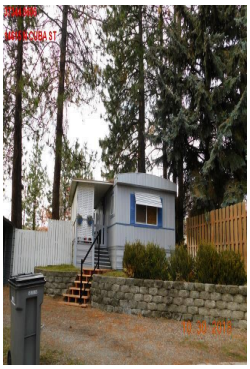
Parcel Number: 37344.0606
Site Address: 14615 N CUBA ST

Data As Of: 8/15/2025

Parcel Image







Owner Name: PICARD, DAPHNE
Address: 14615 N CUBA ST, MEAD, WA, 99021-

Taxpayer Name: PICARD, DAPHNE
Address: 14615 N CUBA ST, MEAD, WA, 99021-

Site Address

Parcel Type	Site Address	City	Land Size	Size Desc.	Description	Tax Year	Tax Code Area	Status
R	14615 N CUBA ST	MEAD	8452.8	Square Feet	18 Other Residential	2025	1200	Active

Assessor Description
R & E ADD L6 B3

Appraisal

Parcel Class	Appraiser	Neighborhood Code	Neighborhood Name	Neighborhood Desc	Appraiser Name	Appraiser Phone
18 Other Residential	**146**	723704	SHEN1	PLAT - SHENANDOAH AREA	Jerry	(509) 477-5945

Under Washington State Law (WAC 458-07-015) The Assessor's office is required to make an exterior observation of all properties at least once every six years.
This property is scheduled for inspection between September 2030 and May of 2031.

Assessed Value

Tax Year	Taxable	Market Total	Land	Dwelling/Structure	Current Use Land	Personal Prop.
2026	122,400	122,400	75,000	47,400	0	0
2025	138,800	138,800	70,000	68,800	0	0
2024	124,500	124,500	57,000	67,500	0	0
2023	121,000	121,000	40,000	81,000	0	0
2022	89,100	89,100	40,000	49,100	0	0

Characteristics

Dwelling/ Structure	Year Built	Gross Living Area	Size	Type	House Type	Roof Material	Heat	Cool	Bedroom*	Half Bath*	Full Bath*
Dwelling	1978	924	NA	SF	92 Single Wide	Metal	Forced hot air-elec	Central air	3	0	2
Residential Shed - Small Utility	2015	NA	64	SF					0	0	0

*** - Room counts reflect above grade rooms only.**

Residential Sq Ft Breakdown	Sq Ft	Extension
1st Floor	924	R01

Features / Structure	Main Floor Size	Size Type
DWELL - Upper Conventional Canopy	240	SF
DWELL - WDDK-R	240	SF

Land Number	Soil ID	Frontage	Depth	Lot(s)
1	RIRR	0	0	1

Sales

Sale Date	Sale Price	Sale Instrument	Excise Number	Parcel
06/08/2021	0.00	Mobile Home	202109083	37344.0606
06/06/2021	152,000.00	Statutory Warranty Deed	202109082	37344.0606
08/30/2005	50,000.00	Real Estate Contract	200518363	37344.0606
08/29/2005	0.00	Mobile Home Title Transfer	200518364	37344.0606
07/17/2005	0.00	Mobile Home Title Transfer	200516045	37344.0606
07/15/2005	0.00	Quit Claim Deed	200518211	37344.0606
09/17/2003	0.00	Quit Claim Deed	200318585	37344.0606
09/17/2003	0.00	Mobile Home Title Transfer	200318584	37344.0606
09/17/2003	47,000.00	Statutory Warranty Deed	200318583	37344.0606
06/18/2002	0.00	Mobile Home Title Transfer	200209437	37344.0606
06/18/2002	43,000.00	Statutory Warranty Deed	200209436	37344.0606
04/10/1978	8,000.00	LAND ONLY SALE		37344.0606
12/27/1977	5,000.00	LAND ONLY SALE		37344.0606

Property Taxes

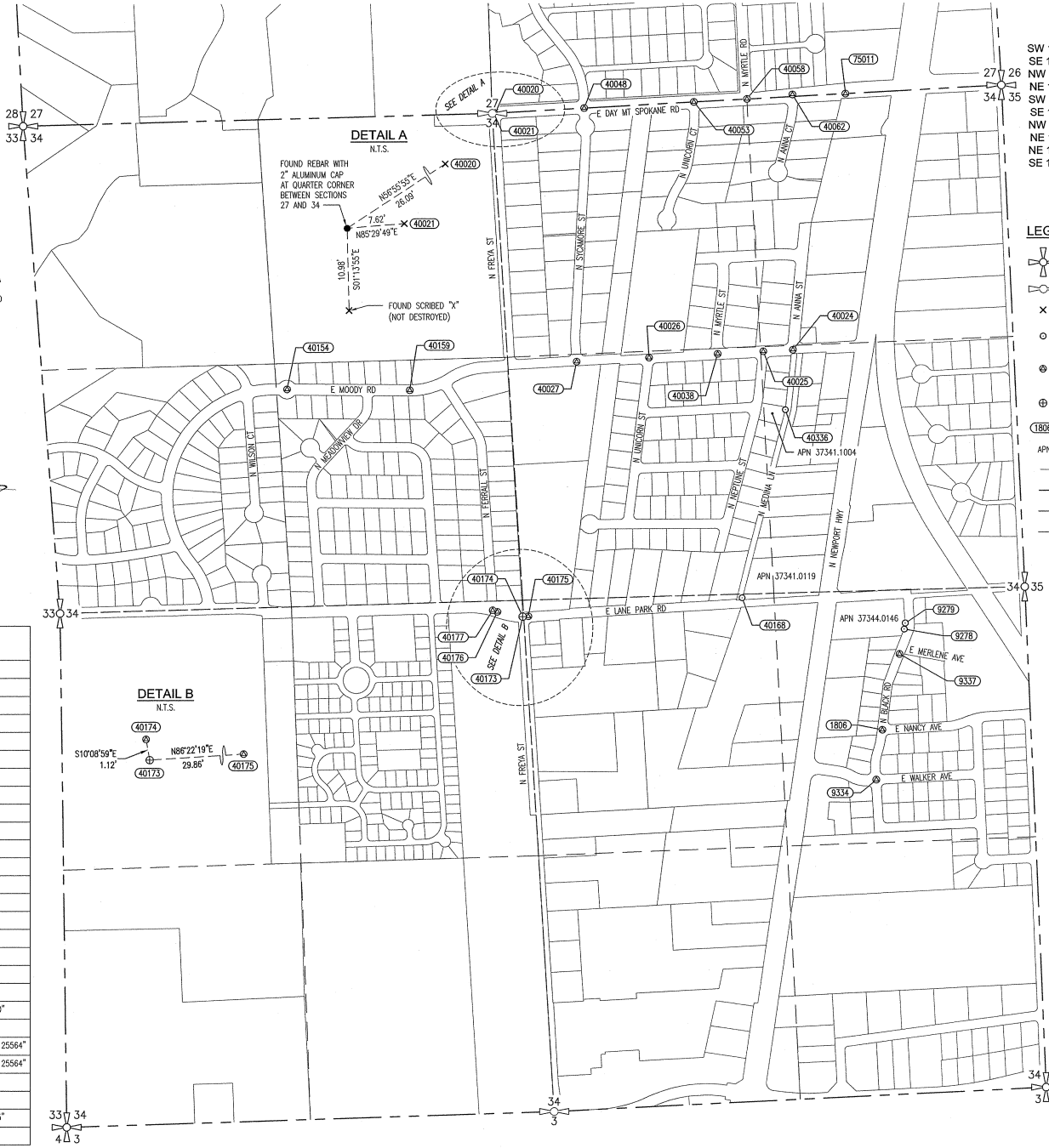
There are special circumstances regarding this parcel. Please call (509) 477-4713 for tax information.

Disclaimer

We are pleased to give you online access to the Assessor's Office and Treasurer's Office property tax and valuation information. While we make every effort to produce and publish the most current and accurate information possible, portions of this information may not be current or correct. Neither Spokane County, the Assessor, nor the Treasurer makes any warranty, express or implied, with regard to the accuracy, reliability, or timeliness of information in this system, and shall not be held liable for losses caused by using this information. Any person or entity that relies on any information obtained from this system, does so at his or her own risk. Please feel free to contact us about any error you discover or to give comments and suggestions. Call the Assessor's Office at (509) 477-3698 or the Treasurer's Office at (509) 477-4713.

RCW 42.56.070 (9) prohibits the release of lists of individuals requested for commercial purposes. The requester expressly represents that no such use of any such list will be made by the user or its transferee(s) or vendee(s). I understand, acknowledge, and accept the statements above, and agree to adhere to the prohibitions listed in RCW 42.56.070 (9).

6981061 182-75



RECORD OF SURVEY

PORTIONS OF:
SW 1/4 SE 1/4 SECTION 27, T27N, R43E, W.M.
SE 1/4 SE 1/4 SECTION 27, T27N, R43E, W.M.
NW 1/4 NE1/4 SECTION 34, T27N, R43E, W.M.
NE 1/4 NE1/4 SECTION 34, T27N, R43E, W.M.
SW 1/4 NE1/4 SECTION 34, T27N, R43E, W.M.
SE 1/4 NE1/4 SECTION 34, T27N, R43E, W.M.
NW 1/4 SE1/4 SECTION 34, T27N, R43E, W.M.
NE 1/4 SE1/4 SECTION 34, T27N, R43E, W.M.
NE 1/4 SW1/4 SECTION 34, T27N, R43E, W.M.
SE 1/4 NW1/4 SECTION 34, T27N, R43E, W.M.
SPOKANE COUNTY, WASHINGTON

SURVEYOR'S NOTES

THE PURPOSE OF THIS SURVEY IS TO SHOW THE MONUMENTS THAT WERE REFERENCED AND REPLACED UPON SUBSTANTIAL COMPLETION OF SPOKANE COUNTY ENVIRONMENTAL SERVICES MEAD-MT. SPOKANE SEWER EXTENSION PACKAGE 1 – PROJECT NO. 225C. LOCAL PROJECT CONTROL WAS USED TO REFERENCE AND REPLACE THE MONUMENTS SHOWN HEREON.

SEE DNR APPLICATION FOR PERMIT TO REMOVE OR DESTROY A SURVEY MONUMENT, PERMIT NUMBER 7169, AUTHORIZED 8/12/2020, FOR ADDITIONAL INFORMATION.

SECTION, RIGHT OF WAY AND PROPERTY LINES HEREON ARE FROM SPOKANE COUNTY GIS DATA AND ARE SHOWN FOR GRAPHICAL REFERENCE ONLY. THIS DOES NOT CONSTITUTE A BOUNDARY RETRACEMENT SURVEY BY PARAMETRIX AND WE MAKE NO GUARANTEE THAT THE PROPERTY AND RIGHT OF WAY LINES AS SHOWN ARE CORRECT OR ACCURATE.

SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF LARIVIERE, INCORPORATED IN 2020.

DARREL WAYNE CARSTEN, PLS
CERTIFICATE NO. 45152

DARREL WAYNE CARSTEN
STATE OF WASHINGTON
45152
REGISTERED
PROFESSIONAL LAND SURVEYOR

10-12-2020

LEGEND

- CALCULATED SECTION CORNER
- CALCULATED QUARTER CORNER
- SET SCRIBED "X" IN TOP OF CURB
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "CARSTEN, PLS 45152"
- SET 1" BRASS PLUG MARKED "CARSTEN, LS 45152"
- SET 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "CARSTEN, PLS 45152" IN MONUMENT CASE
- (1806) FOUND MONUMENT NUMBER (SEE TABLE)
- APN COUNTY ASSESSOR'S PARCEL NUMBER
- PARCEL LINE
- SECTION LINE
- QUARTER SECTION LINE
- SIXTEENTH LINE

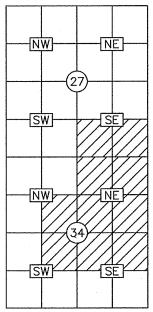
STATISTICS

EQUIPMENT: LEICA TS16 TOTAL STATION AND LEICA GS14 GNSS
METHODOLOGY: FIELD TRAVERSE AND RTK
MEETS OR EXCEEDS SURVEY STANDARD AS PER:
WAC 332-130-050
WAC 332-130-090
WAC 332-130-100
ALL SURVEY WORK OCCURRED BETWEEN JULY 2019 AND JULY 2020.

HORIZONTAL DATUM

HORIZONTAL DATUM FOR THIS SURVEY IS NAD 1983(2011), WASHINGTON STATE PLANE NORTH ZONE COORDINATE SYSTEM, U.S. SURVEY FEET. THE HORIZONTAL DATUM IS BASED ON PUBLISHED INFORMATION FROM WSDOT, POINT DESIGNATION M 25.

POINT DESIGNATION M 25
NORTHING: 306963.130
EASTING: 2498233.996



S.27&34, T.27N., R.43E.

FOUND MONUMENTS TABLE

POINT NO.	NORTHING	EASTING	DESCRIPTION
1806	308440.912	2496331.716	NAIL NAIL W/ WASHER (ILLEGIBLE)
9278	308977.748	2496450.522	REBAR AND CAP MARKED "KITZAN, 33141"
9279	309010.045	2496455.715	REBAR AND CAP MARKED "KITZAN, 33141"
9334	308174.064	2496299.246	ROCK NAIL
9337	308844.936	2496425.455	NAIL W/ WASHER MARKED "SPO"
40020	311745.572	2494284.682	SCRIBED "X" IN TOP OF CURB
40021	311731.958	2494270.418	SCRIBED "X" IN TOP OF CURB
40024	310471.271	2495859.413	NAIL W/ BRASS TAG (ILLEGIBLE)
40025	310462.785	2495701.803	SPIKE W/ WASHER MARKED "SPOKANE CO"
40026	310429.815	2495094.360	3/8" THREADED STEEL ROD
40027	310408.881	2494708.788	5/8" REBAR AND CAP (ILLEGIBLE)
40038	310449.572	2495459.313	PK NAIL
40048	311758.021	2494751.432	RAILROAD SPIKE
40053	311789.557	2495334.785	RAILROAD SPIKE
40058	311805.010	2495617.342	RAILROAD SPIKE
40062	311828.645	2495858.994	PK NAIL
40154	310265.208	2493168.247	1/2" REBAR W/ BROKEN CAP
40159	310258.709	2493820.781	1/2" REBAR W/ BROKEN CAP
40168	309146.181	2495586.921	1/2" REBAR W/ CAP MARKED "LANDTEK, LS 26390"
40173	309046.487	2494419.691	1/2" IRON PIPE (I.D.) IN MONUMENT CASE
40174	309047.593	2494419.493	COTTON GIN SPIKE W/ WASHER "SPOKANE CO. LS 25564"
40175	309048.377	2494449.495	COTTON GIN SPIKE W/ WASHER "SPOKANE CO. LS 25564"
40176	309073.057	2494284.914	1/2" REBAR W/ BROKEN CAP
40177	309081.370	2494260.500	1/2" REBAR W/ NO CAP (BENT)
40336	310151.743	2495818.563	5/8" REBAR W/ CAP MARKED "BENTHIN, LS 13315"
75011	311832.732	2496140.855	3" BRASS CAP MARKED "SPOKANE COUNTY"

	BY	DATE
SURVEYED	KCS	07/2020
DRAWN	JNM	08/2020
CHECKED	DWC	08/2020
APPROVED		
ACCEPTED		

SCALE: 1 = 400'
DATE: SEPT. 2020
DRAWING NUMBER
SP-MMS1-001V-ROS-SPC
SHEET 1 OF 1

Parametrix
ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES
835 N Post, Suite 201 | Spokane, WA 99201
P 509.328.3371
WWW.PARAMETRIX.COM

LARIVIERE, INCORPORATED

SPOKANE COUNTY
ENVIRONMENTAL SERVICES
MEAD-MT. SPOKANE SEWER EXTENSION
PACKAGE 1 - PROJECT NO. 225C

RECORD OF SURVEY

PORTIONS OF SECTION 34 AND THE SE 1/4 OF SECTION 27
TOWNSHIP 27 NORTH, RANGE 43 EAST, WILLAMETTE MERIDIAN
SPOKANE COUNTY, WASHINGTON

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS 14th DAY OF October 2020,
AT 8:57 A.M. IN BOOK 182 OF SURVEYS AT PAGE 75
AT THE REQUEST OF PARAMETRIX.

COUNTY AUDITOR

AUDITOR'S FILE NO. 6981061

Form 7 Rev. 6-51

W.O. 3889-350-x-14

70781 B

BOOK 619 PAGE 696

RIGHT OF WAY EASEMENT

Fred E. Wittstruck and Anna C. Wittstruck, husband and wife

hereby grant..... convey..... and warrant..... to THE WASHINGTON WATER POWER COMPANY, a corporation, its successors and assigns, the right to erect, construct, reconstruct and maintain an electrical distribution line consisting of wires, poles and associated fixtures, to be located over, along and across the following described property in Spokane County, State of Washington to-wit: Tract Two (2); Lane Park Addition in the Southeast Quarter (SE¼) of Section Thirty-four (34), Township Twenty-seven (27) North, Range Forty-three (43) E.W.M., Spokane County, Washington.

It is understood and agreed that said easement covers the right to place one (1) pole on the above described property together with the right of overhang approximately 2 feet east of State Highway #23 in the location as now surveyed and staked thereon.

together with the right to inspect said line and to remove brush and trees that may interfere with the construction, maintenance and operation of the same.

No monetary consideration or consideration of monetary value has been given for the rights herein conveyed.

Witness our hands this 5th day of December, 1951.

Anna C. Wittstruck
Fred E. Wittstruck

FILED FOR RECORD DEC 12 1951 AT 1:42 P.M.
REQUEST OF GRANTEE
FRANK J. GLOVER, SPOKANE COUNTY AUDITOR

STATE OF Washington
County of Spokane } ss.

On this day, before me, the undersigned, a notary public in and for said county and state, personally appeared Fred E. Wittstruck and Anna C. Wittstruck, husband and wife

to me known to be the individuals described in and who executed the within instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 5th day of December A. D., 1951

FRANK A. MILLER NOTARY PUBLIC COMMISSION EXPIRES OCT. 29, 1953 STATE OF WASHINGTON

Frank A. Miller
NOTARY PUBLIC in and for the State of Wash.
residing at Spokane

Ralph Wittman

ENG. DEPT. CONST. DEPT. ATTORNEYS RIGHTS OF WAY SECURED BY

444577A
Easement
Filed Jun 19, 1940 10:27 AM
Req. Grantee
Joe A. Stewart, Aud.
E.Armstrong, Dep.
Rec. ByP.Von-der-Smith,Dep.
COMPARED
WALTMANN & HUNSWICH

Know all men by these presents:

In consideration of Five Dollars ($5.00) receipt whereof is hereby acknowledged, the undersigned hereby grants a perpetual easement to The Pacific Telephone and Telegraph Company, a California corporation, with the right to place, construct, operate andmaintain, inspect, reconstruct, repair, replace and keep clear a pole line with wires, cables, fixtures and appurtenances attached thereto upon, across, over and/or under the following described property situated in SpokaneCounty, State of Washington:

Tract Three (3) of Lane Park Tracts a subdivision of Section Thirty-four, Township Twenty-seven (27), North, Range forty-three (43) EWM. With the further right to cut down and keep cut down all trees and under growth within twenty (20) feet of said pole line.

Grantee shall at all times have the right offull and free ingress to and egress from said property for all purposes herein mentioned, and to remove at any time any or all of the pole line and/or wires, cables, fixtures and appurtenances from the said property, with the understanding that grantee shall be responsible for all unnecessary damage it causes grantor by the exercise of the rights and privileges herein granted.

The rights, conditions and provisions of this easement shall inure to the benefit of an be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

In witness whereof, the undersigned has executed this instrument this 13th day of May, 1940.

Witness:

J. G.O'Neal

Thelma Richter
Olive Perigo
W. J. Perigo
Walter O. Richter

State of Washington)
County of Spokane)ss.

On this day personally appeared before me W. J. Perigo and Olive Perigo, his wife, also Walter O. Richter and Thelma Richter, his wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 13th day of May, 1940.

J. G. O'Neal, Notary Public :
State of Washington :
Commission Expires Mar. 21, 1941 :

J. G. O'Neal, Notary Public
in and for the State of Washington,
residing at Spokane.

Form Approved
Post, Russell, Davis & Paine
By H.V. Davis

1

4974363
Page: 1 of 2
10/02/2003 02:03P
Spokane Co, WA
TRANSNATION, TITLE INS CO DT $21.00

When Recorded Return To:

ADEPT ESCROW
107 EAST MAGNESIUM ROAD
SPOKANE, WA 99208

Filed for Record at Request of:

262861.2

Escrow No. **4031341** **LPB-22**

DEED OF TRUST

(For use in the State of Washington only)

GRANTOR(S): Additional on page:
GRANTEE(S): Additional on page:
TRUSTEE :
LEGAL DESCRIPTION (abbreviated): Additional on page:
ASSESSOR'S TAX PARCEL ID#: **37344.0606**

THIS DEED OF TRUST, made this **Seventeenth** day of **September 2003**, between **PATRICK L. COLEMAN, a married man as his sole and separate property**
, **GRANTOR**, whose address is **14615 NORTH CUBA STREET MEAD, WA 99021**,
TRANSNATION TITLE CO., **TRUSTEE**, whose address is **105 WEST 3RD, SPOKANE, WA 99201**, and **DARREL E. MARKS AND DONNA P. MARKS, TRUSTEES OF THE MARKS LIVING TRUST DATED NOVEMBER21, 2001.**
, **BENEFICIARY**, whose address is **15109 N. LITTLE SPOKANE DRIVE SPOKANE, WA 99208**.

WITNESSETH: Grantor hereby bargains, sells, and conveys to Trustee in trust, with power of sale, the following described real property in **Spokane** County, Washington:

LOT 6 IN BLOCK 3 OF R. & E. ADDITION AS PER PLAT THEREOF RECORDED IN VOLUME 9 OF PLATS, PAGE 72;

SITUATE IN THE COUNTY OF SPOKANE, STATE OF WASHINGTON.
Parcel Number(s): 37344.0606

which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues, and profits thereof.

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of
Forty Seven Thousand And 00/100 Dollars ($ 47,000.00)
with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications, and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, GRANTOR COVENANTS AND AGREES:

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure, or improvement being built or about to be built thereon; to restore promptly any building, structure, or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens, or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any

proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees, and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances, or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1)to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2)to the obligation secured by this Deed of Trust; and (3)the surplus, if any, shall be distributed to the persons entitled thereto.

5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and encumbrancers for value.

6. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Washington is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage.

7. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of an action or proceeding in which Grantor, Trustee, or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

PATRICK L. COLEMAN

State of WASHINGTON
County of SPOKANE } ss.

I certify that I know or have satisfactory evidence that **PATRICK L. COLEMAN** is/are the person(s) who appeared before me, and said person(s) acknowledged that **HE** signed this instrument and acknowledged it to be **HIS** free and voluntary act for the uses and purposes mentioned in this instrument.

DATED: 9/22/03

BECKY A. CAPEHART
Notary Public in and for the State of WASHINGTON, residing at **SPOKANE**
My appointment expires: **02/26/04**

BECKY A. CAPEHART
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
FEBRUARY 26, 2004

BECKY A. CAPEHART
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
FEBRUARY 26, 2004

7405090286

Wal 40549
R+E
The
a/17

AMENDED DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, R & E DEVELOPMENT COMPANY, INC., a Washington corporation, and ROY WALKER and ELBERTA WALKER, husband and wife, owners of the following described real estate, situate in the County of Spokane, State of Washington, to-wit:

> All of R & E ADDITION, according to plat thereof recorded in Volume 9 of Plats, page 72, Spokane County, State of Washington.

hereby amend the Declaration of Protective Covenants dated June 1, 1970, recorded January 25, 1972 as Document No. 5993240, and hereby make the following declarations as to the limitations, restrictions and uses to which the lots constituting said addition may be put, and the undersigned hereby specifies that said Amended Declaration shall constitute covenants to run with all the land as provided by law that shall be binding upon all parties and persons claiming under them and for the benefit of and limitation upon all future owners of said addition. This Amended Declaration of Protective Covenants is designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use as specified herein.

1. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty-five (35) years from the date these amended covenants are recorded, after which time said amended covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the majority of the then owners of the lots has been recorded, agreeing to change said amended covenants in whole or in part.

2. ENFORCEMENT: These restrictions shall operate as covenants running with the land for the benefit of any and all persons who now own or who may hereafter own property in the addition, and such persons are specifically given the right to enforce these restrictions through any proceedings, at law or in equity, against any such person or persons violating or threatening to violate such restrictions, and to recover any damages suffered by them for any violation thereof. the sub-divider and the architectural control committee however, shall have no responsibility whatsoever for the enforcement of any of the provisions herein.

3. SEVERABILITY: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

4. LAND USE AND BUILDING TYPE: All lots shall be used for residential mobile homes, except lots 1 through 5 inclusive, block 1, lot 4, block 6, and lots 4 and 5, block 7, which are reserved by the sub-divider for commercial and business purposes at the option of the sub-divider. As to all lots to be used for residential mobile homes, no structure or building other than a single mobile home shall be permitted on each of said lots and said mobile home shall be manufactured by a nationally known firm or otherwise approved by the control committee. As appurtenant and incidental to the residential use of any mobile home, a patio, canopy and one single or double detached garage or car port, architecturally in

harmony with permanent structure, may be erected on said lot, subject to the limitations herein. The owner of any lot, once construction of a patio, canopy or detached garage is commenced, shall within ninety (90) days thereafter have the patio or canopy completed and in the case of a garage shall have the exterior completely finished and all necessary painting or staining completed. Plans and specifications for such improvements shall be submitted to the control committee and approved as provided in Paragraph 6 hereof. No mobile home less than 12 feet in width and 50 feet in length shall be permitted on any lot used for residential mobile homes. ~~Only two sizes of garages or car ports shall be permitted on any lot.~~ The roof pitch on any garage or car port shall be the same pitch as that of the mobile home located on the lot and shall in no event exceed 2/12 pitch.

5. ARCHITECTURAL CONTROL: No building or structure shall be erected, place or altered on any lot until the construction plans and specifications and a plan showing the location of the structure on the lot have been approved by the control comittee as to quality and workmanship and materials, harmony or exterior design with the existing structures and as to location with respect to topography and finished grade elevation. No fence, hedge or boundary wall abutting on a street shall exceed three feet in elevation above the finished grade surface of the ground upon which such fence, hedge or boundary wall is situated unless similarly approved by the control committee. Approval shall be as provided in Paragraph 6 hereof.

6. CONTROL COMMITTEE: The control committee is composed of ROY WALKER, ELBERTA WALKER and MIKE BASCETTA. A majority of the committee may designate a representative to act for it. In the event of the death or resignation of any member of the committee the remaining member shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power with a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or to restore to it any of its powers and duties. The committee's approval or disapproval as required in these amended covenants shall be in writing. In the event the committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it or if in any event no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

7. NUISANCES AND RULES: No noxious or offensive activities shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All occupants of mobile home shall subscribe to weekly garbage service in the area. In addition thereto all owners of property situated within this plat must conform to such reasonable rules and regulations as the control committee may from time to time adopt for the protection, comfort and convenience of the residents therein.

8. TEMPORARY STRUCTURES: No structure of any temporary character basement, tent, shack, garage, barn or other structure or building shall be placed on any lot at any time as a residence either temporarily or permanently.

9. VEHICLES: No major repair of any motor vehicle or other equipment shall be permitted on any lot in the addition. No storage of any motor vehicles or other equipment, either temporarily or permanent shall be permitted in any lot in the addition, except that one camper and one boat may be stored on each lot. No more than three motor vehicles in operating condition shall be maintained and parked at any one time by any owner of any lot in the addition.

10. ANIMALS: No animals or livestock of any kind shall be raised, bred or kept on any lot in the addition, except that one cat and one dog of miniature breed (not exceeding 12 pounds in weight) may be kept on each lot, provided dogs shall be confined by the owner thereof to it's respective yard.

11. SIGNS: No signs of any kind shall be displayed to the public view on any lot without the approval of the control committee.

12. CHANGE OF RESTRICTIONS: The sub-divider reserves the right to change or cancel any or all of these restrictions, if in its judgment the development or lack of development of this or adjoining property makes this course necessary or advisable.

IN WITNESS WHEREOF, the corporation and individuals have caused this instrument to be executed this 8th day of May, 1974.

Attest:

Elberta Walker
Secretary

R & E DEVELOPMENT COMPANY, INC.

BY Roy Walker
President

Roy Walker
Roy Walker

Elberta Walker
Elberta Walker

STATE OF WASHINGTON)
) ss
County of Spokane)

On this 8th day of May, 1974, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROY WALKER and ELBERTA WALKER, to me known to be the President and Secretary respectively, of R & E DEVELOPMENT COMPANY, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deedof said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed (if any) is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Virginia E. Lewis
Notary Public in and for the State of Washington, residing at Spokane

AMENDED DECLARATION OF
PROTECTIVE COVENANTS

STATE OF WASHINGTON)
) ss
County of Spokane)

On this day personally appeared before me, ROY WALKER and ELBERTA WALKER, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 8th day of May, 1974.

Virginia E. Lewis
Notary Public, in and for the
State of Washington, residing
at Spokane.

FILED OR RECORDED
REQUEST OF TRANSAMERICA TITLE
MAY 9 3 14 PM '74
VERNON W. OHLAND, AUDITOR
SPOKANE COUNTY, WASH.
DEPUTY M Miller
5.00

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PROTECTIVE COVENANTS