



WA LITIGATION GUARANTEE

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

Guarantee No.: G-6328-000027516

Liability: \$ 209,950.00

Fee: \$ 860.00

Order No.: 25-40764-VTE

Dated: August 18, 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


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.**

WA Litigation 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: 25-40764-VTE

Date of Guarantee: August 18, 2025

Amount of Liability: \$209,950.00

Total: \$938.26

Guarantee No.: 000027516

Premium: \$860.00

Sales Tax: \$78.26

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:
The heirs and devisees of Margaret Carr, deceased who acquired title by Deed recorded March 6, 1970 under Auditor's file number 475850C
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: 25-40764-VTE

Guarantee No.: 000027516

GENERAL EXCEPTIONS FROM COVERAGE

1. Rights of claims of parties in possession not shown by the public records.
2. Easements, claims of easements or encumbrances which are not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished imposed by law and not shown by the public records.
5. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
6. (i) Unpatented mining claims; (ii) reservations or exceptions in patents or Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matters described in (i), (ii) & (iii) are shown in the public records; (iv) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
7. Any titles or rights asserted by anyone, including but not limited to persons, corporations, governments, or other entities, to tidelands, or lands comprising the shores or bottoms of navigable rivers, lakes, bays, ocean or gulf, or lands beyond the line of the harbor or bulkhead lines as established or changed by the United States Government, or riparian rights, if any.
8. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.
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 and the City of Spokane Valley and Spokane Water District #3
11. Deed of Trust and the terms and conditions thereof:
Grantor: Margaret Carr
Trustee: Spokane County Community Development Division
Beneficiary: Spokane County
Amount: \$1,775.55
Dated: April 1, 1999
Recorded: April 6, 1999
Recording No.: 4351668 in the [official records](#)

The amount now secured by said Deed of Trust and the terms upon which the same can be discharged or assumed should be ascertained from the holder of the indebtedness secured.

12. Judgment:
Against: Louise Whitten, J. Doe Whitten and Martial community property
In Favor Of: City of Spokane Valley
Amount: \$600.00
Filed: February 1, 2019
Judgment No.: 18-02-02849-8

WA Litigation Guarantee

WARNING: This amount is not to be used as a basis for closing any sale or loan transaction. The amount now owing and the requirements to obtain a satisfaction or release of said judgment must be obtained from the judgment creditor or his attorney.

13. 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
14. A Lis Pendens of said action was recorded on July 1, 2025 under Recording No. 7425520 in the [official records](#) .
15. Certification of Delinquent Sewer Charges and the terms and conditions thereof:
Recorded: March 28, 2019
Recording No.: 6792146 in the [official records](#)
16. Unfit Structure and the terms and conditions thereof:
Recorded: March 26, 2025
Recording No.: 7406137 in the [official records](#)
17. Unfit Structure and the terms and conditions thereof:
Recorded: May 7, 2025
Recording No.: 7414740 in the [official records](#)
18. It is our understanding that Margaret Carr is now deceased, however we find no record of the probate of the estate having been had in Superior Court for Spokane County. The Company, therefore does not insure against the rights of heirs, creditors, or the liability for inheritance tax, if any, or any other matters that a probate of the estate might disclose.
19. It is our understanding that Margaret Carr is now deceased, however we find no evidence of record in Spokane County of a probate of the estate of said decedent. This company will require the following:
 - a. A complete signed and acknowledged Lack of Probate Affidavit.
 - b. A copy of the Community Property Agreement, if such existed, if not it should be noted in the Lack of Probate Affidavit.
 - c. A copy of the Death Certificate.
 - d. A copy of the decedent's will. If decedent did not leave a will, this should be so noted on the Lack of Probate Affidavit.

End of Special Exception

WA Litigation Guarantee

Order Number: 25-40764-VTE

Guarantee No.: 000027516

INFORMATIONAL NOTES

1. 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:

Spokane County, Washington
721 N Jefferson, Room 200
Spokane, WA 99260

City of Spokane Valley
10210 E Sprague Avenue
Spokane Valley, WA 99206

2. 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: 25-40764-VTE

Guarantee No.: 000027516

PROPERTY DESCRIPTION:

PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 25 NORTH, RANGE LLI EAST, W.M., IN SPOKANECOUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID SOUTHEAST QUARTER, 1989.5 FEET NORTH FROM THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER;

THENCE NORTH 89°18' EAST ALONG THE NORTH LINE OF KNOX AVER, 125 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 140 FEET;

THENCE NORTH 89°18' EAST PARALLEL WITH THE NORTH LINE OF KNOX AVENUE, 50 FEET;

THENCE SOUTH 140 FEET;

THENCE SOUTH 89°18' WEST 50 FEET TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE CITY OF SPOKANE VALLEY, COUNTY OF SPOKANE, STATE OF WASHINGTON.



THIS SPACE RESERVED FOR RECORDER'S USE.

475850C

FILED OR RECORDED
REQUEST OF PIONEER NATIONAL TITLE

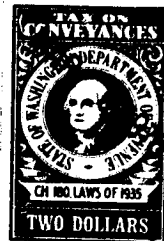
MAR 6 1 57 PM 1970

VERNON OHLAND, AUDITOR
SPOKANE COUNTY, WASH.
DEPUTY

2.00

Bruce

MAR 6 1970



Lip Carr

TO Far West Securities Co.
WEST 825 RIVERSIDE
SPOKANE, WASHINGTON 89200

13- C-47264
2-3

Statutory Warranty Deed

Form L88

THE GRANTOR S CLAUDE A. LIPP and ANNA M. LIPP, husband and wife,

for and in consideration of Ten Dollars and other valuable consideration,

in hand paid, conveys and warrants to MARGARET J. CARR, a single woman,

the following described real estate, situated in the County of Spokane, State of Washington:

Part of the Northwest Quarter of the Northwest quarter of the Southeast Quarter of Section 7, Township 25 North, Range 14 East, W.M., in Spokane County, Washington, described as follows:

Beginning at a point in the West line of said Southeast Quarter, 1989.5 feet North from the Southwest corner of said Southeast Quarter; thence North 89°18' East along the North line of Knox Avenue, 125 feet to the true point of beginning; thence North 140 feet; thence North 89°18' East parallel with the North line of Knox Avenue, 50 feet; thence South 140 feet; thence South 89°18' West 50 feet to the true point of beginning.

SUBJECT TO:

1. Liability to further assessment by Spokane Valley Irrigation District No. 10.
2. Restrictions and easements of record.

Dated this 24th day of February, 1970.

Claude A. Lipp (SEAL)
Anna M. Lipp (SEAL)

STATE OF WASHINGTON, }
County of Spokane } ss.

On this day personally appeared before me CLAUDE A. & ANNA M. LIPP, 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

13th day of March 1970
Notary Public, State of Washington,
residing at
MERTON L. HOWARD Co. Treas.
30442

3rd day of March 1970
Notary Public, State of Washington,
residing at

Return address:
Community Development Division
721 N. Jefferson, Room 200
Spokane, WA 99260



DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on April 1, 1999. The grantor is Margaret Carr, whose address is 8309 E. Knox, Spokane, WA, 99212. The trustee is SPOKANE COUNTY COMMUNITY DEVELOPMENT DIVISION, whose address is 721 N. Jefferson, Room 200 Spokane, WA. 99260. The beneficiary is SPOKANE COUNTY, WASHINGTON, whose address is Spokane County Courthouse, W. 1116 Broadway, Spokane WA. 99260, ("Lender").

m f e Borrower owes the lender the principal sum of One thousand seven hundred seventy five dollars and 55/100---U.S. (\$1,775.55). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provided for payment in full when the real estate described in this DEED OF TRUST is transferred, refinanced, sold or otherwise changes ownership. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications; (b) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Spokane County, Washington:

PARCEL: 45074.9033

LEGAL: 07 25 44 PT OF W ¼ OF NW ¼ OF NW ¼ OF SE ¼ <E50FT OF W 175 FT OF THAT S140 FT ADJ NL KNOX AVE (WOLFLAND BASIN)

which has the address of 8309 E. Knox, Spokane, WA., 99212, located in unincorporated Spokane County, Washington ("Property Address"); together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, minerals, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Borrower covenants that the Borrower lawfully has the right to grant and convey the Property and the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

This security instrument combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. To keep the property in good condition and repair; to permit not 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, 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. HAZARD INSURANCE. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause which names the Lender as insured or Co-Insured. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged. If the restoration or repair is not economically feasible and Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from the Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender



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Spokane Co. WA

may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

4. FLOOD INSURANCE. If the Property is located in a one hundred year FEMA Flood Zone, Borrower shall maintain flood insurance throughout the term of the Loan in an amount not less than the amount of the Loan or the maximum amount of coverage available through the National Flood Insurance Program.
5. To defend any action or proceeding purporting to affect the security hereof or of 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.
6. 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 attorneys fees actually incurred, as provided by statute.
7. CHARGES; LIENS. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay them on time directly to the person owed payment.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

1. agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender;
2. contests in good faith the lien by or defends against enforcement of the lien in legal proceedings which in the lenders opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or
3. secures from the holder of the lien an agreement satisfactory to Lender subordination of the lien to the Security Instrument.

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 thereof as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligations.
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 by 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 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:
 - A) to the expense of sale, including a reasonable Trustee's fee and attorney's fee;
 - B) to the obligation secured by this Deed of Trust;
 - C) 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 such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrances 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 mortgage.
7. In the event of the death, incapacity, or 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 any 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, insures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.
9. Use of Property. The Property is not used principally for agricultural or farming purposes.

BY SIGNING BELOW, Borrowers accept and agree to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Margaret Carr
SIGNATURE

SIGNATURE

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this day personally appeared before me, is Margaret Carr, known to be the individual described in and who executed the within foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of April, 1999.

Denise M. Taitloff
NOTARY PUBLIC in and for the State of Washington, residing at
Spokane County.



Return address:
Community Development Division
721 N. Jefferson, Room 200
Spokane, WA 99260



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Spokane Co. WA

PROMISSORY NOTE

\$1,775.55 *M J C*

April 1, 1999

COUNTY OF SPOKANE, WASHINGTON

FOR VALUE RECEIVED. The undersigned promises to pay to the order of the County of Spokane, the sum of One thousand seven hundred seventy five dollars and 55/100-----(\$1,775.55) *M J C* in the following manner:

This note is a "no interest loan" to the undersigned borrower.

Said sum shall become due and payable when the real estate described in the subject Deed of Trust is transferred, refinanced, sold or otherwise changes ownership.

This note is secured by a Deed of Trust of even date herewith from Margaret Carr, to the County of Spokane, beneficiary, encumbering certain real estate therein described and duly recorded in the Spokane County Auditors Office, Spokane County, Washington. Assessor's Parcel #45074.9033.

The maker and endorser of this note here waives presentment, demand, protest, and notice of dishonor and hereby agrees to remain bound for the payment of this note notwithstanding any extension or extensions of time of payment of it or of any part of it made by agreement with any one or more parties here to either before or after maturity.

The maker or endorser of this note has the right to pay in full the principal sum of this note at any time prior to said sum becoming due and owing, in which case the obligation represented by this note shall be deemed satisfied in full or in part, depending upon the amount of payment made.

In the event the maker or endorser of this note transfers ownership of the property subject to the Deed of Trust before this loan is repaid, the entire remaining balance will become due and payable.

SIGNED

Margaret J Carr

ADDRESS

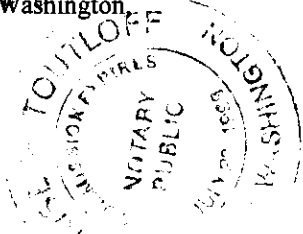
8309 E Knox

STATE OF WASHINGTON)
) ss.
COUNTY OF SPOKANE)

On this day personally appeared before me is Margaret Carr, known to be the individual described in and who executed the within foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of April, 1999.

Debra M. Tully
NOTARY PUBLIC in and for the State of Washington,
residing at Spokane County



**RETURN NAME and ADDRESS**

City of Spokane Valley

10210 East Sprague

Spokane Valley, WA

Please Type or Print Neatly and Clearly All Information**Document Title(s)**

Judgment Summary for Plaintiff

Reference Number(s) of Related Documents

18-02-02849-8

Grantor(s) (Last Name, First Name, Middle Initial)

Carr, Margaret J. Estate of; Whitten, Louise; Whitten, J. Doe; and the Unknown

Heirs and Devisees of Margaret Jean Carr

Grantee(s) (Last Name, First Name, Middle Initial)

City of Spokane Valley

Legal Description (Abbreviated form is acceptable, i.e. Section/Township/Range/Qtr Section or Lot/Block/Subdivision)

07-25-44 PTN OF W1/2 OF NW1/4 OF NW1/4 OF SE1/4 DAF: E50FT OF W175FT OF S140FT

Assessor's Tax Parcel ID Number 45074.9033

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the accuracy and completeness of the indexing information provided herein.

Sign below only if your document is Non-Standard.

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.

Signature of Requesting Party

CN: 201802028498

SN: 14

PC: 3

FILED

FEB - 1 2019

Timothy W. Fitzgerald
SPOKANE COUNTY CLERK

SUPERIOR COURT, STATE OF WASHINGTON, COUNTY OF SPOKANE

CITY OF SPOKANE VALLEY, a
municipal corporation,

NO. 18-02-02849-8

Plaintiff,

**JUDGMENT SUMMARY FOR
PLAINTIFF**

v.

**LOUISE WHITTEN, J. DOE
WHITTEN**, and the marital community
comprised thereof,

**THE ESTATE OF MARGARET JEAN
CARR**, a deceased person,

**THE UNKNOWN HEIRS, DEVISEES,
AND ALSO ALL OTHER PERSONS
OR PARTIES UNKNOWN CLAIMING
ANY RIGHT, TITLE, ESTATE, LIEN,
OR INTEREST IN THE REAL ESTATE
DESCRIBED IN THE COMPLAINT
HEREIN,**

and

J. DOE I-X, and any marital community
comprised thereof,

Defendants.

JUDGMENT SUMMARY FOR
PLAINTIFF - 1

City of Spokane Valley
10210 E. Sprague Avenue
Spokane Valley, WA 99206
(509) 720-5105 Phone
(509) 720-5095 Fax

JUDGMENT SUMMARY

- 1. Judgment Creditor(s): City of Spokane Valley
- 2. Judgment Debtor(s): Louise Whitten and the Estate of Margaret Jean Carr
- 3. Abatement Costs: \$ 513.58
- 4. Interest to Date of Judgment: \$ 0.00
- 5. Attorney Fees: \$ 200.00
- 6. Costs: \$ 240.00
- 7. Other Recovery Amounts: \$ 600.00
(Civil Monetary Penalties,
Process Server Fees, and
Research Fees)
- 8. Total Principal Judgment Amount \$ 1,553.58
- 9. Abbreviated Legal Description (including lot, block, plat, or section, township, and range): 07-25-44 PTN OF W1/2 OF NW1/4 OF NW1/4 OF SE1/4 DAF: E50FT OF W175FT OF S140FT
- Assessor's Property Tax Parcel or Account Number: 45074.9033
- 10. The Principal Judgment Amount Shall Accrue Interest at 12 % per Year.
- 11. Attorney Fees, Costs and Other Recovery Amounts Shall Accrue Interest at 12% per Year.

Based on the Order of Default and Warrant of Abatement of Nuisance Violations entered on November 9, 2018, the Court enters final judgment in this matter as follows:

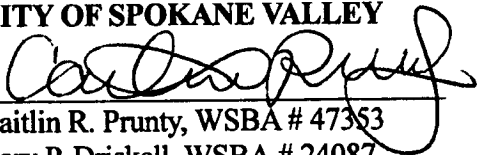
Plaintiff is awarded \$500.00 in civil monetary penalty, \$240.00 for the filing fee, \$80.00 for service of process, \$20.00 for research fees, \$513.58 for abatement costs, and \$200 in statutory attorneys' fees authorized by RCW 4.84.080 from the Defendants Louise Whitten, J. Doe Whitten, the Estate of Margaret Jean Carr, the unknown heirs, devisees, and also all other persons or parties unknown claiming any right, title, estate, lien, or interest in the real estate described herein, and J. Doe I-X

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DATED this 1st day of February, 2019.

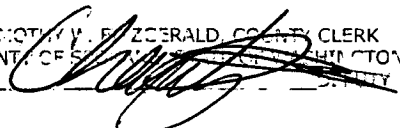

HONORABLE JOHN O. COONEY

Presented by:

CITY OF SPOKANE VALLEY

Caitlin R. Prunty, WSBA # 47353
Cary P. Driskell, WSBA # 24087
Erik J. Lamb, WSBA # 40557
Attorney for Plaintiff

I certify that the foregoing is a true and correct copy
of the original and of record in my office.
At TEST

FEB 05 2019

TIMOTHY J. F. ZCERARD, COUNTY CLERK
COUNTY OF SEYMOUR, MISSISSIPPI
BY  COUNTY

PLEASE RETURN TO Spokane County Environmental Services

**CERTIFICATION OF DELINQUENT SEWERAGE CHARGES
INTEREST AND PENALTIES**

TO: SPOKANE COUNTY AUDITOR'S OFFICE
FROM: Kevin R. Cooke, Spokane County Environmental Services Director

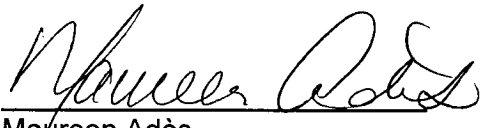
Pursuant to Spokane County Code 8.03.9040 (Payment-Delinquency-Lien), Spokane County shall have a lien with the Spokane County Auditor for all delinquent rates, fees and/or charges when such charges have been delinquent for 60 days, together with interest fixed by resolution at eight percent (8%) per annum from the date due until paid. Penalties of not more than ten percent (10%) of the amount due may be imposed in the case of failure to pay the charges at time fixed by Resolution of the Board of County Commissioners.

Additionally, the county department as established in Revised Code of Washington 36.94.120 provides that Spokane County Environmental Services shall certify periodically the delinquencies to the Spokane County Auditor at which time the lien shall attach.

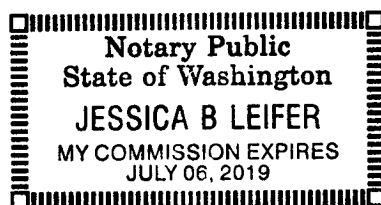
Based upon the above-cited statutory language, I, Maureen Adès, Billing Manager, do hereby certify that:

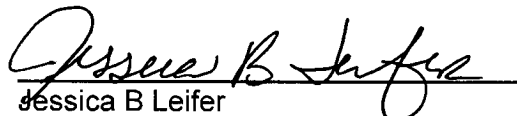
Parcel Number 45074.9033 more particularly described as 07-25-44 PTN OF W1/2 OF NW1/4 OF NW1/4 OF SE1/4 DAF: E50FT OF W175FT OF S140FT is delinquent in the payment of sewer charges as of January 16, 2019, in the amount of \$6512.70, which includes penalties and interest.

Dated: March 6, 2019.


Maureen Adès

SUBSCRIBED and SWORN before me on March 6, 2019.




Jessica B Leifer
Notary Public in and for
the State of Washington,
residing in Spokane County.

My Commission Expires on: 07/06/19

Address
8309 E KNOX AVE

Assessed Owner
CARR, M J

Account
026794/076794

03/26/2025 09:19:16 AM

7406137

Recording Fee \$356.50 Page 1 of 4
Miscellaneous GOVERNMENT, CITY OF SPOKANE VALLEY
Spokane County Washington



RETURN NAME and ADDRESS

City of Spokane Valley ATTN: Code Enforcement

10210 E Sprague Ave.

Spokane Valley, WA 99206

Please Type or Print Neatly and Clearly All Information

Document Title(s)

Preliminary Determination of Unfit Structure

Reference Number(s) of Related Documents

NUI-2024-0090

Grantor(s) (Last Name, First Name, Middle Initial)

Carr, MJ; Whitten, Louise

Grantee(s) (Last Name, First Name, Middle Initial)

City of Spokane Valley

Legal Description (Abbreviated form is acceptable, i.e. Section/Township/Range/Qtr Section or Lot/Block/Subdivision)

07-25-44 PTN OF W1/2 OF NW1/4 OF NW1/4 OF SE1/4 DAF: E50FT OF W175FT OF S140FT

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Signature of Requesting Party



COMMUNITY & PUBLIC WORKS
Code Enforcement Division

CODE ENFORCEMENT CASE: NUI-2024-0090
PRELIMINARY DETERMINATION OF UNFIT STRUCTURE – SVMC 17.105

STAFF REPORT DATE: March 20, 2025

REPORT PREPARED BY: Tim Wirun, Code Enforcement Officer

PRELIMINARY DETERMINATION OF UNFIT STRUCTURE

LOCATION: Parcel number 45074.9033, at 8309 E Knox Ave., Spokane Valley, WA 99206

PROPERTY OWNER: MJ Carr

BACKGROUND: The following facts are based on the Code Enforcement Investigation and Spokane Valley Police incident numbers: 2025-10033395, 2025-10033161

- On 7/29/2024, a report of concern was submitted by a member of the public to the City of Spokane Valley via the SVexpress online tool. The complainant identified concerns including hoarding, garbage, unlicensed vehicles and persons living in a tent in the front yard of 8309 E Knox Ave.
- On 7/30/2024, Code Enforcement staff performed a site visit in response to the complaint. Unlicensed vehicles, accumulated materials, and a blue tarp-covered structure of approximately 10' x 10' in the front yard of the subject address were observed and photographed.
- Spokane Valley Police Department dispatch call(s): 2024-10103174, July 23, 2024. 2024-10130860, 09/13/2024. 2024-10154885, 10/29/2024. 2024-10166689, 11/22/2024 – calls relate to 'welfare check' of female occupying (residing) in blue tarp structure along with adult male caretaker during inclement weather.
- 03/07/2025: Code Enforcement observed an approximate 10 X 10 pop up canopy covered with numerous blue tarps. The front (west/south) corner of the tarped structure overlapped to form a makeshift opening or door. The sides (from outside observation) appear to be weighted down with contents inside of the tarped structure. The upper portion of the tarped structure was tied off to a vehicle parked in the front yard. No permanent framing was being used for wall or roof construction. The small plastic and light steel poles appear to be the only materials used to frame the tarped structure.
- Inside of the tarped structure, there were piles of debris, bedding, clothing, misc. household items. The accumulation of materials was piled up approximately 3-4 feet tall. Ms. Whitten appeared to be lying in a hospital bed in the middle of the large piles of debris. She was surrounded. I could only see a small portion of the hospital bed. The sides of the tarped structure were bulging outwards observed from the front yard also indicating that there is a large amount of objects piled inside.
- No insulation was observed inside the tarped structure to provide any additional heat keeping for comfort. An electrical power strip was observed hanging in the tarped structure. A small electric heater, coffee pot, television, propane bottle and another heater was also observed.
- It has been determined that the blue tarp-covered structure is being occupied by Ms. Whitten as a dwelling.
- The structure is not of sufficient strength or stability, and is not so anchored, attached or fastened in place so as to be capable of resisting a wind pressure of one-half of that specified in the Washington State Building Code for new building of similar structure, purpose or location, without exceeding the permitted working stresses.

PRELIMINARY DETERMINATION OF UNFIT STRUCTURE – SVMC 17.105

- Due to dilapidation, faulty construction, and the inadequacy of its foundation (lack thereof), the structure is likely to partially or completely collapse.
- The structure is manifestly unsafe for use as a dwelling; it lacks exterior walls, a foundation system, and roof.
- The structure, which is being used for dwelling purposes, is comprised of faulty construction and has inadequate light and sanitation facilities and is determined to be unsanitary, unfit for human habitation, and in such a condition that is likely to cause sickness or disease.
- The condition and construction method of the structure substantially violate the standards and requirements set forth in the residential, property, and building codes adopted pursuant to Chapter 24.40 SVMC.

STAFF ANALYSIS:

The structure is found to be an unfit dwelling according to SVMC 17.105 due to the following:

1. No reasonable means of sanitation exists within the area being used as a dwelling as required pursuant to International Property Maintenance Code (IPMC) Section 502.1 adopted pursuant to SVMC 24.40.020(B).
2. The structure lacks appropriate construction so as to resist the spread of flame and development of smoke required pursuant to International Residential Code (IRC) Section R302.9 adopted pursuant to SVMC 24.40.020(A).
3. The dwelling has inadequate means of weather protection, heating, and lighting required pursuant to IPMC Sections 304.6 and 304.7, 402.1, 404.4.5 and 602.
4. The dwelling lacks smoke- and carbon monoxide-detection equipment required pursuant to International Residential Code Section R314.2.
5. The structure presents a hazard to person(s) who are occupying it as a dwelling and is a nuisance pursuant to IPMC Sections 108.1.1, 108.1.3, and 108.1.5 adopted pursuant to SVMC 24.40.020(B).



10210 E Sprague Avenue ♦ Spokane Valley WA 99206
 Phone: (509) 720-5240 ♦ Fax: (509) 720-5075 ♦ www.spokanevalleywa.gov
permitcenter@spokanevalleywa.gov

March 25, 2025

MJ Carr, owner
 8309 E Knox Ave.
 Spokane Valley, WA 99212

Louise Whitten, taxpayer/occupant
 8309 E Knox Ave.
 Spokane Valley, WA 99212

RE: Unfit Dwelling at 8309 E Knox Ave., Spokane Valley, Washington

This letter serves as a complaint under Chapter 17.105 of the Spokane Valley Municipal Code ("SVMC"). After a preliminary investigation, the City of Spokane Valley believes that a blue tarp-covered structure being occupied as a dwelling on your property located at 8309 E Knox Ave., Spokane Valley, Washington; Spokane County Assessor Tax Parcel 45074.9033, hereinafter "Subject Property", is unfit for human habitation pursuant to SVMC 17.105.040 as described in the attached Preliminary Determination of Unfit Structure dated March 20, 2025.

These facts are based on file number NUI-2024-0090. A copy of the file is available upon request.

The City, having alleged the above matters, as part of this complaint, requests the following relief:

1. *Immediately cease the use of the unfit structure as a dwelling.*
2. *Dismantle and remove subject blue tarp structure from front yard of Subject Property.*

A hearing will be held before the Building Official at Spokane Valley City Hall, located at 10210 E Sprague Ave., Spokane Valley, Washington 99206 on APRIL 7, 2025 at 9:00AM to make a final administrative determination of whether the dwelling located on the Subject Property is unfit for human habitation or other uses pursuant to Chapter 17.105 SVMC.

As a party in interest, you have the right to file an answer to this complaint, appear in person or otherwise, and to give testimony at the time and place of the hearing.

If the Building Official makes a final determination that the structure located on the Subject Property is unfit for human habitation or other use under Chapter 17.105 SVMC, you must remedy the conditions identified above according to an order issued by the Building Official. If you disagree with the Building Official's final determination, you may appeal the decision to the Hearing Examiner pursuant to SVMC 17.105.060. If you do not appeal the Building Official's final determination and you fail to take the remedial actions ordered by the Building Official, the City may take legal action to abate the conditions on the Subject Property. This may include filing a case against you in Superior Court, requesting a judicial warrant of abatement order requiring immediate abatement of all nuisance violations, and allowing the City to come onto your property to abate the violations.

Please contact Code Enforcement staff at (509) 720-5240 with any questions.



RETURN NAME and ADDRESS

City of Spokane Valley ATTN: Code Enforcement

10210 E Sprague Ave.

Spokane Valley, WA 99206

Please Type or Print Neatly and Clearly All Information

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Preliminary Determination of Unfit Structure

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Carr, MJ; Whitten, Louise

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07-25-44 PTN OF W1/2 OF NW1/4 OF NW1/4 OF SE1/4 DAF: E50FT OF W175FT OF S140FT

Assessor's Tax Parcel ID Number 45074.9033

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Signature of Requesting Party



COMMUNITY & PUBLIC WORKS
Code Enforcement Division

CODE ENFORCEMENT CASE: NUI-2024-0090
PRELIMINARY DETERMINATION OF UNFIT STRUCTURE – SVMC
17.105

STAFF REPORT DATE: May 7, 2025

REPORT PREPARED BY: Tim Wirun, Code Enforcement Officer

PRELIMINARY DETERMINATION OF UNFIT STRUCTURE

LOCATION: Parcel number 45074.9033, at 8309 E Knox Ave., Spokane Valley, WA 99206

PROPERTY OWNER: MJ Carr (owner), Louise Whitten (taxpayer)

BACKGROUND: The following facts are based on the Code Enforcement Investigation and Spokane Valley Police incident numbers: 2025-10033395, 2025-10033161

- On 7/29/2024, a report of concern was submitted by a member of the public to the City of Spokane Valley via the SVexpress online tool. The complainant identified concerns including hoarding, garbage, unlicensed vehicles and persons living in a tent in the front yard of 8309 E Knox Ave.
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- 3/26/2025: Coordinated site visit with SVPD and Adult Protective Services representative. Ms. Whitten verbally granted authorization for City Code Enforcement staff to view interior of home to observe habitable condition. Upon entering front room via front door, observed significant accumulation of household materials piled nearly to the ceiling in majority of front room. Visible floor surface in a path of 18" -24" in width from the front door to a glass door leading to the backyard. Extremely strong foul odor present within front room, detected smells of rotting food

PRELIMINARY DETERMINATION OF UNFIT STRUCTURE – SVMC 17.105

and ammonia (urine). Accumulated items appeared to include furniture, cardboard boxes, linens/clothing, and food/food packaging materials. Other than the visible pathway, there were no areas of the home visible through or around the piled materials.

- 4/7/2025: Unfit Structure hearing related to blue tarp structure held at Spokane Valley City Hall; Ms. Whitten attended remotely. Testimony of Ms. Whitten during hearing confirmed that blue tarp structure had been in use as dwelling since June, 2024, and that the accumulated materials in the home on the subject property prevented her from entering or occupying it as a dwelling.
- The condition the interior of the structure substantially violates the standards and requirements set forth in International Property Maintenance Code Section 305.1, adopted pursuant to Chapter 24.40 SVMC: *"The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Occupants shall keep that part of the structure that they occupy or control in a clean and sanitary condition."*

STAFF ANALYSIS:

The structure is found to be an unfit dwelling according to SVMC 17.105 due to the following:

1. The subject structure is intended to be used for dwelling purposes. Because of inadequate maintenance, inadequate sanitation facilities, the subject structure is unfit for use as a dwelling (SVMC 17.105.040 (1)(m)).
2. Due to the accumulated household materials, inadequate space for human occupancy is available within the subject structure; the condition of the subject structure substantially violates the standards and requirements set forth in International Property Maintenance Code Section 305.1, adopted pursuant to Chapter 24.40 SVMC.
3. In its current state, the subject structure is unsafe and unfit for human occupancy pursuant to International Property Maintenance Code Section 108.1.3, adopted pursuant to Chapter 24.40 SVMC.

Property: 8309 East Knox Avenue, Spokane Valley, WA99212
Order No.: 25-40764-VTE

LACK OF PROBATE
AFFIDAVIT

INSTRUCTIONS FOR USE OF THIS FORM BY TITLE AGENTS

1. Affidavits should be obtained from several family members or other persons knowledgeable about the decedent. Each person should sign a separate affidavit. Compare the affidavits to ensure you are receiving accurate information.
2. A certified copy of the decedent's death certificate must be supplied along with the affidavit. Review the death certificate to insure it is the same person as the person in title.
3. You need not take an exception for a possible DSHS lien if either (a) the decedent was under 55 at their death (check the death certificate), (b) the affidavit states that no medical assistance was provided by the State, or (c) the affidavit states that the surviving spouse or surviving registered domestic partner lived on the subject property at the time of the decedent's death. If the answer to 12 (a) is "yes" or "I don't know," and if the spouse/registered domestic partner did not live on the property at the time of the decedent's death, then you will need to get a written clearance from DSHS (Phone: 800-562-6114 / Fax: 360-664-8410). They will need the decedent's name, social security number and date of birth.
4. Contact an underwriter if the information in the affidavit seems incomplete or inaccurate.
5. Contact an underwriter if the answer to question 11 exceeds \$600,000

Note: All applicable questions must be answered fully. Notwithstanding Stewart Title Guaranty Company's ("Stewart") possible willingness to insure this transaction without a probate of the decedent's estate, you are strongly advised to consult with an attorney regarding the benefits of conducting a probate. Failure to probate an estate can have numerous legal and practical ramifications which may not be covered under a title insurance policy. In the event Stewart agrees to insure without a formal probate of the decedent's estate, additional premium may be charged pursuant to Stewart's schedule of premiums filed with the Office of the Insurance Commissioner.

Please note that if a person owns real property in Washington State but their estate is probated in another state, an ancillary probate must be done in Washington for the estate to be considered "probated" for the purpose of the real property.

A certified copy of the Death Certificate must be attached to this Affidavit.

This affidavit is made to induce Stewart Title Guaranty Company ("Stewart") to issue its policies of title insurance on the above referenced property (the "Property") passing to the surviving heir(s). I understand that Stewart will be relying on the information contained in this affidavit in determining whether or not to insure title to real property. I agree to indemnify Stewart for any losses or costs Stewart may incur in the event any of the information contained in this affidavit is, to the best of my knowledge, either false, incomplete, or misleading.

1. The full name of the decedent is: _____
2. The decedent died on: _____
3. My relationship to the decedent is as follows (spouse, registered domestic partner, son, daughter, etc.): _____

1. At the time of his/her death, the decedent was a legal resident of _____
 _____(City), _____(County), _____(State).

2. Initial one of the following:
 _____Decedent left no last Will; or

 _____A true and complete copy of the last Will of the decedent which has not been
 probated is attached and the attached Will was never revoked or amended; or

 _____Decedent left a last Will which was probated in
 County, State of _____(attach all probate court documents relating to the
 court's distribution of the decedent's property).

3. If you are the surviving spouse or surviving registered domestic partner of the decedent, initial
 any of the following which apply:

☐ The decedent and I acquired the Property as community property under deed dated
 _____and recorded under _____ County recording
 number _____; or

☐ The decedent and I converted the Property from separate property to community
 property by deed dated _____and recorded under _____
 County recording number _____; or

☐ The decedent and I converted the Property from separate property to community
 property and for the disposition of all community property by a Community Property Agreement
 dated _____and recorded under _____County recording
 number _____.

4. If you held the Property as joint tenants with the Decedent, initial if applicable.

☐ I was named as a joint tenant with the decedent in that certain instrument recorded on
 _____as instrument/document number
 _____in the records of _____County, State of _____.

5. A complete list of the living heirs at law of the decedent, and their ages, relationship to
 decedent and current address, is as follows (attach a separate page, if necessary). NOTE: The
 "heirs at law" include, but are not limited to, the decedent's spouse, registered domestic partner,
 children (natural or adopted), parents, brothers, sisters, grandchildren, and great-grandchildren):

_____	_____	_____	_____
Full Name	Age	Relationship	Complete Address
_____	_____	_____	_____
Full Name	Age	Relationship	Complete Address
_____	_____	_____	_____
Full Name	Age	Relationship	Complete Address
_____	_____	_____	_____
Full Name	Age	Relationship	Complete Address
_____	_____	_____	_____
Full Name	Age	Relationship	Complete Address

1. All the debts of the decedent, including, but not limited to, all expenses of decedent's last illness, funeral and burial, and all applicable federal and state succession or inheritance taxes, have been fully paid, except as follows:

2. The decedent was _____ years of age on the date of their death.

3. As of the date the decedent died, the total value of all of the assets owned by the decedent was approximately \$_____.

4. **This question need only be answered if the decedent was 55 years or older at the time of their death.**

- a. Did the decedent receive assistance from the State of Washington, Department of Social and Health Services for subsistence or medical care (Medicaid/Welfare)?

_____ Yes

_____ No

_____ I don't know

- a. If the answer to 12(a) is "yes" or "I don't know," did the decedent's spouse or registered domestic partner, at the time of the decedent's death, live on the Property?

_____ Yes

_____ No

_____ I don't know

Affiant's Signature

Printed Name of Affiant

Address

Phone Number

State of: _____

County of: _____

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

Signature

Title

My appointment expires: _____