

**Windermere Real Estate  
Aberdeen  
Attn: David Dagnen**

## **ALTA Commitment**

COMMITMENT FOR TITLE INSURANCE  
Issued by Old Republic National Title Insurance Company

**A-170129  
Ref: Wenger-To Come**

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

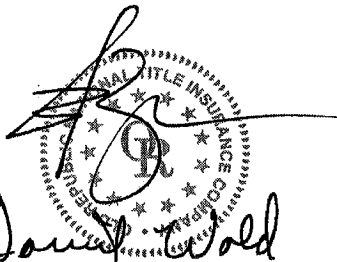
All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

Issued through the office of:  
Grays Harbor Title Co.  
PO BOX 386  
Aberdeen WA 98520  
#360-532-3851

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
A Corporation  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111  
ORTIC 1613 (2006)

By



President

Attest



Secretary



Jon M. Melville  
[jonm@graysharbortitle.com](mailto:jonm@graysharbortitle.com)

# GRAYS HARBOR TITLE COMPANY

219 W. MARKET, PO BOX 386  
ABERDEEN, WA 98520

TELEPHONE (360) 532-3851  
FAX (360) 532-0408

Agent for  
**Old Republic National Title Insurance Company**  
**SCHEDULE A**

**To: Windermere Real Estate  
Aberdeen  
Attn: David Dagnen**

1. Effective Date: **July 23, 2012 at 8:00 a.m.**

File Number: **A-170129**

2. Policy or policies to be issued:

Ref. No.: **Wenger-To Come**

a. ☒ Owner's Policy

**\$TO COME**

**Standard Owner's Policy to be issued:** ☒ 2006 ALTA ☐ 1992

Proposed **TO COME**  
Insured:

b. ☒ Loan Policy

**\$TO COME**

**Extended Loan Policy to be issued:** ☒ 2006 ALTA ☐ 1992

Proposed **TO COME**  
Insured

c. ☐ Loan Policy

**Loan Policy to be issued:** ☐ 2006 ALTA ☐ 1992

Proposed  
Insured

## PREMIUM INFORMATION:

A. <b>Short Term Rate</b>	<b>\$To Come</b>	Tax: <b>\$To Come</b>	Total: <b>\$To Come</b>
B. <b>Extended Simultaneous Rate</b>	<b>\$To Come</b>	Tax: <b>\$To Come</b>	Total: <b>\$To Come</b>
C.	<b>\$</b>	Tax: <b>\$</b>	Total: <b>\$</b>

3. The estate or interest in the land described or referred to in this Commitment is:

**Fee Simple**

4. Title to the estate or interest in the land is at the Effective Date vested in:

**CLAYTON WENGER, AS HIS SEPARATE PROPERTY**

5. The land referred to in this Commitment is situated in the County of **Grays Harbor**, State of Washington and is more fully described as follows:

**See Exhibit A attached hereto and made a part hereof.**

Jon M. Melville / kb

## SCHEDULE B - SECTION I

### Requirements:

The following matters will not be listed as Special Exceptions in Schedule "B" of the Policy to be issued pursuant to this Commitment. Notwithstanding the absence of a Special Exception in Schedule "B" of the Policy to be issued, there will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted from coverage under the General Exceptions section of Schedule "B", excluded from coverage under the Exclusions from Coverage or are not matters for which coverage is afforded under the insuring clauses of the Policy.

### NOTES TO CLOSER:

1. Requirements: Instruments creating the estate or interest to be insured must be approved and filed of record.
2. Requirements: Payment of cancellation fee in accordance with our filed rate Schedule, to be imposed if this transaction is canceled for any reason.
3. This Commitment shall not obligate the Company to issue any Endorsement. All Endorsements to be issued must be agreed to by the Company and appropriate for the estate insured.
4. Any sketch or map enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereon.
5. **Due to provisions of R.C.W. 6.13 which provide for an 'automatic homestead', any contract for conveyance, or encumbrance must be executed by the Vestee herein and spouse, if married, if, in fact, the premises herein comprise the residence of said Vestee and spouse. Evidence of present marital status may be by recital in the forthcoming document.**
6. **A legal description was not included in the application for title insurance. The legal description contained herein must be examined and approved by all parties prior to closing.**

INFORMATIONAL NOTE: Under law passed by the 1996 Washington State Legislature, a new format is required for documents submitted for recording after January 1, 1997. Under this standardization, certain information is required on the first page of each Contract, Deed, Deed of Trust, etc. For your information, therefore, Title Company provides the following information:

Assessor's Property Tax Parcel No.: 191115410020

Abbreviated Legal Description: Ptn Gov Lot 4 & Gov Lot 6, Sec 15, T19N, R11W

## **SCHEDULE B - SECTION II**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

### **GENERAL EXCEPTIONS:**

- A. Rights or claims disclosed only by possession, or claimed possession, of the premises.
- B. Encroachments and questions of location, boundary and area disclosed only by inspection of the premises or by survey.
- C. Easements, prescriptive rights, rights-of-way, streets, roads, alleys or highways not disclosed by the public records.
- D. Any lien, or right to a lien, for contributions to employees benefit funds, or for state workers' compensation, or for services, labor or material heretofore or hereafter furnished, all as imposed by law and not shown by the public records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the public records.
- F. Any service, installation, connection, maintenance, or construction charges for sewer, water, electricity, natural gas or other utilities or garbage collection and disposal.
- G. Reservations or exceptions in United States Patents or in Acts authorizing the issuance thereof.
- H. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- I. Water rights, claims or title to water.
- J. Defects, liens encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

### **SPECIAL EXCEPTIONS:**

- 1. Lien of real estate excise sales tax upon any sale of said premises, if unpaid.  
(The excise rate is 1.53%)
- 2. General taxes for the second half of 2012 which become delinquent after October 31, 2012, if unpaid:  
Amount: \$996.32  
Tax Account No.: 191115410020
- 3. Terms, covenants and conditions contained in Application for Current Use Classification, including liability for future taxes, rollbacks, penalties and interest upon breach of, or withdrawal from, said classification.  
Classification: (Land Use 88) Designated Forest Land

CONTINUED

**SCHEDULE B - SECTION II**  
**(Continued)**

4. Deed of Trust, to secure an indebtedness of \$142,000.00 including any interest, advances, or other obligations secured thereby;  
 Dated: November 23, 2011  
 Recorded: November 29, 2011  
 File No.: 2011-11290028  
 Grantor: Clayton Wenger, as his separate property  
 Trustee: Adelita A. Shubert on behalf of Flagstar Bank, FSB  
 Beneficiary: "MERS", Mortgage Electronic Registration Systems, Inc.  
 Lender: Consolidated Federal Credit Union
  
5. Reservations contained in instrument:  
 Dated: August 31, 1938  
 Recorded: September 6, 1938  
 File No.: 367155, Volume 222 of Deeds, page 625  
 Grantor: Theodosia Pugsley, formerly Theodosia P. Bale  
 Grantee: Phoebe Parker, Trustee under the Last Will of James H. Parker, deceased to Edward Grant  
 Reserving: an undivided 1/2 interest in the oils, gas and minerals in said land, and grantors, their assigns and legal representatives, shall have the right at all times to enter on the above described land and to bore wells and make excavations and remove all the oils, gas and minerals found thereon.  
  
 Said mineral interest were conveyed in Quit Claim Deed filed December 27, 1985, under Auditor's File No. 860121024, re-record of 851217020 to Phoebe Parker.
  
6. Any question that may arise due to shifting and changing in the course of the Humptulips River.
  
7. Terms and conditions of Mineral Deed;  
 Recorded: March 21, 1994  
 File No.: 940321014  
 Reserving: all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing, and working the same; and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry.
  
8. Terms and conditions of Boundary Line Adjustment;  
 Recorded: September 7, 1999  
 File No.: 1999-09070038

CONTINUED

**SCHEDULE B - SECTION II**  
**(Continued)**

NOTE 1: To provide an extended coverage mortgage policy, General Exceptions A through D, inclusive, are hereby deleted.

NOTE 2: Mortgagee's Policy to issue will contain an 8.1 Endorsement.

NOTE 3: Mortgagee's Policy to issue will contain an Address Endorsement on the following described property:

40 Bunker Road  
Copalis Crossing, WA 98536

NOTE 4: In the event that the Preliminary Commitment Jacket is not attached hereto, all of the terms, conditions and provisions contained in said Jacket are incorporated herein. The Commitment Jacket is available for inspection upon request.

END OF SCHEDULE 'B' - SECTION II

**Exhibit A**

**Government Lot 4, EXCEPT the West 330 feet thereof;  
That portion of Government Lot 6, lying North of the Humptulips River;  
EXCEPT the West 330 feet thereof;  
EXCEPT that portion lying Easterly of the following described line;  
Starting at the Northwest corner of said Government Lot 4;  
Thence North 89° 42' 58" East along the North line of said Government Lot 4 a distance of 630.00 feet to the true point of beginning of said described line;  
Thence South 0° 23' 50" West 349.00 feet;  
Thence South 6° 58' 07" East, 1,981 feet, more or less, to the Humptulips River and the terminus of said described line;  
ALSO EXCEPT the Easterly 16 feet of the Westerly 346 feet of the Northerly 440 feet of Government Lot 4;  
LESS Bunker Road;  
ALL Situate in the County of Grays Harbor in Section 15, Township 19 North, Range 11 West of the Willamette Meridian;  
Situate in the County of Grays Harbor, State of Washington.**

## **Grays Harbor Title Company**

### **Privacy Policy Notice**

#### **PURPOSE OF THIS NOTICE**

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Grays Harbor Title Company**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from [our affiliates or] others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



This sketch is provided, without charge, for your information. It is not intended to show all matters related to the property including, but not limited to, area, dimensions, easements encroaching into the boundaries. It is not a part of nor does it constitute a commitment or policy to which it is attached. The County assumes NO LIABILITY for any matter related to this sketch. Reference should be made to an accurate survey for further information.

