

Aegis Land Title Group (SH) 124 North 2nd Street Shelton, WA 98584 Phone: (360) 426-9713

### Commitment for Title Insurance

Our File No.: 2023-47761-SH
Seller Name: Heidi Maltsberger
Buyer Name: To Be Determined

Property Address Reference: 1561 W Ford Road, Matlock, WA 98560

Thank you for your transaction, we look forward to serving you. Enclosed please find a copy of the Title Commitment for the above referenced transaction, which contains hyperlinks to all the relevant historical documents. You will also find a PDF copy of the historical documents for your convenience. If you have any questions pertaining to this information, please do not hesitate to contact us. We appreciate your business.

For a quick video on how to read your Title Commitment and what it means to you please go to: <u>How to Read Your Title</u> Report

Local decision making. Local authority. Local service. Nationally insured.

# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE A

Order No.: 2023-47761-SH



Aegis Land Title Group (SH) 124 North 2nd Street Shelton, WA 98584 Phone: (360) 426-9713

### Transaction Identification Data for reference only:

Issuing Agent: Aegis Land Title Group (SH)

Issuing Office: 124 North 2nd Street, Shelton, WA 98584

Issuing Office's ALTA® Registry ID: 1047466

Commitment Number: 2023-47761-SH

Property Address: 1561 W Ford Road, Matlock, WA 98560

**Revision Number:** 

Escrow Company: Aegis Land Title Group - Escrow Officer: Donna Dotson - Phone: (360) 545-4522 -

Email: ddotson@agltg.com

Title Officer: Cody Wallace - Phone: (360) 337-2000 - Email: cwallace@agltg.com

Customer Reference: Maltsberger - Determined

1. Effective Date: April 4th, 2023 at 8:00 AM

2. Policy to be issued:

 (a) ALTA Owner's Policy
 Proposed Policy Amount:
 \$ 0.00

 Rate Type: Short Term
 Premium:
 \$ 0.00

 Tax:
 \$ Additional Fee:
 \$ 0.00

 Total:
 \$ 0.00

Proposed Insured: To Be Determined

- 3. The estate or interest in the Land described or referred to in this Commitment is: fee simple.
- 4. The Title is, at the Commitment Date, vested in: Heidi Maltsberger, as her separate property
- The Land is described as follows:
   FOR LEGAL DESCRIPTION SEE EXHIBIT "A" HERETO ATTACHED.

# ALTA COMMITMENT FOR TITLE INSURANCE EXHIBIT A

Order No.: 2023-47761-SH

### **EXHIBIT "A"**

### **Legal Description:**

The South half (S 1/2) of the Southwest quarter (SW 1/4) of the Northwest quarter (NW 1/4) of Section four (4), Township twenty (20) North, Range six (6) West, W.M., Mason County, Washington.

EXCEPTING therefrom the South 210 feet of the East 210 feet thereof, and

EXCEPTING therefrom right-of-way for Ford Road, County Road No. 01010.

**Abbreviated Legal:** 

PTN SW NW, 4-20-6

Parcel No(s):

62004-23-00010

Purported Address: 1561 W Ford Road, Matlock, WA 98560

# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

Order No.: 2023-47761-SH

#### REQUIREMENTS

All of the following Requirements must be met:

 We e-record documents with the county. Please make excise tax and recording fees payable to Aegis Land Title Group. Recording packages received with excise tax payable to the county will not be recorded the same day. <u>E-Recording Benefits</u>.

Recording fees charged by the county are billed as follows: Deeds - \$203.50 for the first page and \$1.00 for each additional page. Deeds of Trust - \$204.50 for the first page and \$1.00 for each additional page. Additionally, there is a \$4.65 e-recording surcharge per document.

E-RECORDING Cutoff Times Are as Follows:

KITSAP COUNTY:

EXCISE is 4:00 PM, Monday-Thursday; EXCISE on FRIDAY is 11:30 AM. NON-EXCISE is 4:30 PM, Monday-Thursday; NON-EXCISE on FRIDAY is 11:30 AM.

KING COUNTY:

EXCISE is 3:30 PM, Monday-Friday. NON-EXCISE is 3:30 PM, Monday-Friday.

MASON COUNTY:

EXCISE is 3:45 PM, Monday-Friday. NON-EXCISE is 4:00 PM, Monday-Friday.

PIERCE COUNTY:

EXCISE is 3:30 PM, Monday-Friday. NON-EXCISE is 4:00 PM, Monday-Friday.

SNOHOMISH COUNTY:

EXCISE is 3:30 PM, Monday-Thursday; EXCISE on FRIDAY is 3:00 PM. NON-EXCISE is 4:00 PM, Monday-Thursday; NON-EXCISE on FRIDAY is 3:30 PM.

THURSTON COUNTY:

EXCISE is 3:45 PM, Monday-Friday. NON-EXCISE is 4:15 PM, Monday-Friday.

2. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, certain format and content requirements must be met (refer to RCW 65.04.045). Failure to comply may result in rejection of the document by the recorder or additional fees may be charged, subject to the Auditor's discretion.

# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART I

Order No.: 2023-47761-SH

3. All of the following Requirements must be met:

The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

- Pay the agreed amount for the estate or interest to be insured.
- Pay the premiums, fees, and charges for the Policy to the Company.
- Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized executed, delivered, and recorded in the Public Records.
- 4. The application identifies the land by a street address only. To prevent errors and to be certain that the proper land will appear on the documents and on the Policy of title insurance, the Company requires a legal description of the correct land approved by the parties to the transaction.

# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

Order No.: 2023-47761-SH

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

#### **GENERAL EXCEPTIONS**

- A. Taxes or assessments which are not shown as existing liens by the public records.
- B. (i) Unpatented mining claims, (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (iii) water rights, claims or title to water; whether or not the matter described (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.
- C. Extended coverage exceptions as follows:
- 1. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 3. Any encroachment, encumbrance, violation, variation, question of location, boundary and/or area; or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and shown by the Public Records.
- 4. Any lien or right to a lien for services, labor, equipment or material not shown by the Public Records.
- D. Any service, installation, connection, maintenance, tap, capacity, construction or reimbursement charges for sewer, water, electricity or other utilities, or for garbage collection and disposal.
- E. 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 of record for value the estate or interest or mortgage thereon covered by this commitment.
- F. 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.
- G. (a) General taxes not now payable; (b) special assessments and/or special levies, if any, that are not disclosed by the public records; (c) taxes or assessments that are not yet liens; (d) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

### SPECIAL EXCEPTIONS FOLLOW

# ALTA COMMITMENT FOR TITLE INSURANCE SCHEDULE B PART II

Order No.: 2023-47761-SH

### SPECIAL EXCEPTIONS

- 1. Matters delineated, described and noted on survey recorded on February 5, 2002 as Instrument #1748703 in Book 27, Page 114 in the official records of Mason County, Washington
- 2. Please be advised that our search did not disclose any open deeds of trust of record. If you should have any knowledge of any outstanding obligation, please contact the title department immediately for further review prior to closing.
- 3. Title is to vest in persons not yet revealed and when so vested will be subject to matters disclosed by a search of the records against their names.
- 4. Payment of real estate excise tax pursuant to the authority of R.C.W. Chapter 82.45.060, if required.

The rate of real estate excise tax for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion:

- 1.60% on any portion of the sales price of \$525,000 or less;
- 1.78% on any portion of the sales price above \$525,000, up to \$1,525,000;
- 3.25% on any portion of the sales price above \$1,525,000, up to \$3,025,000;
- 3.50% on any portion of the sales price above \$3,025,000;

The rate of real estate excise tax for properties classified and specially valued as either timberland or agricultural land is subject to a flat rate of 1.78%. Please inquire with the Mason County Treasurer for a determination on the applicability of this flat fee.

An additional \$5.00 State Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit, which can be found online <a href="HERE">HERE</a>. The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

#### **END OF SPECIAL EXCEPTIONS**

# ALTA COMMITMENT FOR TITLE INSURANCE NOTES

Order No.: 2023-47761-SH

### **NOTES**

1. The current COVID-19 pandemic is having an impact on our ability to timely record documents in some instances, due to delays at various County levels (Budget cuts, reduced staffing and hours).

In the instance a recording is delayed due to County processing, an Affidavit is available which allows Aegis Land Title Group to insure this transaction prior to the recording of the closing documents and would permit disbursement of the funds held in Escrow. The use of this Affidavit requires the consent of the Seller, Purchaser/Borrower and Lender, as applicable.

Aegis Land Title Group will promptly notify all parties to this transaction should a recording delay become apparent and provide the Affidavit if requested. Should all parties agree to its use, we will apply our best efforts to promptly record the documents as soon as possible after settlement.

- 2. NOTE: In order to assure timely recording all recording packages should be sent to: Aegis Land Title Group, <u>124 N</u> 2nd Street, PO Box 278, Shelton, WA 98584 Attn: Recorder.
- 3. NOTE: The records of Mason County and/or our inspection indicate that the address of the improvement located on said land is:

1561 W Ford Road, Matlock, WA 98560

- 4. NOTE: In the event of cancellation, a cancellation charge may be made.
- 5. NOTE: The Title Company has examined our records and from such examination finds no deeds pertaining to the title to the within described land recorded within the 36 months immediately preceding the effective date of this commitment.
- 6. NOTE: General taxes for the tax roll year 2023 have been paid in full:

Amount Paid: \$682.80

Tax Account No.: 62004-23-00010

Property Code: 91

Total Assessed Value: \$91,110.00

**KMM** 

## ALTA COMMITMENT FOR TITLE INSURANCE

Order No.: 2023-47761-SH



**IMPORTANT—READ CAREFULLY**: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Issued through the Office of Mason County Title Company 130 W Railroad Avenue PO Box 278
Shelton, WA 98584

### **OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

Mac Selsing

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

President

Attact

Secretary

## ALTA COMMITMENT FOR TITLE INSURANCE

Order No.: 2023-47761-SH

#### **COMMITMENT CONDITIONS**

#### 1. **DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.
- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions, and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
- (i) comply with the Schedule B, Part I—Requirements;
- (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
- (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I— Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

## ALTA COMMITMENT FOR TITLE INSURANCE

Order No.: 2023-47761-SH



rev. 07/2016

**FACTS** 

# WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include:  • Social Security number and employment information  • Mortgage rates and payments and account balances  • Checking account information and wire transfer instructions  When you are no longer our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

Who we are					
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.				

What we do			
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit http://www.OldRepublicTitle.com/newnational/Contact/privacy.  We collect your personal information, for example, when you:  Give us your contact information or show your driver's license Show your government-issued ID or provide your mortgage information Make a wire transfer  We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.		
How does Old Republic Title collect my personal information?			
Why can't I limit all sharing?	Sharing for affiliates' everyday business purposes - information about your creditworthiness     Affiliates from using your information to market to you     Sharing for non-affiliates to market to you  State laws and individual companies may give you additional rights to limit sharing. See the "Other important information" section below for your rights under state law.		

# ALTA COMMITMENT FOR TITLE INSURANCE Order No.: 2023-47761-SH

### **Other Important Information**

Oregon residents only: We are providing you this notice under state law. We may share your personal information (described on page one) obtained from you or others with non-affiliate service providers with whom we contract, such as notaries and delivery services, in order to process your transactions. You may see what personal information we have collected about you in connection with your transaction (other than personal information related to a claim or legal proceeding). To see your information, please click on "Contact Us" at www.oldrepublictitle.com and submit your written request to the Legal Department. You may see and copy the information at our office or ask us to mail you a copy for a reasonable fee. If you think any information is wrong, you may submit a written request online to correct or delete it. We will let you know what actions we take. If you do not agree with our actions, you may send us a statement.

American First Title & Trust Company	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.
Genesis Abstract, LLC	Kansas City Management Group, LLC	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae, Ltd.	Mara Escrow Company	Mississippi Valley Title Services Company	National Title Agent's Services Company
Old Republic Diversified Services, Inc.	Old Republic Exchange Company	Old Republic National Title Insurance Company	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Company of Conroe	Old Republic Title Company of Indiana	Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma
Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee	Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.
Republic Abstract & Settlement , LLC	Sentry Abstract Company	The Title Company of North Carolina	Title Services, LLC
	Company  Genesis Abstract, LLC  Lex Terrae, Ltd.  Old Republic Diversified Services, Inc.  Old Republic Title Company of Conroe  Old Republic Title Company of St. Louis  Republic Abstract &	Company  Insurance Company  Genesis Abstract, LLC  Kansas City Management Group, LLC  Lex Terrae, Ltd.  Mara Escrow Company  Old Republic Diversified Services, Inc.  Old Republic Exchange Company  Old Republic Title Company of Conroe  Old Republic Title Company of St. Louis  Old Republic Title Company of St. Louis  Sentry Abstract Company	Company Insurance Company Services, LLC  Genesis Abstract, LLC Kansas City Management Group, LLC  Lex Terrae, Ltd. Mara Escrow Company Mississippi Valley Title Services Company  Old Republic Diversified Services, Inc. Old Republic Exchange Company Old Republic National Title Insurance Company  Old Republic Title Company of Indiana Old Republic Title Company of Nevada  Old Republic Title Company of St. Louis Old Republic Title Company The Title Company of Tennessee The Information Concepts  Services, LLC  L.T. Service Corp.  Mississippi Valley Title Services Company Old Republic National Title Insurance Company Old Republic Title Company of Indiana  Old Republic Title Company of Tennessee The Information Concepts