

219 West Market, Aberdeen, WA 98520  
Phone: 360-532-3851 Fax: 360-532-0408

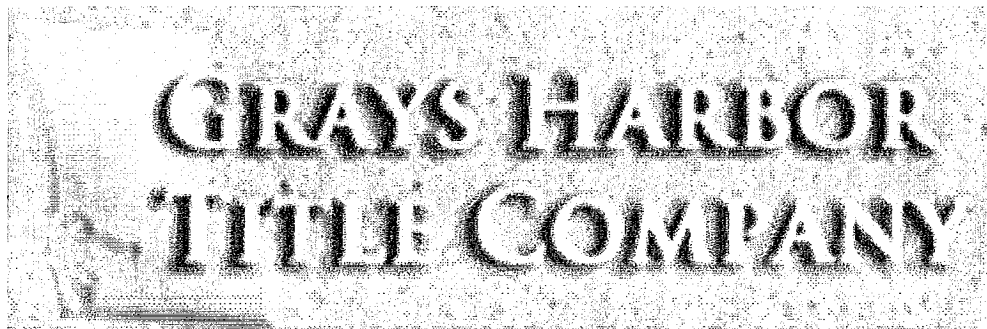
#### DISTRIBUTION LIST

Our Order No.: GR23434  
Reference No:  
Re: POWELL/TO COME  
Property Address: 74 AXFORD PRAIRIE LN  
HOQUIAM, WA 98550

This Preliminary Commitment has been prepared and distributed to the following parties:

	LENDER
	TO COME
SELLING AGENT	LISTING AGENT
	WINDERMERE RE/ABERDEEN  CONTACT: DAVID DAGNEN EMAIL: <a href="mailto:DDAGNEN@WINDERMERE.COM">DDAGNEN@WINDERMERE.COM</a> ; <a href="mailto:GRAYSHARBOR@WINDERMERE.COM">GRAYSHARBOR@WINDERMERE.COM</a>
ADDITIONAL SELLING AGENT	ADDITIONAL LISTING AGENT
BUYER'S ATTORNEY	SELLER'S ATTORNEY
MORTGAGE BROKER	ADDITIONAL LENDER
	TITLE OFFICER: JENNI BONNELL <a href="mailto:JENNIB@GRAYSHARBORTITLE.COM">JENNIB@GRAYSHARBORTITLE.COM</a>

# COMMITMENT FOR TITLE INSURANCE



219 West Market  
Aberdeen, WA 98520  
Phone: 360-532-3851 Fax: 360-532-0408



COMMITMENT FOR TITLE INSURANCE  
Issued by  
TITLE RESOURCES GUARANTY COMPANY

NOTICE

**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, *TITLE RESOURCES GUARANTY COMPANY*, a Texas 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 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

\_\_\_\_\_  
An Authorized Signature



Title Resources Guaranty Company

By

\_\_\_\_\_  
President/CEO

\_\_\_\_\_  
Secretary

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 WA Modified

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## 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; and
- (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.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. 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; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



- (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.
- (f) 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.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

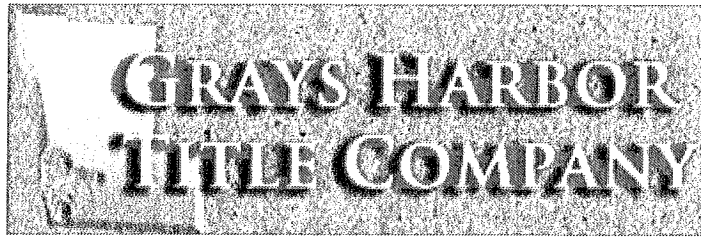
*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Title Resources Guaranty Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

TRGC Form: Comm16 ALTA Commitment Form Adopted 6-17-2006 Revised 08-01-2016 WA Modified

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Grays Harbor Title Company  
219 West Market, Aberdeen, WA 98520  
Phone: 360-532-3851 Fax: 360-532-0408

Agent for  
**TITLE RESOURCES GUARANTY COMPANY**  
**ALTA COMMITMENT**

**SCHEDULE A**

Title Officer: **Jenni Bonnell**

Order No.: **GR23434**

Escrow Officer:

Reference No.:

Ref: **POWELL / TO COME**

1. EFFECTIVE DATE: **July 29, 2024 at 8:00 AM.**

2. POLICY OR POLICIES TO BE ISSUED:

- |   |        |                  |
|---|--------|------------------|
| a. <b>ALTA 2006 STANDARD OWNER'S POLICY</b> | Amount | <b>\$TO COME</b> |
| Proposed Insured:                           |        |                  |
| <b>TO COME</b>                              |        |                  |
| b. <b>ALTA 2006 EXTENDED LOAN POLICY</b>    | Amount |                  |
| Proposed Insured:                           |        |                  |
| <b>TO COME</b>                              |        |                  |
| c.  | Amount |                  |
| Proposed Insured:                           |        |                  |

**PREMIUM INFORMATION:**

- |                                 |                  |                       |                         |
|---------------------------------|------------------|-----------------------|-------------------------|
| a. <b>GENERAL SCHEDULE RATE</b> | <b>\$TO COME</b> | Tax: <b>\$TO COME</b> | Total: <b>\$TO COME</b> |
| b. <b>SIMULTANEOUS RATE</b>     | <b>\$TO COME</b> | Tax: <b>\$TO COME</b> | Total: <b>\$TO COME</b> |
| c.                              |                  | Tax:                  | Total:                  |

3. THE ESTATE OR INTEREST IN THE LAND DESCRIBED HEREIN AND WHICH IS COVERED BY THIS COMMITMENT IS:

**FEE SIMPLE**

4. THE ESTATE OR INTEREST REFERRED TO HEREIN IS AT DATE OF COMMITMENT VESTED IN:

**JOHN POWELL AND LOUISE JEANETTE CRARY, HUSBAND AND WIFE**

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 ATTACHED EXHIBIT "A"**

**SCHEDULE B - SECTION I**

**REQUIREMENTS:**

1. INSTRUMENTS CREATING THE ESTATE OR INTEREST TO BE INSURED MUST BE APPROVED AND FILED OF RECORD.
2. 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.

**END OF SCHEDULE B - SECTION I REQUIREMENTS**

**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, OVERLAPS, BOUNDARY LINE DISPUTES WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY OR INSPECTION OF THE PREMISES.
- 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. UNDERGROUND EASEMENTS, SERVITUDES OR INSTALLATIONS OF WHICH NO NOTICE IS OF RECORD.
- F. GENERAL TAXES NOT NOW PAYABLE; MATTERS RELATING TO SPECIAL ASSESSMENTS AND SPECIAL LEVIES, IF ANY, PRECEDING THE SAME BECOMING A LIEN.
- G. ANY SERVICE, INSTALLATION, CONNECTION, MAINTENANCE, OR CONSTRUCTION CHARGES FOR SEWER, WATER, ELECTRICITY, NATURAL GAS OR OTHER UTILITIES OR GARBAGE COLLECTION AND DISPOSAL.
- H. RESERVATIONS OR EXCEPTIONS IN UNITED STATES PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.
- I. INDIAN TRIBAL CODES OR REGULATIONS, INDIAN TREATY OR ABORIGINAL RIGHTS, INCLUDING EASEMENTS OR EQUITABLE SERVITUDES.
- J. WATER RIGHTS, CLAIMS OR TITLE TO WATER.
- K. 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.

**END OF SCHEDULE B SECTION II GENERAL EXCEPTIONS**



**SPECIAL EXCEPTIONS:**

**1. LIEN OF REAL ESTATE EXCISE TAX UPON ANY SALE OF SAID PREMISES, IF UNPAID.**

**NOTE: EXCISE TAX OF 1.35% IS DUE ON SALES PRICES UP TO \$525,000.00. EXCISE TAX OF 1.53% IS DUE ON THAT PORTION OF THE SALES PRICE FROM \$525,000.01 TO \$1,525,000.00. EXCISE TAX OF 3.00% IS DUE ON THAT PORTION OF SALES PRICE FROM \$1,525,000.01 TO \$3,025,000.00. EXCISE TAX OF 3.25% IS DUE ON THAT PORTION OF THE SALES PRICE OVER \$3,025,000.01**

**2. GENERAL TAXES FOR THE SECOND HALF OF 2024 WHICH BECOME DELINQUENT AFTER OCTOBER 31, 2024, IF UNPAID:**

**AMOUNT: \$172.84  
TAX ACCOUNT NO.: 201029230010**

**GENERAL TAXES FOR THE SECOND HALF OF 2024 WHICH BECOME DELINQUENT AFTER OCTOBER 31, 2024, IF UNPAID:**

**AMOUNT: \$66.36  
TAX ACCOUNT NO.: 201029230090**

**3. DEED OF TRUST, TO SECURE AN INDEBTEDNESS OF \$49,184.66 INCLUDING ANY INTEREST, ADVANCES, OR OTHER OBLIGATIONS SECURED THEREBY;**

**DATED: SEPTEMBER 17, 2012  
RECORDED: SEPTEMBER 20, 2012  
FILE NO.: 2012-09200040  
GRANTOR: JOHN POWELL AND LOUISE JEANETTE CRARY, HUSBAND AND WIFE  
TRUSTEE: COAST TITLE & ESCROW, INC.  
BENEFICIARY: SINCLAIR-OCONEE FINANCIAL CORPORATION, A GEORGIA CORPORATION**

**(INCLUDES OTHER PROPERTY)**

**4. RIGHT-OF-WAY INCLUDING THE TERMS AND CONDITIONS THEREOF;**

**RECORDED: DECEMBER 11, 1906  
FILE NO.: 25950  
PURPOSE: FOR A STRIP OF LAND 50 FEET IN WIDTH, 25 FEET ON EACH SIDE OF THE CENTER LINE OF THE RAILROAD TRACT**

**5. RIGHT-OF-WAY INCLUDING THE TERMS AND CONDITIONS THEREOF;**

**GRANTOR: DAVID L. PETERSON  
GRANTEE: ROBERT DROLZ AND PAULINE DROLZ, HUSBAND AND WIFE  
RECORDED: DECEMBER 27, 1990  
FILE NO.: 901227049, MICROFILM NO. 90 34413  
PURPOSE: A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS APPROXIMATELY TWENTY FEET IN WIDTH, MORE OR LESS, AS A ROADWAY, AS IT EXISTS ON NOVEMBER 26, 1990, OVER AND ACROSS, UNDER AND UPON THE WEST 400 FEET OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER SOUTH THE BOWES ROAD AND THE WEST 317 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SECTION 29, TOWNSHIP 20 NORTH, RANGE 10 WEST OF THE WILLAMETTE MERIDIAN, GRAYS HARBOR COUNTY, WASHINGTON, WHICH ROADWAY EXTENDS IN A GENERALLY NORTH-SOUTH DIRECTION OVER AND ACROSS SAID PROPERTY TOGETHER WITH THE RIGHT TO CONSTRUCT SPUR ROADS FROM SAID ROADWAY OVER AND ACROSS THE ABOVE DESCRIBED PROPERTY FOR ACCESS TO AND FOR THE BENEFIT OF GRANTEE'S PROPERTY**

**CONTINUED**

**6. EASEMENT INCLUDING ITS TERMS, COVENANTS, AND PROVISIONS AS DISCLOSED BY INSTRUMENT;**

**GRANTOR:** DAVID L. PETERSON, A SINGLE MAN, DAVID L. RABEY AND PATRICIA RABEY, HUSBAND AND WIFE, ROBERT J. DROLZ AND PAULINE M. DROLZ, HUSBAND AND WIFE, NORMAN ETHERINGTON AND IRMA ETHERINGTON, HUSBAND AND WIFE, EACH FOR HIMSELF OR HERSELF

**RECORDED:** JANUARY 24, 1997

**FILE NO.:** 970127025, MICROFILM NO. 97 02463

**PURPOSE:** THIS ROAD EASEMENT (PRIVATE ROAD) IS FOR INGRESS AND EGRESS AND ALSO FOR UNDERGROUND ELECTRIC POWER LINES, TELEPHONE, TELEVISION AND ALL OTHER UTILITY PURPOSES

**7. EASEMENT INCLUDING ITS TERMS, COVENANTS, AND PROVISIONS, AS DISCLOSED BY THE INSTRUMENT;**

**GRANTOR:** DAVID L. PETERSON, A SINGLE MAN, DAVID L. RABEY AND PATRICIA RABEY, HUSBAND AND WIFE, ROBERT J. DROLZ AND PAULINE M. DROLZ, HUSBAND AND WIFE, NORMAN ETHERINGTON AND IRMA ETHERINGTON, HUSBAND AND WIFE, EACH FOR HIMSELF OR HERSELF

**RECORDED:** FEBRUARY 21, 1997

**FILE NO.:** 970224064, MICROFILM NO. 97 06163

**FOR:** THIS ROAD EASEMENT (PRIVATE ROAD) IS FOR INGRESS AND EGRESS AND ALSO FOR UNDERGROUND ELECTRIC POWER LINES, TELEPHONE, TELEVISION AND ALL OTHER UTILITY PURPOSES

**8. COVENANTS, CONDITIONS AND RESERVATIONS, IF ANY, AS SHOWN ON THE FACE OF SAID LARGE LOT SUBDIVISION RECORDED MARCH 17, 1997 IN VOLUME 1 OF LARGE LOT SUBDIVISION, PAGES 23 AND 24, GRAYS HARBOR AUDITOR'S FILE NO. 970318048 AND LARGE LOT SUBDIVISION RECORDED AUGUST 11, 1999 IN VOLUME 1 OF LARGE LOT SUBDIVISION, PAGES 57 AND 58, AS GRAYS HARBOR AUDITOR'S FILE NO. 1999-08110102, RECORDS OF GRAYS HARBOR COUNTY.**

**9. RESTRICTIVE COVENANTS, INCLUDING ITS TERMS AND CONDITIONS THEREOF;**

**RECORDED:** JULY 11, 1997

**FILE NO.:** 970711081, MICROFILM NO. 97 28565

AMENDMENT TO SAID COVENANT WAS RECORDED JUNE 15, 1998 AS AUDITOR'S FILE NO. 980616046, MICROFILM NO. 98 30301.

AMENDMENT OF HANSON CREEK RESTRICTIVE COVENANTS RECORDED APRIL 24, 2002 AS AUDITOR'S FILE NO. 2002-04240009.

AMENDMENT OF HANSON CREEK RESTRICTIVE COVENANTS RECORDED APRIL 24, 2002 AS AUDITOR'S FILE NO. 2002-04240010.

**END OF SCHEDULE B - SECTION II SPECIAL EXCEPTIONS**

**NOTES:**

**a. THE ADDRESS OF THE SUBJECT PROPERTY IS:**

74 AXFORD PRAIRIE LN  
HOQUIAM, WA 98550

CONTINUED

- b. ACCORDING TO THE RECORDS OF GRAYS HARBOR COUNTY ASSESSOR, THE CURRENT VALUE OF SAID PREMISES IS AS FOLLOWS:

TAX ACCOUNT NO.:	201029230010
LAND:	\$29,500.00
IMPROVEMENTS:	\$0.00
TOTAL:	\$29,500.00

TAX ACCOUNT NO.:	201029230090
LAND:	\$10,000.00
IMPROVEMENTS:	\$0.00
TOTAL:	\$10,000.00

- c. THE FOLLOWING ABBREVIATED LEGAL DESCRIPTION IS PROVIDED AS A COURTESY TO ENABLE THE DOCUMENT PREPARER TO CONFORM WITH THE REQUIREMENTS OF RCW 65.04.045, PERTAINING TO STANDARDIZATION OF RECORDED DOCUMENTS.

ABBREVIATED LEGAL DESCRIPTION:

LOT 1, LLS 98-1458 VOL. 1 PG. 57

- d. TITLE COMPANY NOTES PER THE GRAYS HARBOR COUNTY ASSESSORS OFFICE THE LAND USE IS DESIGNATED AS 91.

**END OF SCHEDULE B - SECTION II NOTES**



Authorized Signature

**EXHIBIT "A"**

**LOT 1 OF THAT CERTAIN GRAYS HARBOR COUNTY LARGE LOT SUBDIVISION NO. LL 98 1458  
RECORDED AUGUST 11, 1999 IN VOLUME 1 OF LARGE LOT SUBDIVISION PAGES 57 AND 58, AS  
AUDITOR'S FILE NO. 1999-08110102, RECORDS OF GRAYS HARBOR COUNTY, LOCATED IN THE  
NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 20 NORTH,  
RANGE 10 WEST OF THE WILLAMETTE MERIDIAN;  
SITUATE IN THE COUNTY OF GRAYS HARBOR, STATE OF WASHINGTON.**



Rev. 09/07/2022

FACTS	WHAT DOES TITLE RESOURCES GUARANTY COMPANY 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?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Payment history and credit card or other debt</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
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 TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does TITLE RESOURCES GUARANTY COMPANY share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes- information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes- information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share
Questions?	Go to <a href="https://www.titleresources.com/privacypolicy">https://www.titleresources.com/privacypolicy</a>	

Page 2

**Who we are****Who is providing this notice?**

TITLE RESOURCES GUARANTY COMPANY

**What we do****How does TITLE RESOURCES GUARANTY COMPANY 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.

**How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?**

We collect your personal information, for example, when you

- Apply for insurance or pay insurance premiums
- Provide your mortgage information or show your driver's license
- Give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

**Why can't I limit all sharing?**

Federal law gives you the right to limit only

- Sharing for affiliates' everyday business purposes –information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

**Definitions****Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies that are owned in whole or in part by Anywhere Real Estate, Inc. (<https://www.anywhere.re>); Anywhere Integrated Services, LLC (<https://www.anywhereis.re>); and HomeServices of America, Inc. (<https://www.homeservices.com>).*

**Nonaffiliates**

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- ***TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.***

**Joint Marketing**

A formal agreement between nonaffiliated financial companies that together market financial products or service to you.

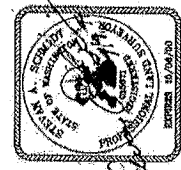
- ***TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliated financial companies for joint marketing purposes.***

**Other Important Information****For European Union Customers**

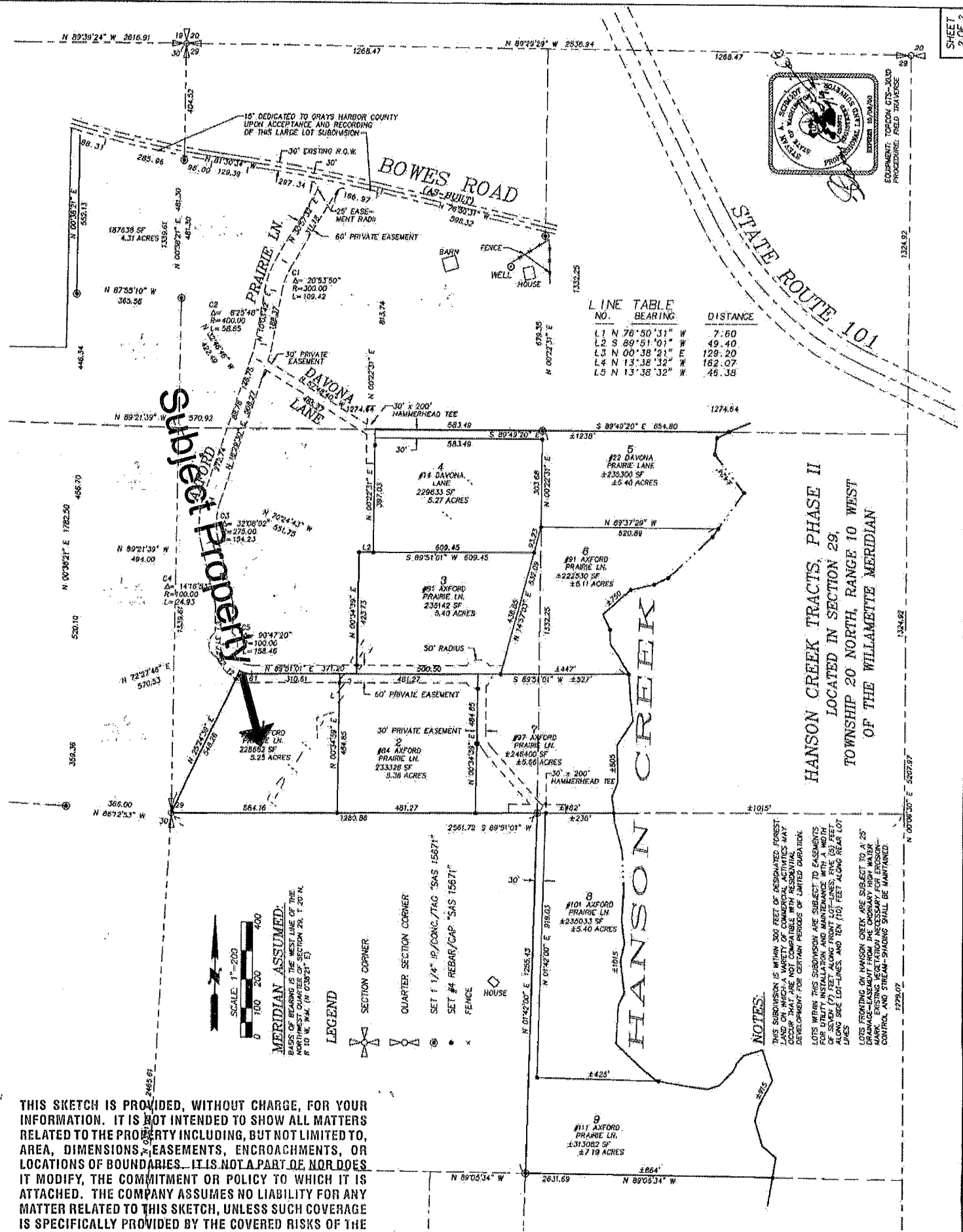
Please see our Privacy Policy located at <https://www.titleresources.com/privacypolicy>

**For our California Customers**

Please see our notice about the California Consumer Protection Act located at <https://www.titleresources.com/privacypolicy>



EQUIPMENT: TOPCON CTS-3020  
PROCEDURE: FIELD TRAVERSE



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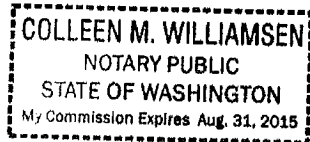
REAL ESTATE EXCISE TAX  
\$ 693.50 Paid 9-20-12  
RONALD A. STRABBING, TREASURER  
Grays Harbor County, Montesano, Wash.  
By E. Gentile Deputy

2012-09200039 09/20/2012 02:36 PM DEED  
Page 1 of 2 R 73.00 Grays Harbor Co, WA  
COAST TITLE

STATE OF WASHINGTON                     )  
  :SS.  
GRAYS HARBOR COUNTY                 )

I certify that I know or have satisfactory evidence that ROBERT J. DROLZ, PAULINE M. DROLZ and PATRICIA RABEY are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in this instrument.

DATED: 8/29/12



Colleen M. Williamsen  
NOTARY PUBLIC in and for the State of  
Washington residing at Aberdeen

AFTER RECORDING MAIL TO:

Parker & Winkelman, P.S.  
P.O. Box 700  
Hoquiam, WA 98550

D91651

## DEED OF TRUST

THIS DEED OF TRUST, made this 17 day of September, 2012, between John Powell and Louise Jeanette Crary, husband and wife, Grantor, whose address is 2662 Irwinton Road, Milledgeville, GA 31061 Coast Title & Escrow, Inc., Trustee, whose address is 522 W. Wishkah Street, P.O. Box 287, Aberdeen, WA 98520, and Sinclair-Oconee Financial Corporation, a Georgia Corporation, Beneficiary, whose address is 150 Roberson Mill Road, Milledgeville, GA 31061.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described real property in Grays Harbor County, Washington:

### PARCEL A:

Lots 1, 2, 4 and 5 of that certain Grays Harbor County Large Lot Subdivision No. 98-1458 recorded August 11, 1999 in Volume 1 of Large Lot Subdivisions, pages 57 and 58, as Auditor's File No. 1999-08110102, records of Grays Harbor County;  
(Being a portion of the Northwest Quarter of Section 29, Township 20 North, Range 10 West of the Willamette Meridian);  
Situate in the County of Grays Harbor, State of Washington.

### PARCEL B:

That portion of Lot 2 of that certain Grays Harbor County Large Lot Subdivision No. LL 96-1814, recorded March 17, 1997 in Volume 1 of Large Lot Subdivision, pages 23 and 24, as Auditor's File No. 970318048, records of Grays Harbor County; located in the Southwest Quarter of the Northwest Quarter of Section 29, Township 20 North, Range 10 West of the Willamette Meridian;  
Situate in the County of Grays Harbor, State of Washington.

Subject to easements, restrictions and reservations of record.

Assessor's Property Tax Parcel Account Numbers: 201029230010, 201029230090, 201029230100, 201029230120, 201029240040 and 201029230130

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

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of Forty Nine Thousand One Hundred Eighty Four and 66/100 Dollars (\$49,184.66), in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantors, or any of the Grantors successors or assigns, together with interest thereon at the rate agreed upon.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the property in good condition and repair, to permit no waste of the property; to complete any building, structure, or improvement being built or about to be built on the property; to restore promptly any building, structure or improvement on the property which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.

2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.

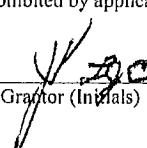
3. To keep all buildings now or hereafter erected on the property continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor(s). The amount collected under any insurance policy may be applied upon any indebtedness secured by this Deed of Trust in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor(s) in insurance policies then in force shall pass to the purchaser at the foreclosure sale.

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

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

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

7. DUE ON SALE: (OPTIONAL - Not applicable unless initialed by Grantor and Beneficiary) The property described in this security instrument may not be sold or transferred without the Beneficiary's consent. Upon breach of this provision, Beneficiary may declare all sums due under the note and Deed of Trust immediately due and payable, unless prohibited by applicable law.

  
Grantor (Initials)

\_\_\_\_\_  
Beneficiary (Initials)

IT IS MUTUALLY AGREED THAT:

8. 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 obligation.

9. 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.

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


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

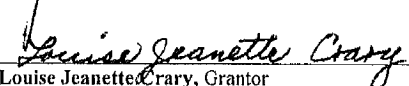
13. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed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

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

15. In the event of the absence, 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.

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

  
John Powell, Grantor

  
Louise Jeanette Cray, Grantor

