

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

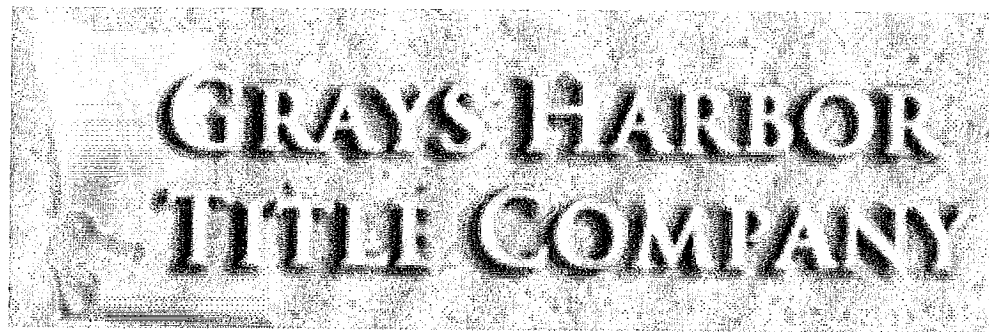
DISTRIBUTION LIST

Our Order No.: GR22735
 Reference No:
 Re: RODIUS/TO COME
 Property Address: 2724 STATE RT 109
 OCEAN CITY, WA 98569

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

	LENDER
SELLING AGENT	LISTING AGENT
	WINDERMERE REAL ESTATE ABERDEEN 101 S BROADWAY ABERDEEN, WA 98520 CONTACT: DAVID DAGNEN EMAIL: DDAGNEN@WINDERMERE.COM
ADDITIONAL SELLING AGENT	ADDITIONAL LISTING AGENT
BUYER'S ATTORNEY	SELLER'S ATTORNEY
MORTGAGE BROKER	ADDITIONAL LENDER
	TITLE OFFICER: JENNI BONNELL JENNIB@GRAYSHARBORTITLE.COM

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 EXTRACTIONAL 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.

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

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- (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.: **GR22735**

Escrow Officer:

Reference No.:

Ref: **RODIUS / TO COME**

1. EFFECTIVE DATE: **April 15, 2024 at 8:00 AM.**

2. POLICY OR POLICIES TO BE ISSUED:

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

PREMIUM INFORMATION:

- | | | | | |
|----|------------------------------|------------------|-----------------------|-------------------------|
| a. | GENERAL SCHEDULE RATE | \$TO COME | Tax: \$TO COME | Total: \$TO COME |
| b. | | | Tax: | Total: |
| 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 W. RODIUS, AN UNMARRIED MAN ON JANUARY 11, 2023, DATE OF ACQUIRING TITLE

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. 2023 DELINQUENT TAXES IN THE AMOUNT OF \$690.37, PLUS INTEREST AND PENALTY.

GENERAL TAXES FOR 2024 PAYABLE AFTER FEBRUARY 15, 2024, WHICH BECOME DELINQUENT AFTER APRIL 30, 2024, IF FIRST HALF NOT PAID:

**AMOUNT: \$565.80
TAX ACCOUNT NO.: 787000300000
AFFECTS: PARCEL A**

2023 DELINQUENT TAXES IN THE AMOUNT OF \$690.37, PLUS INTEREST AND PENALTY.

GENERAL TAXES FOR 2024 PAYABLE AFTER FEBRUARY 15, 2024, WHICH BECOME DELINQUENT AFTER APRIL 30, 2024, IF FIRST HALF NOT PAID:

**AMOUNT: \$565.80
TAX ACCOUNT NO.: 787000400000
AFFECTS: PARCEL B**

2023 DELINQUENT TAXES IN THE AMOUNT OF \$734.36, PLUS INTEREST AND PENALTY.

GENERAL TAXES FOR 2024 PAYABLE AFTER FEBRUARY 15, 2024, WHICH BECOME DELINQUENT AFTER APRIL 30, 2024, IF FIRST HALF NOT PAID:

**AMOUNT: \$601.86
TAX ACCOUNT NO.: 787000500000
AFFECTS: PARCEL C**

3. DEED OF TRUST, TO SECURE AN INDEBTEDNESS OF \$145,000.00 INCLUDING INTEREST, ADVANCES OR OTHER OBLIGATIONS SECURED THEREBY;

**DATED: JANUARY 9, 2023
RECORDED: JANUARY 10, 2023
FILE NO.: 2023-01100041
GRANTOR: JOHN RODIUS
TRUSTEE: PACIFIC COAST TITLE COMPANY
BENEFICIARY: ROBERT JOHNSON**

4. EASEMENT, AND THE TERMS AND CONDITIONS THEREOF;

**RECORDED: JUNE 4, 1996
FILE NO.: 960605065
GRANTEE: TOD L. REICHERT AND SONJA J. REICHERT, HUSBAND AND WIFE, AND LELAND DAY AND CAROLYN DAY, THEIR HEIRS AND SUCCESSORS AND ASSIGNS
FOR: TO MAKE NECESSARY CUTS, SLOPES AND GRADES AND TO CONSTRUCT, IMPROVE AND MAINTAIN SIXTH AVENUE, TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS FOR SAID PURPOSES
AFFECTS: PARCELS B AND C**

CONTINUED

5. EASEMENT, AND THE TERMS, COVENANTS AND PROVISIONS THEREOF FOR ELECTRIC DISTRIBUTION AND COMMUNICATION FACILITIES AND TOGETHER WITH NECESSARY APPURTENANCES, AS GRANTED BY INSTRUMENT;

RECORDED: SEPTEMBER 2, 2011
FILE NO.: 2011-09020006
TO: PUBLIC UTILITY DISTRICT NO. 1 OF GRAYS HARBOR
COUNTY, WASHINGTON
AFFECTS: PARCEL B

END OF SCHEDULE B - SECTION II SPECIAL EXCEPTIONS

NOTES:

a. THE ADDRESS OF THE SUBJECT PROPERTY IS:

2724 STATE RT 109
OCEAN CITY, WA 98569
AFFECTS: PARCEL B

2726 STATE RT 109
OCEAN CITY, WA 98569
AFFECTS: PARCEL C

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

TAX ACCOUNT NO.: 787000300000
LAND: \$69,300.00
IMPROVEMENTS: \$0.00
TOTAL: \$69,300.00
AFFECTS: PARCEL A

TAX ACCOUNT NO.: 787000400000
LAND: \$69,300.00
IMPROVEMENTS: \$0.00
TOTAL: \$69,300.00
AFFECTS: PARCEL B

TAX ACCOUNT NO.: 787000500000
LAND: \$69,300.00
IMPROVEMENTS: \$4,608.00
TOTAL: \$73,908.00
AFFECTS: PARCEL C

b. 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:

TR'S 3-5, BLK N, 1ST ADD OCEAN CITY

CONTINUED

Commitment No.: GR22735

- c. TITLE COMPANY NOTES PER THE GRAYS HARBOR COUNTY ASSESSORS OFFICE THE LAND USE IS DESIGNATED AS 91 AND 18.

END OF SCHEDULE B - SECTION II NOTES

A handwritten signature in black ink, appearing to read "Mark D. Smith", written over a horizontal line.

Authorized Signature

EXHIBIT "A"

PARCEL A:

**TRACT 3, FIRST ADDITION NORTH IN FIRST ADDITION TO OCEAN CITY, AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 72, RECORDS OF GRAYS HARBOR COUNTY;
SITUATE IN THE COUNTY OF GRAYS HARBOR, STATE OF WASHINGTON.**

PARCEL B:

**TRACT 4, FIRST ADDITION NORTH IN FIRST ADDITION TO OCEAN CITY, AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 72, RECORDS OF GRAYS HARBOR COUNTY;
SITUATE IN THE COUNTY OF GRAYS HARBOR, STATE OF WASHINGTON.**

PARCEL C:

**TRACT 5, FIRST ADDITION NORTH IN FIRST ADDITION TO OCEAN CITY, AS PER PLAT RECORDED IN VOLUME 5 OF PLATS, PAGE 72, RECORDS OF GRAYS HARBOR COUNTY;
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"> • Social Security number and account balances • Payment history and credit card or other debt • Checking account information and wire transfer instructions <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 https://www.titleresources.com/privacypolicy	

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?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance or pay insurance premiums • Provide your mortgage information or show your driver's license • Give us your contact information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • 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 <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>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).</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • TITLE RESOURCES GUARANTY COMPANY does not share with nonaffiliates so they can market to you.
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or service to you.</p> <ul style="list-style-type: none"> • 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

W. 70.00 CHS, VAR. 21° 30'E

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, ENEROACHMENTS, OR LOCATIONS OF BOUNDARIES. IT IS NOT A PART OF, NOR DOES IT MODIFY, THE COMMITMENT OR POLICY TO WHICH IT IS ATTACHED. THE COMPANY ASSUMES NO LIABILITY FOR ANY MATTER RELATED TO THIS SKETCH, UNLESS SUCH COVERAGE IS SPECIFICALLY PROVIDED BY THE COVERED RISKS OF THE POLICY. REFERENCE SHOULD BE MADE TO AN ACCURATE SURVEY FOR FURTHER INFORMATION.

Subject Property

Subject Property

Subject Property

Subject Property

Subject Property

45

46

47

48

49

PROPERTY

320010

When recorded return to:

JOHN W. RODIUS
P O BOX 908
OCEAN SHORES, WA 98569

PT6984

769.40 769.40 769.40
(248987)(248988)(248989)
REAL ESTATE EXCISE TAX
\$ 2308.20 PAID JAN 10 2023
KENNETH E. ALBERT, TREASURER
Grays Harbor County, Montesano, WA
By: Thao Deputy

STATUTORY WARRANTY DEED
(Fulfillment)

THE GRANTORS, THOMAS L. SUNDERLIN and MONA L. SUNDERLIN, husband and wife, and DOUGLAS L. LOTT and REBECCA L. LOTT, co-trustees of the DOUGLAS L. LOTT FAMILY PROTECTION TRUST DATED JULY 2, 2001, and REBECCA L. LOTT AND DOUGLAS L. LOTT, CO-TRUSTEES of the REBECCA L. LOTT FAMILY PROTECTION TRUST DATED JULY 2, 2001, and DOUGLAS L. LOTT AND REBECCA L. LOTT, co-trustees of the DOUGLAS L. AND REBECCA L. LOTT FAMILY PROTECTION TRUST DATED JANUARY 5, 2010, for and in consideration of Fulfillment of Bills of Sale recorded under Grays Harbor County Auditor File numbers 2022-05010045, 2022-05100046 and 2022-05100047 in hand paid, conveys, and warrants to JOHN W. RODIUS, an unmarried man the following described real estate, situated in the County of Grays Harbor, State of Washington:

SEE ATTACHED EXHIBIT "A"

Abbreviated Legal: TRS 3, 4 & 5, 1ST ADD NORTH IN 1ST ADD OCEAN CITY

Tax Parcel Number(s): 787000300000, 787000400000, 787000500000

SUBJECT TO covenants, conditions, restrictions, reservations, easement and agreement of record, if any.

This deed is given in fulfillment of those certain Bills of Sale between the parties hereto, dated May 10, 2022 and conditioned for the conveyance of the above described property, and the covenants of warranty herein contained shall not apply to any title, interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract.

Real Estate Excise Tax was paid on this sale or stamped exempt on 5/10/2022 receipt numbers 248987, 248988, 248989

Dated: January 6, 2023

By: Thomas L. Sunderlin
THOMAS L. SUNDERLIN

By: Mona L. Sunderlin
MONA L. SUNDERLIN

DOUGLAS L. LOTT FAMILY PROTECTION TRUST DATED JULY 2, 2001

By: DOUGLAS L. LOTT, co-trustee

By: REBECCA L. LOTT, co-trustee

REBECCA L. LOTT FAMILY PROTECTION TRUST DATED JULY 2, 2001

By: REBECCA L. LOTT, co-trustee

By: DOUGLAS L. LOTT, co-trustee

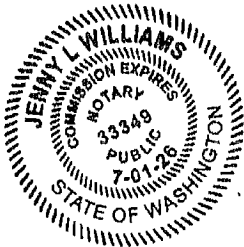
DOUGLAS L. AND REBECCA L. LOTT FAMILY PROTECTION TRUST DATED JANUARY 5, 2010

By: DOUGLAS L. LOTT, co-trustee

By: REBECCA L. LOTT, co-trustee

STATE OF Washington
COUNTY OF Gray Harbor } ss.

This record was acknowledged before me on 1-6-2023 by DOUGLAS L. LOTT AND REBECCA L. LOTT as CO-TRUSTEES of the LOTT FAMILY PROTECTION TRUSTS and/or THOMAS L. SUNDERLIN and MONA L. SUNDERLIN.



Jenny L. Williams
Notary Public
My commission expires: 7-1-2026

LPB 11-05(I-I)
Page ~~4~~ of ~~3~~ 3/5

REBECCA L. LOTT FAMILY PROTECTION TRUST DATED JULY 2, 2001

By: Rebecca L. Lott
REBECCA L. LOTT, co-trustee

By: [Signature]
DOUGLAS L. LOTT, co-trustee

DOUGLAS L. AND REBECCA L. LOTT FAMILY PROTECTION TRUST DATED JANUARY 5, 2010

By: [Signature]
DOUGLAS L. LOTT, co-trustee

By: Rebecca L. Lott
REBECCA L. LOTT, co-trustee

STATE OF Utah
COUNTY OF Washington } ss.

This record was acknowledged before me on 01-06-2023 by DOUGLAS L. LOTT AND REBECCA L. LOTT as CO-TRUSTEES of the LOTT FAMILY PROTECTION TRUSTS and/or THOMAS L. SUNDERLIN and MONA L. SUNDERLIN.

Becky Gardner
Notary Public
My commission expires: 02-27-24

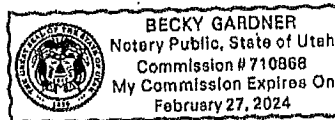


EXHIBIT "A"

PARCEL A:

**TRACT 3, FIRST ADDITION NORTH IN FIRST ADDITION TO OCEAN CITY, AS PER PLAT
RECORDED IN VOLUME 5 OF PLATS, PAGE 72, RECORDS OF GRAYS HARBOR COUNTY;
SITUATE IN THE COUNTY OF GRAYS HARBOR, STATE OF WASHINGTON.**

PARCEL B:

**TRACT 4, FIRST ADDITION NORTH IN FIRST ADDITION TO OCEAN CITY, AS PER PLAT
RECORDED IN VOLUME 5 OF PLATS, PAGE 72, RECORDS OF GRAYS HARBOR COUNTY;
SITUATE IN THE COUNTY OF GRAYS HARBOR, STATE OF WASHINGTON.**

PARCEL C:

**TRACT 5, FIRST ADDITION NORTH IN FIRST ADDITION TO OCEAN CITY, AS PER PLAT
RECORDED IN VOLUME 5 OF PLATS, PAGE 72, RECORDS OF GRAYS HARBOR COUNTY;
SITUATE IN THE COUNTY OF GRAYS HARBOR, STATE OF WASHINGTON.**

Filed for Record at Request of
BUDD BAY LAW, P.S.
324 West Bay Dr NW, Ste. 201
Olympia, WA 98502

2023-01100041 01/10/2023 02:19 PM DTRUST
Page 1 of 4 R 207.50 Grays Harbor Co, WA
PACIFIC TITLE
|||||

PT 6984

DEED OF TRUST

THIS DEED OF TRUST, made this 9 day of January, 2023, between **JOHN RODIUS (GRANTOR)**, PO Box 908 Ocean Shores, WA 98569, **PACIFIC COAST TITLE COMPANY (TRUSTEE)**, 133 S. First St., Montesano WA and **ROBERT JOHNSON, BENEFICIARY**, 6419 4th St Ct NE, Tacoma, WA 98422.

WITNESSETH: Grantor hereby bargains, sells and conveys to Trustee in Trust, with Power of Sale, the following property in Grays Harbor County, Washington:

OCEAN CITY 1ST N TR 3
OCEAN CITY 1ST N TR 4
OCEAN CITY 1ST N TR 5

SEE ATTACHED EXHIBIT A

Grays Harbor County ASSESSOR'S TAX PARCEL NUMBER(S): 787000300000 787000400000 787000500000

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

This deed is for the purpose of securing performance of each agreement of Grantor herein contained, and payment of the sum of One Hundred Forty Five Thousand and 00/100 Dollars (\$145,000.00), with interest, in accordance with the terms of a promissory note of even date herewith, payable to Beneficiary or order, and made by Grantor, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced or loaned by Beneficiary to Grantor, or any of their successors or assigns, together with interest thereon at such rate as shall be agreed upon.

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

1. To keep the property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property.
2. To pay before delinquent all lawful taxes and assessments upon the property; to keep the property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust.
3. To keep all buildings now or hereafter erected on the property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Grantor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.
5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.
6. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.
2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.
3. The Trustee shall reconvey all or any part of the property covered by this Deed of Trust to the person entitled thereto, on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.
4. Upon default by Grantor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the trust property, in accordance with the Deed of Trust Act of the State of Washington, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
5. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchaser and 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 a mortgage.
7. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Grantor, Trustee of Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.
8. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.
9. If the premises, or any part thereof, are sold, conveyed, transferred, encumbered, or full possessory rights therein transferred, or if a controlling interest in grantor (if a corporation) or a general partnership interest in grantor (if a partnership) is sold, conveyed, transferred or encumbered, without the prior written consent of the Beneficiary, then Beneficiary may declare all sums secured by the Deed of Trusts immediately due and payable. This provision shall apply to each and every sale, transfer, conveyance or encumbrance regardless of whether or not Beneficiary has consented or waived it rights, whether by action or non-action, in connection with any previous sale, transfer, conveyance or encumbrance, whether one or more.

GRANTOR:

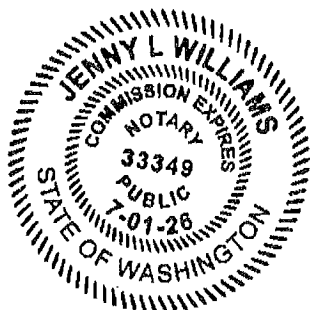
JOHN RODIUS

STATE OF WASHINGTON)

County of Grays Harbor) ss.

On this 9 day of January, 2023 before me personally appeared JOHN RODIUS and executed the within and foregoing instrument, and acknowledged said instrument to be the her free and voluntary act and deed, for the uses and purposes therein mentioned.

Jenny L. Williams



Jenny L. Williams
Notary Public for Washington, residing at Seattle, WA
My commission expires: 7-1-2026

TO: TRUSTEE

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust. Said note, together with all other indebtedness secured by said Deed of Trust, has been fully paid and satisfied, and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you thereunder.

DATED _____, 20_____

EXHIBIT "A"

PARCEL A:

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End of Exhibit "A"