



**Litigation or Trustee's
Sale Guarantee**

LTSG-8037540

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a corporation, herein called the Company, for the fee paid for this Guarantee, the number, amount, and effective date of which are shown herein, hereby Guarantees the parties herein called the Assured, against loss not exceeding the liability amount stated herein which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public record on the effective date stated herein,

- 1. The title to the herein described estate or interest was vested in the vestee named in Schedule A, subject to the matters shown as Exceptions herein in Schedule B, which Exceptions are not necessarily shown in the order of their priority.

This Guarantee is issued with the expectation that, within 60 days and based upon the facts set forth herein, a Notice of Trustee's Sale will be prepared and recorded or an action will be commenced in a Court of competent jurisdiction. If a Notice of Sale is not recorded or such action is not commenced, all liability and obligation of the Company hereunder shall cease and terminate 60 days after the effective date shown herein or as may have been extended by endorsement hereto. If for purposes of preparing a Notice of Sale, notice of the trustee's sale must be given pursuant to Idaho Code Section 45-1506, Schedule C may be provided for informational purposes.

This Guarantee shall not be valid or binding until countersigned below by an authorized officer or agent of the Company.

Issued through the Office of:
AmeriTitle, Inc.
101 W Fifth
Ellensburg, WA 98926
(509)925-1477 Fax No. (509)962-8325

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111



Authorized Signature

By  _____ President
Attest  _____ Secretary

GUARANTEE CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this Guarantee mean:

- (a) "land": The land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property;
- (b) "public record": those records which impart constructive notice of matters relating to said land;
- (c) "date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

2. Exclusions from Coverage of This Guarantee

The company assumes no liability for loss or damage by reason of the following:

- (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or right to maintain therein vaults, tunnels, ramps, or any other structure or improvement or any rights or easements therein unless such property, rights, or easements are expressly and specifically set forth in said description.
- (d) Defects, liens, encumbrances, adverse claims against the title as guaranteed or other matters (1) created, suffered, assumed or agreed to by one or more of the Assured; or (2) resulting in no loss to the Assured.

3. Prosecution of Actions

- (a) The company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable there under and shall not thereby concede liability or waive any provision hereof.
- (b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

5. Option to Pay, Settle, or Compromise Claims

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness

secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. Limitation of Liability - Payment of Loss

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated within this Guarantee.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for attorney's fees as provided for in paragraph 6(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

Subrogation Upon Payment or Settlement

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. Guarantee Entire Contract

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee. No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at the office which issued this Guarantee, or to its Home Office at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

10. Fee

The fee specified on the face of this guarantee is the total fee for title search and examination for this Guarantee.

TRUSTEE'S SALE GUARANTEE

SCHEDULE A

Order No.: 197977AM
TSG No.: LTSG-8037540
Your Reference: Morrison Canyon Lane
Liability: \$1,882.32
Fee: \$507.00
Tax: \$41.58
Effective Date: September 27, 2017 at 7:30 A.M.

1. Name of Assured:

Kittitas County Treasurer

2. Title to the estate or interest at the date hereof is vested in:

Ellis S. Miller and Thelma K. Miller

3. The estate or interest in the land hereinafter described or referred to covered by the Guarantee is:

FEE SIMPLE

4. The land referred to in this Guarantee is situated in the State of WA, County of Kittitas and is described as follows:

Lot 9, Block A, SUNGLIGHT WATERS, in the County of Kittitas, State of Washington, as per plat thereof recorded in Book 4 of Plats, pages 66 and 67, records of said County.

END OF SCHEDULE A

SCHEDULE B

Order No.: 197977AM
TSG No.: LTSG-8037540

EXCEPTIONS:

1. Any lien for service, installation, connection, maintenance, tap, capacity or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records
2. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
3. General Taxes for the year 2014, a Lien, are all delinquent
Parcel No.: 787234
In the original amount of: \$124.30

General Taxes for the year 2015, a Lien, are all delinquent
Parcel No.: 787234
In the original amount of: \$120.60

General Taxes for the year 2016, a Lien, are all delinquent
Parcel No.: 787234
In the original amount of: \$123.83

4. General Taxes and Assessments – total due may include fire patrol assessment, weed levy assessment and/or irrigation assessment, if any. Taxes noted below do not include any interest or penalties which may be due after delinquency.

Note: Tax year runs January through December with the first half becoming delinquent May 1st and second half delinquent November 1st if not paid. For most current tax information or tax printouts visit: or call their office at (509) 962-7535.

Tax Year: 2017
Tax Type: County
Total Annual Tax: \$125.85
Tax ID #: 787234
Taxing Entity: Kittitas County Treasurer
First Installment: \$62.93
First Installment Status: Delinquent
First Installment Due/Paid Date: April 30, 2017
Second Installment: \$62.92
Second Installment Status: Due
Second Installment Due/Paid Date: October 31, 2017

5. Liens, levies and assessments of the Sunlight Waters Country Club.
6. Reservation of Oil, gas, minerals, or other hydrocarbons, including the terms and provisions contained therein, in deed from The Cascade Lumber Company, a corporation.
Dated: September 30, 1926
Book: 45 of Deeds, Page 11
Instrument No.: 83949
The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

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7. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Puget Sound Power and Light Company
Purpose: Electric transmission and distribution line
Dated: September 16, 1965
Instrument No.: 324471
Book 120 of Deeds, Page 336
Affects: The West 300' of the South 1,050' of the Southwest Quarter of the Southeast Quarter of Section 24, and the East 30' of the North 670' of the South 1,050' of the Southeast Quarter of the Southwest Quarter of said Section 24
 8. Terms, restrictions, covenants and easements contained in Dedication and easement provision shown on plat of SUNLIGHT WATERS, recorded October 8, 1968, in Book 4 of Plats, page 66, records of Kittitas County, Washington.
 9. Declaration of Covenants and Restrictions for Sunlight Waters, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: November 25, 1968
Instrument No.: 351237

Amendment to Declaration of Covenants and Restrictions recorded on December 5, 1969, under Auditor's File No. 358426, amending restrictions recorded in Volume 130 of Deeds, page 684, and Volume 131 of Deeds, page 372.

We note Declaration of Covenants and Restrictions for Sunlight Waters Country Club recorded December 21, 1993, under Auditor's File No. 566331, and re-recorded March 7, 1994, under Auditor's File No. 568588. Said Declarations describe only Division I of Sunlight Waters; however, it is presumed that the intent was to affect all divisions of Sunlight Waters. The re-recorded copy of said declaration includes a statement that "...566331 supersede the former Declaration of Covenants and Restrictions AF# 351237 & 358426."

10. An easement including the terms and provisions thereof for the purpose shown below and rights incidental thereto as set forth in instrument:
Granted To: Puget Sound Power and Light Company, a Washington corporation
Purpose: An underground electrical system right of way, together with the right to construct, reconstruct, operate, inspect, maintain or remove an electrical system consisting of underground conduits, cables, manholes, vaults, and semiburied or ground mounted facilities such as concrete pads, transformers and other necessary or convenient facilities and equipment on said right of way, over, under, upon and across the exterior 5 feet of the front of all lots.
Recorded: February 10, 1969
Instrument No.: 352406
Book 1, Page 574
11. At the request of the insured, we have agreed to eliminate any reference in the policy to issue as to the pendency of Yakima County Superior Court Cause No. 77-2-01484-5 on the agreed-upon understanding that there are no provisions in said policy which afford, or are intended to afford, insurance that there is a present or continuing right to use surface waters of the Yakima River Drainage Basin. The sole purpose of said paragraph appearing in our Guarantee was to advise the insured that such an action is pending of record and that judgment adjudicating such surface waters are being sought in accordance with the statutes of the State.

12. Agreement and the terms and conditions contained therein

Between: Sunlight Waters Country Club, Inc.

And: Property owners

Purpose: declaring that all waters and the water system owned by Sunlight Waters Country Club, Inc., are owned for the sole and exclusive use of said club and the owners/contract purchasers of all lots within the Plat of Sunlight Waters, Sunlight Waters II and Sunlight Waters III and are not for the benefit of or to be used upon any other lands located in said Section 24 or any other lands not described in said plats, without the prior express written approval of the Country Club.

Dated: September 27, 1983

Instrument No.: 474219

Said water system was conveyed to Kittitas County Water District #7 by Instrument recorded September 20, 2000, under Auditor's File No. 200009200004, which instrument was amended and re-recorded on November 15, 2000, under Auditor's File No. 200011150024.

13. Public Declaration and the terms and conditions thereof dated May 19, 1991, and recorded June 13, 1991, in Volume 322, page 1207, under Kittitas County Auditor's File No. 540051. Said document gives notice that the following By-Law issue was adopted and incorporated into the By-Laws as Article IX, in Section 5:

"The Water hook-up fee has been a long-standing policy of Sunlight Waters Country Club, Inc. It is hereby resolved that this policy be ratified. All persons who have a water hook-up and have not paid, are subject to this charge and a monthly maintenance fee."

14. Sunlight Waters Country Club, Inc. Amended By-Laws, recorded August 2, 2013, under Kittitas County Auditor's File No. 201308020027, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

15. Sunlight Waters Country Club Inc. Bylaws, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Recorded: June 21, 2016

Instrument No.: 201606210015

16. A claim of lien:

Amount: \$2,515.57

Named Party: Thelma K. Miller

Claimant: Sunlight Waters Country Club, Inc.

Recorded: November 1, 2016

Instrument No.: 201611010012

Said lien supersedes lien recorded July 3, 2013 under Auditor's File No. 201307030031

17. A claim of lien:

Named Party: Thelma K. Miller

Claimant: DSHS, Financial Services Administration, Office of Financial Recovery

Recorded: October 24, 2014

Instrument No.: 201410240016

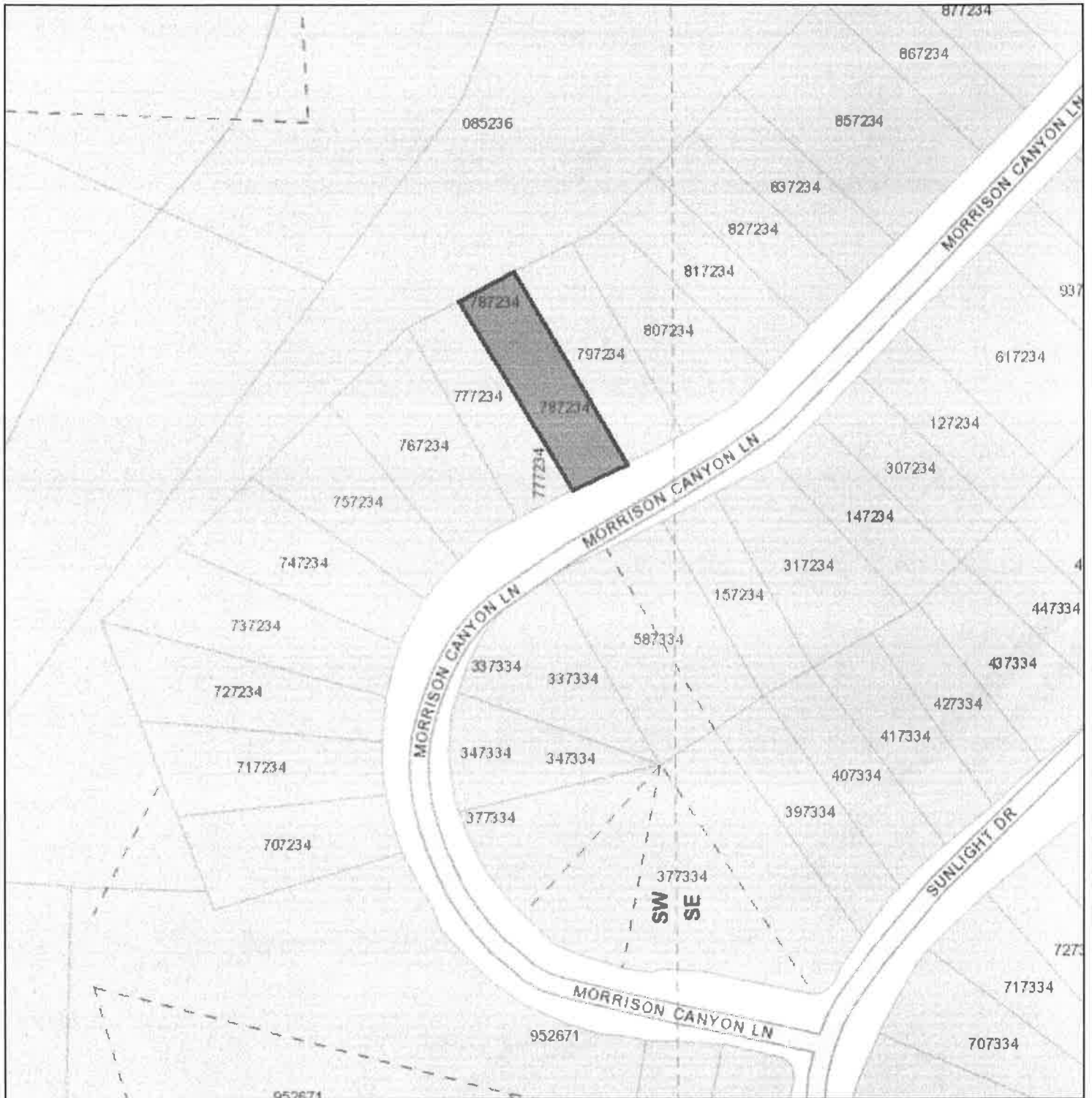
REQUIREMENTS:

- a. Your order for title work calls for a search of property that is identified only by a street address or tax identification number. Based on our records, we believe that the description in this commitment describes the land you have requested we insure, however, we can give no assurance of this.
To prevent errors and to be certain that the proper parcel of land will appear on the documents and on the policy of title insurance, we require verification of the legal description used for this commitment.
- b. All documents recorded in Washington State must include an abbreviated legal description and tax parcel number on the first page of the document. The abbreviated description for this property is: Lot 9, Block A, SUNGLIGHT WATERS, Book 4 of Plats, pages 66 and 67.

Note No. 1: Any map or sketch enclosed as an attachment herewith is furnished for informational 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

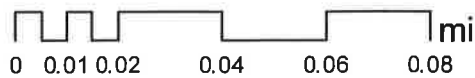
Parcel 787234



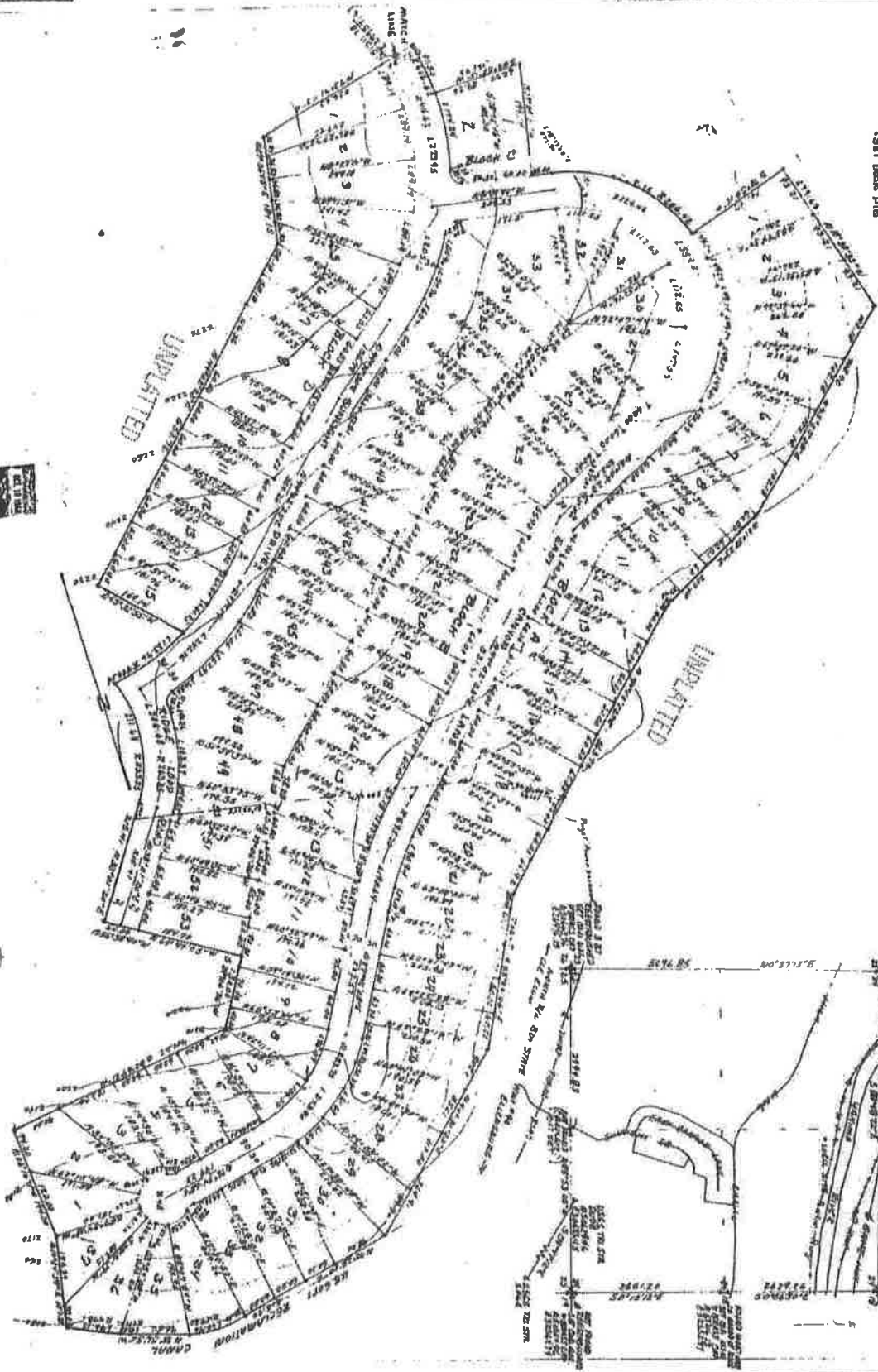
Date: 10/6/2017

1 inch = 188 feet
Relative Scale 1:2,257

Disclaimer:
Kittitas County makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data, its use, or its interpretation. Kittitas County does not guarantee the accuracy of the material contained herein and is not responsible for any use, misuse or representations by others regarding this information or its derivatives.



SUNLIGHT WATERS
 PARTS OF SECTION 24 T19N, R16E, W4E
 SCALE 1" = 100'
 SET BOOK P16



VICINITY MAP
 SECTION 24, T19N, R16E, W4E
 SCALE 1" = 10000'
 SET BOOK P16

350330 7/16/16