

NO. 0103052

LIABILITY \$1,000.00

FEE \$ 215.40

DEC 07 2006

CHICAGO TITLE INSURANCE COMPANY

a corporation, herein called the Company,

GUARANTEES

Policy No. 72030- 6589

DARCY SPENCER-WENGER

herein called the Assured, against actual loss not exceeding the liability amount stated above which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

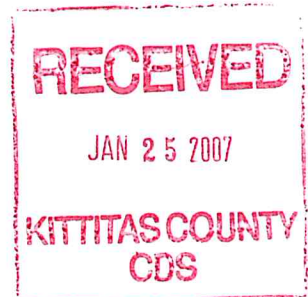
1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth above.

Dated: November 27, 2006

CHICAGO TITLE INSURANCE COMPANY

By *Anna Williams*
Authorized Signature

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.



SUBDIVISION GUARANTEE

Office File Number : 0103052
Guarantee Number : 48 0035 72030 6589
Dated : November 27, 2006, at 8:00am
Liability Amount : \$ 1,000.00
Premium : \$ 200.00
Tax : \$ 15.40

Your Reference : DARCY SPENCER-WENGER

Name of Assured: DARCY SPENCER-WENGER

The assurances referred to on the face page are:

That, according to those public records with, under the recording laws, impart constructive notice of matters relative to the following described real property:

Parcel A:

All of that part of the following described portion of the Northeast Quarter of Section 29, Township 20 North, Range 14 East, W.M., Kittitas County, State of Washington, which lies East of Big Creek and North of the Kittitas Reclamation District Canal; A tract of land bounded by a line beginning at a point on the North boundary line of said quarter section which is 1,274.8 feet South 89°26' West of the intersection of the South boundary line of the right of way of the County Road with the North boundary line of said quarter section, and running thence South 11°02' West, 756.4 feet; thence South 26°58' East, 64.9 feet; thence South 77°18' East, 1,900.1 feet to the East boundary line of said quarter section; thence South along the East boundary line of said quarter section to the Southeast corner thereof; thence West along the South boundary line of said quarter section to the Southwest corner thereof; thence North along the West boundary line of said quarter section to the Northwest corner thereof; and thence East along the North boundary line of said quarter section to the point of beginning.

Parcel B:

An easement for roadway for ingress and egress as contained in Agreed Judgment and Decree entered in Kittitas County Superior Court on August 1, 1974 in Cause No. 18617, described as follows:

A strip of land 18 feet in width running in a Northerly and Southerly direction immediately adjacent to the West right of way boundary line of the Kittitas Reclamation District lateral across the East end of that real property deeded to Jacob Korfus by deed dated November 23, 1938 and recorded in Book 59 of Deeds, page 414, records of Kittitas County, Washington.

And a strip of land 15 feet in width described as follows:

Beginning at the Northeast corner of the Northeast quarter of the Northeast quarter of Section 29, Township 20 North, Range 14 East, W.M.; thence South 0°20'01" East along the East boundary of said Northeast quarter of the Northeast quarter 559.40 feet to the South right of way line of Nelson Siding Road; thence North 42°05'21" West 19.86 feet to the true point of beginning; thence South 18°06'01" West 21.76 feet (being Course No. 1); thence South 2°33'13" West 94.38 feet (being Course No. 2); thence South 11°25'39" West 45.30 feet (being Course No. 3); thence South 81°05'01" East 15 feet; thence Northerly along a course paralleling Course Nos. 3, 2 and 1 a distance of 15 feet East of said Course to the Southerly boundary of the right of way of Nelson Siding Road; thence North 42°05'21" West to the true point of beginning.

Title to said real property is vested in:

MARK E. WENGER AND DARCY L. SPENCER-WENGER, HUSBAND AND WIFE

END OF SCHEDULE A

(SCHEDULE B)

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Subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

EXCEPTIONS:

1. 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.
2. Unpatented mining claims; reservations or exceptions in the United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
3. Title to any property beyond the lines of the real property expressly described herein, or title to streets, roads, avenues, lanes, ways or waterways on which such real property abuts, or the 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.
4. General taxes and assessments for the year 2006 have been paid.
Amount : \$2,623.92
Tax Parcel No. : 20-14-29010-0010 (479134)
2. Possibility of unpaid assessments levied by the Kittitas Reclamation District, notice of which is given by an amendatory contract recorded in Book 82 of Deeds, page 69, under Kittitas County Auditor's File No. 208267, no search having been made therefor.

To obtain assessment information, please contact the Kittitas Reclamation District: 509-925-6158.

3. Exceptions and Reservations as contained in Instrument
From : Northwestern Improvement Company
Recorded : June 23, 1902
Auditor's File No. : Volume 4 of Deeds, Page 610
As follows : Reserving and excepting from said lands such as are known, or shall hereafter be ascertained to contain mineral including iron and coal, and also the use of such surface ground as may be necessary for mining operations, and the right of access to such reserved and excepted mineral lands, for the purpose of exploring, developing and working the same; the use of such surface ground and the right of access herein reserved to be for the use and benefit of said party of the first part, its successors and its assigns of the lands hereby excepted, together with the hereditaments and appurtenances thereunto belonging or in any wise appertaining with the reservation and exception before stated.

The interest excepted above has not been examined and subsequent transactions affecting said interest or taxes levied against same are not reflected in this title report.

CONTINUED

(SCHEDULE B)

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4. Waiver of damages contained in Deed from C.F. Diener and Louisa Diener, husband and wife to the Kittitas Reclamation District, dated September 11, 1926, and recorded October 6, 1926, in Book 43 of Deeds, page 637, under Auditor's File No. 83744, as follows:

"Said grantor, for itself and for its successors and assigns, hereby acknowledge full satisfaction for all severance damages and claims thereto to all their lands adjacent to the lands herein conveyed by reason of or occasioned by the location, construction, maintenance and operation of an irrigation canal by grantee, its successors and assigns, over and across the premises herein conveyed."
5. Amendatory Contract, governing reclamation and irrigation matters;
Parties : The United States of America and the Kittitas Reclamation District
Dated : January 20, 1949
Recorded : May 25, 1949, in Volume 82 of Deeds, page 69
Auditor's File No. : 208267
Affects : Said premises and other lands within the said irrigation district. Said contract governs construction, charges, protection of water rights, irrigation rights, obligations, responsibilities and all related matters.
6. Maintenance provisions contained in deed executed by Maude Darling Smith, dated April 4, 1972, and recorded April 7, 1972, under Auditor's File No. 447684, as follows:

"It is understood that the grantee must contribute his full share to all repairs, maintenance, replacement and upkeep on all irrigation ditches and waterworks and the dam on Big Creek where the water is diverted to said lands."
7. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff, vs. James J. Acquavella, et al, Defendants; notice of which is given by Lis Pendens recorded on October 14, 1977, in Volume 90, page 589, under Kittitas County recording number 417302, and supplemental notice of Lis Pendens recorded June 4, 1980, in Volume 131, page 63, under Auditor's File No. 442263; being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington. (Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)
8. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on July 10, 1981, in Volume 151, Page 129, under Kittitas County Auditor's File No. 453494.
In favor of : Puget Sound Power and Light Company, a Washington Corporation
For : Underground electric system
Affects : A right of way 10 feet in width
9. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on May 23, 1985, in Volume 226, Page 52, under Kittitas County Auditor's File No. 487802 and amended under Auditor's File No. 488779.
In favor of : Earl E. Gentry and Valerie K. Gentry, husband and wife
For : Access
Affects : A strip of land 20 feet in width along the existing Kittitas Reclamation District Lateral to the Kittitas Reclamation District Canal; then Northwesterly along the canal to the existing road; thence continuing along said existing road to the existing road crossing the Kittitas Reclamation Canal at the Big Creek siphon.

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10. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on May 23, 1985, in Volume 276, Page 52, under Kittitas County Auditor's File No. 487802 and amended under Auditor's File No. 488779.
 - In favor of : Earl E. Gentry and Valerie K. Gentry, husband and wife
 - For : Access
 - Affects : Along the existing roadways location of which is undisclosed
11. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on May 23, 1985, in Volume 26, Page 52, under Kittitas County Auditor's File No. 487802 and amended under Auditor's File No. 488779.
 - In favor of : Earl E. Gentry and Valerie K. Gentry, husband and wife
 - For : Maintenance and repair of existing phone line
 - Affects : Portion of said premises
12. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on May 23, 1985, in Volume 226, Page 52, under Kittitas County Auditor's File No. 487802 and amended under Auditor's File No. 488779.
 - In favor of : Earl E. Gentry and Valerie K. Gentry, husband and wife
 - For : Use, maintenance and installation of power line
 - Affects : Portion of said premises
13. Easement, and the terms and conditions thereof, affecting a portion of said premises and for the purposes hereinafter stated, as granted by instrument recorded on April 30, 1991, in Volume 321, Page 1088, under Kittitas County Auditor's File No. 538944.
 - In favor of : Gerald J. Griffith and Joanne C. Griffith, husband and wife
 - For : Access
 - Affects : 20 foot strip of land being 10 feet on either side of the centerline of the existing road and within the South 40 feet of said premises
14. DEED OF TRUST, and the terms and conditions thereof:
 - Grantor : Mark E. Wenger and Darcy L. Spencer-Wenger, husband and wife
 - Trustee : AmeriTitle
 - Beneficiary : Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). Lender: Countrywide Bank, N.A.
 - Amount : \$375,000.00, plus interest
 - Dated : July 26, 2006
 - Recorded : August 1, 2006
 - Auditor's File No. : 200608010095
15. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed of Big Creek, if navigable.
16. Any question that may arise due to shifting or change in the course of the creek herein named, or due to said creek having changed its course.
Regarding: Big Creek.

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17. Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may cover the land or to use any portion of the land which is now or may formerly have been covered by water, and the right of use, control, or regulation by the United States of America in exercise of power over navigation.

END OF EXCEPTIONS

Notes:

1. Any map or sketch 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.

NOTE: In the event any contracts, liens, mortgages, judgments, etc. which may be set forth herein are not paid off and released in full, prior to or immediately following the recording of the forthcoming plat (short plat), this Company will require any parties holding the beneficial interest in any such matters to join in on the platting and dedication provisions of the said plat (short plat) to guarantee the insurability of any lots or parcels created thereon. We are unwilling to assume the risk involved created by the possibility that any matters dedicated to the public, or the plat (short plat) in its entirety, could be rendered void by a foreclosure action of any such underlying matter if said beneficial party has not joined in on the plat (short plat).

END OF GUARANTEE

AW/kdb