



First American

First American Title Insurance Company
1006 W Robert Bush Dr, South Bend, WA 98586
PO Box 251, South Bend, WA 98586
Phn - (360)875-6522 (800)562-8710
Fax - (866)299-2687

PACIFIC COUNTY TITLE UNIT
FAX (866)299-2687

Title Officer: **Doug Yager**
(360)875-6522
dyager@firstam.com

To: **First American Title Insurance Company**
200 SW Market St, Suite 250
Portland, OR 97201

File No.: **4429-1176928**
Your Ref No.:

Attn:

Re: Property Address: **247 First Street, Raymond, WA 98577**

COMMITMENT FOR TITLE INSURANCE

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY

Agreement to Issue Policy

We agree to issue a policy to you according to the terms of this Commitment.

When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-I.
- The General Exceptions and Exceptions in Schedule B-II.
- The Conditions.

This Commitment is not valid without Schedule A and Section I and II of Schedule B.

SCHEDULE A

1. Commitment Date: January 29, 2008 at 7:30 A.M.

2. Policy or Policies to be issued:	AMOUNT	PREMIUM	TAX
General Schedule Rate			
Standard Owner's Coverage	\$ To Follow	\$ To Follow	\$ To Follow
Proposed Insured:			
To Be Determined			
Simultaneous Issue Rate			
Extended Mortgagee's Coverage	\$ To Follow	\$ To Follow	\$ To Follow
Proposed Insured:			
To Be Determined			

3. (A) The estate or interest in the land described in this Commitment is:

A fee simple.

(B) Title to said estate or interest at the date hereof is vested in:

Old Standard Life Insurance Company

4. The land referred to in this Commitment is described as follows:

Real property in the County of Pacific, State of Washington, described as follows:

LOT 28 IN BLOCK 11 OF THE REPLAT OF RAYMOND AND FIRST ADDITION IN VOLUME D-3,
PAGE 167 OF PLATS, ON FILE IN THE OFFICE OF THE AUDITOR OF PACIFIC COUNTY,
WASHINGTON.

APN: 72039011028

**SCHEDULE B
SECTION I
REQUIREMENTS**

The following requirements must be met:

- (A) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (B) Pay us the premiums, fees and charges for the policy.
- (C) Documents satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
- (D) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (E) Releases(s) or Reconveyance(s) of Item(s):
- (F) Other:
- (G) You must give us the following information:
 - 1. Any off record leases, surveys, etc.
 - 2. Statement(s) of Identity, all parties.
 - 3. Other:

**SCHEDULE B
SECTION II
GENERAL EXCEPTIONS**

PART ONE:

- 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. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
- C. Easements, claims of easement or encumbrances which are not shown by the public records.
- D. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- E. (A) Unpatented mining claims; (B) Reservations or exceptions in patents or in Acts authorizing the issuance thereof; (C) Water rights, claims or title to water; whether or not the matters excepted under (A), (B) or (C) are shown by the public records; (D) Indian Tribal Codes or Regulations, Indian Treaty or Aboriginal Rights, including easements or equitable servitudes.
- F. Any lien, or right to a lien, for services, labor or materials or medical assistance heretofore or hereafter furnished, imposed by law and not shown by the public records.
- G. Any service, installation, connection, maintenance, construction, tap or reimbursement charges/costs for sewer, water, garbage or electricity.
- H. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof, but prior to the date the proposed insured acquires of record for value the escrow or interest or mortgage(s) thereon covered by this Commitment.

**SCHEDULE B
SECTION II**

EXCEPTIONS

PART TWO:

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction. The printed exceptions and exclusions from the coverage of the policy or policies are available from the office which issued this Commitment. Copies of the policy forms should be read.

1. Lien of the Real Estate Excise Sales Tax and Surcharge upon any sale of said premises, if unpaid. As of the date herein, the excise tax rate for **unincorporated Pacific County** is at **1.53 %**.
Levy/Area Code: 39

2. General taxes and assessments, if any, for the year 2008, in an amount not yet available, which cannot be paid until the **15th day of February** of said year.
Tax Account No.: 72039011028
1st Half
Assessed Land Value: \$ 9,900.00
Assessed Improvement Value: \$ 56,700.00
2nd Half
Assessed Land Value: \$ 9,900.00
Assessed Improvement Value: \$ 56,700.00

Note: Taxes and charges for 2007 were paid in full in the amount of \$1,157.88.

INFORMATIONAL NOTES

- A. Effective January 1, 1997, and pursuant to amendment of Washington State Statutes relating to standardization of recorded documents, the following format and content requirements must be met. Failure to comply may result in rejection of the document by the recorder.
- B. Any sketch attached hereto is done so as a courtesy only and is not part of any title commitment or policy. It is furnished solely for the purpose of assisting in locating the premises and First American expressly disclaims any liability which may result from reliance made upon it.
- C. The description can be abbreviated as suggested below if necessary to meet standardization requirements. The full text of the description must appear in the document(s) to be insured.

LOT 28, BLOCK 11, REPLAT OF RAYMOND AND FIRST ADD., VOL. D-3, P. 167, PACIFIC COUNTY

APN: 72039011028

NOTE: The Pacific County Treasurer's Office requires that the excise tax affidavit be CARBONIZED (NCR paper). They will not accept excise tax affidavits that are 4 duplicate signed copies or just one signed copy. You can obtain carbonized excise tax forms from your county Treasurer's office. Please contact the Pacific County Treasurer at (360) 875-9421 with any questions.

- D. All matters regarding extended coverage have been cleared for mortgagee's policy. The coverage contemplated by this paragraph will not be afforded in any forthcoming owner's standard coverage policy to be issued.

NOTE: A FEE WILL BE CHARGED UPON THE CANCELLATION OF THIS COMMITMENT PURSUANT TO WASHINGTON STATE INSURANCE CODE AND THE FILED RATE SCHEDULE OF THIS COMPANY.

CONDITIONS

1. DEFINITIONS

(a)"Mortgage" means mortgage, deed of trust or other security instrument.

(b)"Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B - Section II may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements (a) and (c) of Schedule B - Section I are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying on this Commitment when you acted in good faith to:

comply with the Requirements shown in Schedule B - Section I

or

eliminate with our written consent any Exceptions shown in Schedule B - Section II.

We shall not be liable for more than the Policy Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claim, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this commitment and is subject to its terms.



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PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our website at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

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5-19-06 *Al*

This transaction is not Taxable under Chapter 11 of the Extraordinary Session Laws of 1951
See Affidavit No. 073298
PACIFIC COUNTY TREASURER

FILED FOR RECORD AT REQUEST OF:
Old Standard Life Insurance Company
c/o Complete Cashflow Services LLC
505 N. Argonne Rd. Ste.BL-16
Spokane Valley, WA 99212

Loan #: 1175934
Title #: 2825681
TS #: fc14330-5

TRUSTEE'S DEED

✓ THE GRANTOR, First American Title Insurance Company, as present Trustee under that Deed of Trust, as hereinafter particularly described, in consideration of the premises and payment recited below, hereby grants and conveys, without warranty to: ✓ Old Standard Life Insurance Company, GRANTEE, that real property, situated in the County of Pacific, State of Washington, described as follows:

Lot 28 in Block 11 of the Replat of Raymond and First Addition to Raymond in Volume D-3, Page 167 of Plats, on file in the office of the Auditor of Pacific County, Washington.

Tax ID No. 72039011028 Aka: 247 1st Street, Raymond, WA 98577

RECITALS:

1. This conveyance is made pursuant to the powers, including the power of sale, conferred upon said Trustee by that certain Deed of Trust between Patrick J. Kelly, as Grantor, Pacific County Title Company as Trustee, and Samuel Demeter and Doris G. Demeter, as Beneficiary, dated 06/30/1995, Recorded on 07/05/1995 as Auditor No. 59371 in Volume 9507 at Page 143, records of Pacific, Washington.
2. Said Deed of Trust was executed to secure, together with other undertakings, the payment of one promissory note in the sum of \$70,000.00 with interest thereon, according to the terms thereof, in favor of Old Standard Life Insurance Company and to secure any other sums of money which might become due and payable under the terms of said Deed of Trust.

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Page: 1 of 3
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TRUSTEE'S DEED

TS #: fc14330-5
Loan #: 1175934

3. The described Deed of Trust provides that the real property conveyed therein is not used principally for agricultural or farming purposes.
4. Default having occurred in the obligations secured and/or covenants of the Grantor, as set forth in Notice of Trustee's Sale described below, which by the terms of the Deed of Trust make operative the power to sell, the thirty-day advance Notice of Default was transmitted to the Grantor, or his successor in interest, a copy of said Notice was posted or served in accordance with law.
5. Old Standard Life Insurance Company, being that the holder of the indebtedness secured by said Deed of Trust, delivered to said Trustee a written request directing said Trustee or his authorized agent to sell the described property in accordance with law and the terms of said Deed of Trust.
6. The defaults specified in the "Notice of Default" not having been cured, the Trustee, in compliance with the terms of said Deed of Trust, Recorded on 02/03/2006, as Instrument # 3089787 in the office of the Auditor of Pacific County, Washington, a "Notice of Trustee's Sale" of said property.
7. The Trustee, in its aforesaid "Notice of Trustee's Sale," fixed the place of sale as AT THE MAIN ENTRANCE TO THE SUPERIOR COURTHOUSE, 300 MEMORIAL AVENUE, SOUTH BEND, WA, a public place, on 05/12/2006 at 10:00AM, and in accordance with law caused copies of the statutory "Notice of Trustee's Sale" to be transmitted by mail to all persons entitled thereto and either posted or served prior to 90 days before the sale; further, the Trustee caused a copy of said "Notice of Trustee's Sale" to be published once between the thirty-fifth and twenty-eighth day before the date of sale, and once between the fourteenth and seventh day before the date of sale in a legal newspaper in each county in which the property or any part thereof is situated; and further, included in this Notice, which was transmitted to or served upon the Grantor or his successor in interest, a "Notice of Foreclosure" in substantially the statutory form.
8. During foreclosure, no action was pending on an obligation secured by said Deed of Trust.
9. All legal requirements and all provisions of said Deed of Trust have been complied with, as to acts to be performed and notices to be given, as provided in Chapter 61.24 RCW.



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Page: 2 of 3
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TRUSTEE'S DEED

TS #: fc14330-5
Loan #: 1175934

10. The defaults specified in the "Notice of Trustee's Sale" not having been cured eleven days prior to the date of Trustee's Sale and said obligations secured by said Deed of Trust remaining unpaid, on 05/12/2006, the date of sale, which was not less than 190 days from the date of default in the obligation secured, the Trustee then and there sold at public auction to said Grantee, the highest therefore, the property hereinabove described, for the sum of \$35,463.23, by the satisfaction in full of the obligation then secured by said Deed of Trust, together with all fees, costs and expenses as provided by statute.

Dated: May 17, 2006

First American Title Insurance Company, as Trustee

Maria Dela Torre

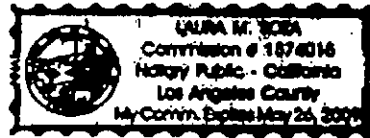
Name:
Title: **MARIA DELATORRE, ASST SEC**


STATE OF CA)
COUNTY OF ORANGE) ss.

On, 5/18/06, before me, **LAURA M. SOZA**, the undersigned, a Notary Public in and for said state, personally appeared MARIA DE LA TORRE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Laura M. Soza
LAURA M. SOZA



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Page: 3 of 3
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RAYMOND, 1st FIRST ADDITION TO RAYMOND.

Pacific County,
Washington.

