LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE GUARANTEE

SCHEDULE A

Office File Number CTL2362	Policy Number 2388-LG-CTL2362	Date of Policy June 14, 2016	Amount of Insurance \$40,000.00	Premium SEE INVOICE
Ref. No.:		at 8:00 AM		

1. Assured:

COWLITZ COUNTY TREASURER

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

Fee

3. Title to the estate or interest in the land is vested in:

KEITH L. WOOD, AS HIS SEPARATE ESTATE

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

SEE ATTACHED EXHIBIT "A"

LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE GUARANTEE

INFORMATION FOR THE ASSURED

- 1. THIS GUARANTEE IS RESTRICTED TO THE USE OF THE ASSURED SOLELY FOR THE PURPOSE OF PROVIDING INFORMATION TO FACILITATE THE COMMENCEMENT OF A SUIT AT LAW, THE FORFEITURE OF A REAL ESTATE CONTRACT PURSUANT TO RCW 61.30, OR FORECLOSURE PURSUANT TO RCW 61.24 OF A MORTGAGE DESCRIBED IN SCHEDULE B, AFFECTING THE LAND DESCRIBED IN SCHEDULE A. THE COMPANY SHALL HAVE NO LIABILITY FOR ANY RELIANCE HEREON EXCEPT FOR THE PURPOSE FOR WHICH THIS GUARANTEE IS ISSUED. THIS GUARANTEE IS NOT A COMMITMENT NOR AN OBLIGATION BY THE COMPANY TO ISSUE ANY POLICY OR POLICIES OF TITLE INSURANCE INSURING SAID LAND, AND IT IS NOT TO BE USED AS A BASIC FOR CLOSING ANY TRANSACTION AFFECTING TITLE TO SAID LAND.
- 2. UPON REQUEST WITHIN 60 DAYS FROM THE EFFECTIVE DATE OF THIS GUARANTEE, THE COMPANY WILL EXTEND THE EFFECTIVE DATE OF THIS GUARANTEE BY ENDORSEMENT TO INCLUDE THE FILING OF ANY COMPLAINT AND RECORDING OF NOTICE OF LIS PENDENS, RECORDING OF NOTICE OF INTENT TO FORFEIT REAL ESTATE CONTRACT, OR RECORDING OF NOTICE OF TRUSTEE'S SALE. SUCH AN ENDORSEMENT WILL SHOW AS ADDITIONAL EXCEPTIONS, AND THEREFORE EXCLUDE FROM COVERAGE, THOSE MATTERS ATTACHING SUBSEQUENT TO THE EFFECTIVE DATE OF THE GUARANTEE BUT PRIOR TO THE ISSUANCE OF THE ENDORSEMENT.
- 3. UPON REQUEST ON THE 30TH DAY PRECEDING THE DATE SET FOR THE FORFEITURE OF REAL ESTATE CONTRACT, OR TRUSTEE'S SALE, THE COMPANY WILL ISSUE AN ENDORSEMENT IDENTIFYING FEDERAL TAX LIENS, IF ANY, AFFECTING THE LAND DESCRIBED IN SCHEDULE A. THE RESPONSIBILITY, HOWEVER, FOR DETERMINING THE 30TH DAY BEFORE THE SALE OR FORFEITURE, AND FOR MAKING THE REQUEST ON THAT SAME DAY, IS BORNE BY THE ASSURED.
- 4. THE COMPANY MAY, BUT IS NOT OBLIGATED TO, ISSUE ADDITIONAL ENDORSEMENTS EXTENDING THE EFFECTIVE DATE OF THE GUARANTEE AT THE REQUEST OF THE ASSURED. THE FEE FOR SUCH ENDORSEMENTS WILL BE CHARGED ACCORDING TO THE COMPANY'S FILED RATE SCHEDULE FOR SUCH ENDORSEMENTS. THE COMPANY WILL NOT, AND ACCEPTS NO OBLIGATION TO, ISSUE AN ENDORSEMENT EXTENDING THE EFFECTIVE DATE TO, OR BEYOND, THE DATE OF ANY SALE OF THE PREMISES, RECORDING OF A DECLARATION OF FORFEITURE OF A REAL ESTATE CONTRACT, TRUSTEE'S SALE OR DEED IN LIEU THEREOF.
- 5. ATTENTION IS CALLED TO SOLDIERS' AND SAILORS' CIVIL RELIEF ACT OF 1940 AND AMENDMENTS THERETO WHICH CONTAIN LIMITATIONS AGAINST THE FORFEITURE OF LAND UNDER A REAL ESTATE CONTRACT OR THE SALE OF LAND UNDER A DEED OF TRUST IF THE OWNER IS ENTITLED TO THE BENEFITS OF SAID ACT.
- 6. ATTENTION IS CALLED TO THE FEDERAL TAX LIEN ACT OF 1966 AND AMENDMENTS THERETO WHICH, AMONG OTHER THINGS, PROVIDES FOR THE GIVING OF WRITTEN NOTICE OF SALE OR FORFEITURE IN A SPECIFIED MANNER TO THE SECRETARY OF THE TREASURY OR HIS DELEGATE AS A REQUIREMENT FOR THE DISCHARGE OR DIVESTMENT OF A FEDERAL TAX LIEN IN A NON-JUDICIAL SALE OR FORFEITURE, AND ESTABLISHES WITH RESPECT TO SUCH LIEN A RIGHT IN THE UNITED STATES TO REDEEM THE PROPERTY WITHIN A PERIOD OF 120 DAYS FROM THE DATE OF ANY SUCH SALE OR FORFEITURE.

SCHEDULE B

File Number: CTL2362 Policy Number: 2388-LG-CTL2362

GENERAL EXCEPTIONS FROM COVERAGE

- A. RIGHTS OR CLAIMS OF PARTIES IN POSSESSION NOT SHOWN BY THE PUBLIC RECORDS
- B. ENCROACHMENTS, OVERLAPS, BOUNDARY LINE DISPUTES AND OTHER MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY AND INSPECTION OF THE PREMISES.
- C. EASEMENTS OR CLAIMS OF EASEMENTS NOT SHOWN BY THE PUBLIC RECORDS.
- D. ANY LIEN, OR RIGHT TO A LIEN, FOR SERVICES, LABOR OR MATERIAL HERETOFORE OR HEREAFTER FURNISHED, IMPOSED BY LAW AND NOT SHOWN BY THE PUBLIC RECORDS.
- E. LIENS UNDER THE WORKMEN'S COMPENSATION ACT NOT SHOWN BY THE PUBLIC RECORDS.
- F. ANY SERVICE, INSTALLATION, CONNECTION, MAINTENANCE, OR CONSTRUCTION CHARGES FOR SEWER, WATER, ELECTRICITY OR GARBAGE REMOVAL.
- G. (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.
- H. INDIAN TRIBAL CODES OR REGULATIONS, INDIAN TREATY OR ABORIGINAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, EASEMENTS OR EQUITABLE SERVITUDES.
- I. GENERAL TAXES, SPECIAL ASSESSMENTS AND SPECIAL LEVIES.

SPECIAL EXCEPTIONS FROM COVERAGE

1. GENERAL TAXES AND ASSESSMENTS, IF ANY, NOT INCLUDING INTEREST AND PENALTY AFTER DELINQUENCY:

YEAR AMOUNT PAID OWING 2016 \$1,449.82 \$724.91 \$724.91

TAX PARCEL NO.: WJ2201006 ACCT. NO.: R014616 TAX CODE: 650

2013 \$1,950.72 \$0.00 \$1,950.72

TAX PARCEL NO.: WJ2201010 ACCT. NO.: R014620 TAX CODE: 650

SAID PARCEL NUMBER HAS BEEN CANCELLED

FIRST HALF OF GENERAL TAXES BECOME DELINQUENT ON MAY 1. SECOND HALF OF GENERAL TAXES BECOME DELINQUENT ON NOVEMBER 1.

2. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:

GRANTOR: WINIFRED M. WOOD, A WIDOW

TRUSTEE: PACIFIC NORTHWEST TITLE COMPANY OF WASHINGTON, INC. BENEFICIARY: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,

("MERS"), SOLELY AS NOMINEE FOR LENDER AND LENDER'S

SUCCESSORS AND ASSIGNS; LENDER IS FIELDSTONE

MORTGAGE COMPANY

AMOUNT: \$112,000.00

DATED: FEBRUARY 23, 2005 RECORDED: FEBRUARY 28, 2005

AUDITOR'S NO: 3250563

ASSIGNMENT OF SAID DEED OF TRUST:

ASSIGNEE: THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW

YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS OF CWALT, INC., ALTERNATIVE LOAN TRUST 2005-10CB, MORTGAGE PASS-

THROUGH CERTIFICATES, SERIES 2005-10CB

DATED: MARCH 5, 2013 RECORDED: MARCH 11, 2013

AUDITOR'S NO.: 3475296

APPOINTMENT OF SUCCESSOR TRUSTEE:

APPOINTED: SEASIDE TRUSTEE OF WASHINGTON, INC.

RECORDED: September 03, 2015

AUDITOR'S FILE NO: 3529493

3. MEMORANDUM OF LEASE:

LESSOR: GEORGE AND WINIFRED WOOD, TRUSTEES OF THE GEORGE AND

WINIFRED WOOD LIVING TRUST

LESSEE: US WEST WIRELESS L.L.C.

DATED: AUGUST 20, 1999 RECORDED: AUGUST 20, 1999

AUDITOR'S NO.: 3066047

ASSIGNMENT AND ASSUMPTION OF LEASE RECORDED MAY 5, 2005 UNDER AUDITOR'S FILE NO. 3257042 AND 3257043, VERIZON WIRELESS (VAW) LLC, A DELAWARE LIMITED LIABILITY COMPANY D/B/A VERIZON WIRELESS, ASSIGNEE

MEMORANDUM OF LEASE PURCHASE AND EASEMENT AGREEMENT DATED JULY 11, 2012 AND RECORDED JULY 13, 2012 UNDER AUDITOR'S FILE NO. 3459487, CF BLACK DOT LLC, A DELAWARE LIMITED LIABILITY COMPANY, ASSIGNEE

ASSIGNMENT AND ASSUMPTION OF LEASE PURCHASE AND EASEMENT AGREEMENT DATED SEPTEMBER 4, 2014 AND RECORDED OCTOBER 15, 2014 UNDER AUDITOR'S FILE NO. 3509688, GLOBAL SIGNAL ACQUISITIONS IV LLC, A DELAWARE LIMITED LIABILITY COMPANY, ASSIGNEE.

4. TERMS AND CONDITIONS OF MEMORANDUM OF LEASE PURCHASE AND EASEMENT AGREEMENT

DATED JULY 11, 2012

BETWEEN: WINIFRED M. WOOD

AND: CF BLACK DOT LLC, A DELAWARE LIMITED LIABILITY COMPANY

RECORDED: JULY 13, 2012 AUDITOR'S FILE NO.: 3459487

ASSIGNMENT AND ASSUMPTION OF LEASE PURCHASE AND EASEMENT AGREEMENT DATED SEPTEMBER 4, 2014 AND RECORDED OCTOBER 15, 2014 UNDER AUDITOR'S FILE NO. 3509688 GLOBAL SIGNAL ACQUISITIONS IV LLC, A DELAWARE LIMITED LIABILITY COMPANY, ASSIGNEE

5. MEMORANDUM OF COMMUNICATIONS SITE LEASE AGREEMENT:

LESSOR: THE GEORGE AND WINIFRED WOOD LIVING TRUST AND THE

INITIAL TRUSTEE(S), GEORGE AND WINIFRED WOOD

LESSEE: SALMON PCS, LLC
DATED: APRIL 18, 2002
RECORDED: APRIL 29, 2002

AUDITOR'S NO.: 3146819

6. MEMORANDUM OF LEASE AND THE TERMS AND CONDITIONS THEREOF:

LESSOR: WINIFRED M. WOOD, TRUSTEE OF THE GEORGE AND WINIFRED

WOOD LIVING TRUST

LESSEE: AT&T WIRELESS SERVICES OF WASHINGTON, LLC, AN OREGON

LIMITED LIABILITY COMPANY DBA AT&T WIRELESS, BY AT&T WIRELESS SERVICES, INC., A DELAWARE CORPORATION, ITS

MEMBER

DATED: MAY 23, 2003 RECORDED: AUGUST 5, 2003

AUDITOR'S NO.: 3194353

MEMORANDUM OF LEASE PURCHASE AND EASEMENT AGREEMENT DATED JULY 11, 2012 AND RECORDED JULY 13, 2012 UNDER AUDITOR'S FILE NO. 3459486, CF BLACK DOT LLC, A DELAWARE LIMITED LIABILITY COMPANY, ASSIGNEE

ASSIGNMENT AND ASSUMPTION OF LEASE PURCHASE AND EASEMENT AGREEMENT DATED SEPTEMBER 4, 2014 AND RECORDED OCTOBER 15, 2014 UNDER AUDITOR'S FILE NO. 3509687 GLOBAL SIGNAL ACQUISITIONS IV LLC, A DELAWARE LIMITED LIABILITY COMPANY, ASSIGNEE

7. TERMS AND CONDITIONS OF MEMORANDUM OF LEASE PURCHASE AND EASEMENT AGREEMENT DATED JULY 11, 2012

BETWEEN: WINIFRED M. WOOD

AND: CF BLACK DOT LLC, A DELAWARE LIMITED LIABILITY COMPANY

RECORDED: JULY 13, 2012 AUDITOR'S FILE NO.: 3459486.

ASSIGNMENT AND ASSUMPTION OF LEASE PURCHASE AND EASEMENT AGREEMENT DATED SEPTEMBER 4, 2014 AND RECORDED OCTOBER 15, 2014 UNDER AUDITOR'S FILE NO. 3509687 GLOBAL SIGNAL ACQUISITIONS IV LLC, A DELAWARE LIMITED LIABILITY COMPANY, ASSIGNEE

8. MEMORANDUM OF SECOND AMENDMENT TO OPTION AND LEASE AGREEMENT:

GRANTOR: CF BLACK DOT LLC

GRANTEE: NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED

LIABILITY COMPANY

DATED: MAY 28, 2013 RECORDED: JULY 11, 2013

AUDITOR'S NO.: 3484061

9. MEMORANDUM OF LEASE AND THE TERMS AND CONDITIONS THEREOF:

LESSOR: VERIZON WIRELESS (VAW) LLC, A DELAWARE LIMITED LIABILITY

COMPANY d/b/a VERIZON WIRELESS, WITH AN OFFICE AT C/O

VERIZON WIRELESS, 180 WASHINGTON VALLEY ROAD,

BEDMINISTER, NEW JERSEY

LESSEE: ATC SEQUOIA LLC. A DELAWARE LIMITED LIABILITY COMPANY.

WITH AN OFFICE AT 10 PRESIDENTIAL WAY, WOBURN, MA

TERM: MEMORANDUM OF LEASE

DATED: June 22, 2015
RECORDED: July 01, 2015
AUDITOR'S FILE NO.: 3525326

10. LIEN CLAIMED BY THE STATE OF WASHINGTON, UNDER DEPARTMENT OF DEPARTMENT OF SOCIAL AND HEALTH SERVICES FINANCIAL SERVICES ADMINISTRATION OFFICE OF FINANCIAL

RECOVERY, RECORDED September 28, 2015, UNDER AUDITOR'S FILE NO. 3531005

FOR: NONE SHOWN AGAINST: WINIFRED M. WOOD

11. WAIVER OF CLAIM FOR DAMAGES AND CONSENT TO LOCATE ROAD RECORDED DECEMBER 16, 1930 UNDER AUDITOR'S FILE NO. 100391.

1930 GNDER ADDITOR STILL NO. 100391.

12. UNDERGROUND UTILITY EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUBLIC UTILITY DISTRICT NO. 1 OF COWLITZ COUNTY,

WASHINGTON

PURPOSE: RIGHT-OF-WAY EASEMENT POWER UNDERGROUND

DATED: AUGUST 14, 1998 RECORDED: NOVEMBER 2, 1998

AUDITOR'S NO.: 3037572

AREA AFFECTED: SAID PROPERTY

CONTAINS COVENANT PROHIBITING STRUCTURES OVER SAID EASEMENT OR OTHER ACTIVITY WHICH MIGHT ENDANGER THE UNDERGROUND SYSTEM.

13. MATTERS SET FORTH BY SURVEY:

RECORDED: JUNE 18, 2013

AUDITOR'S NO.: 3482427 VOLUME: 33 PAGE: 70

14. MATTERS SET FORTH BY SURVEY:

RECORDED: JULY 2, 2013

AUDITOR'S NO.: 3483492 VOLUME: 33 PAGE: 77

AREA AFFECTED: INCLUDES THIS AND OTHER PROPERTY

15. ANY DEFECT IN OR INVALIDITY TO THE TITLE TO SAID LAND OR CLAIM OF ANY DEFECT OR INVALIDITY OF SAID TITLE ARISING OUT OF OR OCCASIONED BY A VIOLATION OF OR THE APPLICATION OF THE BANKRUPTCY CODE, OR ANY FRAUDULENT CONVEYANCES LAW OR INSOLVENCY LAW.

End of Schedule B Exceptions.

NOTES:

At the request of the assured the following information is provided:

a. THE ADDRESS OF THE SUBJECT PROPERTY IS:

404 HICKS RD. CASTLE ROCK, WA 98611

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: 22-9N-2W T-1A-1

Authorized Signatory

CASCADE TITLE COMPANY OF COWLITZ COUNTY, INC.

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **CASCADE TITLE COMPANY OF COWLITZ COUNTY, INC.**

We may collect nonpublic personal information about you from the following sources:

Information we receive from you such as on applications or other forms. Information about your transactions we secure from our files, or from [our affiliates or] others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates as permitted by law.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

ORT 287-C 5/07/01

File No.: CTL2362

EXHIBIT "A"

COMMENCING AT A POINT ON THE EAST LINE OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN WHERE THE SAME INTERSECTS WITH THE NORTH LINE OF THE COUNTY ROAD AS NOW LAID OUT AND USED, WHICH SAID POINT IS 44 RODS NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22;

THENCE 16 RODS WEST;

THENCE NORTH 20 RODS;

THENCE 16.5 RODS WEST FOR THE STARTING POINT OF THE FOLLOWING DESCRIBED PROPERTY:

RUNNING WEST FROM SAID STARTING POINT TO GULCH:

THENCE DOWN SAID GULCH SOUTHEASTERLY TO A POINT ON THE NORTH SIDE OF THE COUNTY ROAD RIGHT OF WAY:

THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID COUNTY ROAD WHICH IS LATERAL HIGHWAY NO. 2 TO A POINT DUE SOUTH OF THE POINT OF BEGINNING; THENCE NORTHERLY TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM THE FOLLOWING:

COMMEMCING AT A POINT ON THE EAST LINE OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN WHERE THE SAME INTERSECTS WITH THE NORTH LINE OF THE COUNTY ROAD AS NOW LAID OUT AND USED WHICH POINT IS 44 RODS NORTH OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22:

THENCE 16 RODS WEST;

THENCE NORTH 20 RODS;

THENCE WEST A DISTANCE OF 950 FEET, MORE OR LESS, TO A GULCH;

THENCE DOWN SAID GULCH SOUTHEASTERLY TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE COUNTY ROAD AND THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE EASTERLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD WHICH IS LATERAL HIGHWAY NO. 2 A DISTANCE OF 80 FEET;

THENCE NORTH 22° EAST A DISTANCE OF 140 FEET;

THENCE 68° WEST TO THE GULCH:

THENCE SOUTHEASTERLY DOWN SAID GULCH TO THE TRUE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF COWLITZ, STATE OF WASHINGTON