



**Enclosed: Title Only - Simultaneous Prelim Commitment**

**Property:** 3714 East 26th Avenue  
Spokane, WA 99223

**Date:** March 18, 2020

**County:** Spokane

**Order No.:** NXSP-0504206

**THIS INFORMATION IS NOT PART OF THE PRELIMINARY REPORT. YOU SHOULD READ THE PRELIMINARY REPORT VERY CAREFULLY.**

Your Title Team:

| Staff    |               | Email              | Phone No       |
|----------|---------------|--------------------|----------------|
| Jon Boyd | Title Officer | jboyd@nextitle.com | (509) 933-5208 |

NexTitle Spokane, 1500 W. 4th Ave., Suite 410, Spokane, WA 99201

**Main Phone: (888) 608-NEXT Main Fax: Website: NexTitle.com**  
California | Hawaii | Idaho | Oregon | Washington



**ALTA Commitment For Title Insurance  
(Adopted 06-17-06) (Revised 08-01-2016)**

**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
WESTCOR LAND TITLE INSURANCE 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, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina 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 six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:  
**NexTitle Spokane**  
1500 W. 4th Ave.  
Spokane, WA 99201

COUNTERSIGNED: James Galbraith  
Authorized Officer or Agent



*Mary O'Donnell*  
\_\_\_\_\_  
President  
*Patricia H. Power*  
\_\_\_\_\_  
Secretary

## 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) signed 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.
- (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.
- (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.



**COMMITMENT FOR TITLE INSURANCE**

Issued By

**Westcor Title Insurance Company**

**Transaction Identification Data for reference only:**

Issuing Agent: NexTitle Spokane  
Commitment No: NXSP-0504206  
Property Address: 3714 East 26th Avenue, Spokane, WA 99223

**SCHEDULE A**

- 1. Commitment Date: March 4, 2020 8:00AM
- 2. Policy or Policies to be issued:

Owner's Policy: ALTA Homeowner's Policy (12-02-13) Policy Amount  
Premium: \$0.00  
Tax:  
Total: \$0.00

Proposed Insured: Purchaser with contractual rights under a purchaser agreement with the vested owner identified at item 4 below.

Loan Policy: ALTA Extended Loan Policy (06-17-06) Policy Amount  
Premium: \$0.00  
Tax:  
Total: \$0.00

Proposed Insured: Lender with contractual obligations under a loan agreement with the Proposed Insured identified at Schedule A, Item 2(a).

- 3. The estate or interest in the Land described or referred to in this Commitment is:

FEE SIMPLE

- 4. Title to the FEE SIMPLE estate or interest in the Land is at the Commitment Date vested in:

Kathryn Kleypas, as her separate estate



5. The Land is described as follows:

**See attached Schedule C/Exhibit A**

Issued By:

**NexTitle Spokane**  
1500 W. 4th Ave.  
Spokane, WA 99201



COUNTERSIGNED: James Galbraith  
Authorized Officer or Agent



*Mary O'Dannem*  
\_\_\_\_\_  
President  
*Patricia H. Power*  
\_\_\_\_\_  
Secretary

**SCHEDULE B, Part I**  
**Requirements**

The following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under the commitment until it receives a designation of a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

**SCHEDULE B, PART II**  
**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

1. Any facts, rights interest, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession, or claiming to be in possession, thereof.
2. Easements, lines, encumbrances, or claims thereof which are not shown by the public records.
3. Any encroachment, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
4. Any lien, or right to a lien, imposed by the law for services, labor, or material heretofore, or hereafter furnished, which lien, or right to a lien, is not shown by the public records.
5. Unpatented mining claims; (b) reservations or exceptions in patents or in acts authorizing the issuance thereof; (c) Indian treaty or aboriginal rights, including, but not limited to, easements or equitable servitudes; or (d) water rights, claims or title to water, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the public records.
6. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the public records; proceedings, whether or not shown by the records of such agency or by the public records.
7. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal or other utilities unless shown as an existing lien by the public records.
8. 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 for value the estate or interest or mortgage thereon covered by the Commitment.



9. Real Estate Excise Tax pursuant to the authority of RCW Chapter 82.45 and subsequent amendments thereto.

As of the date herein, the local tax rate for said property is 0.50% together with the graduated state tax rate calculated as follows:

|                               |       |
|-------------------------------|-------|
| Up to \$500,000               | 1.1%  |
| \$500,000.01 - \$1,500,000    | 1.28% |
| \$1,500,000.01 to \$3,000,000 | 2.75% |
| Above \$3,000,000.01          | 3.0%  |

11. General Property Taxes and service charges, as follows, together with interest, penalty and statutory foreclosure costs, if any, after delinquency (1st half delinquent on May 1; 2nd half delinquent on November 1), Tax Account No.: [35274.1209](#), Year: 2020, Billed: \$2,306.63, Paid: \$0.00, Balance \$2,306.63. The current levy code is 0010.

The Spokane County Assessor's tax rolls disclose the current assessed values as follows:

Land: \$68,220.00  
Improvements: \$118,300.00  
Total: \$186,520.00

11. Easement and the terms and conditions thereof: Grantee: The Washington Water Power Company, a corporation, Purpose: To erect, construct, reconstruct and maintain an electrical distribution line, Area affected: Portion of said land, Recorded: January 12, 1955, under Recording No.: [291163B](#).
12. All covenants, conditions, Restriction, reservations, Easement or other servitudes, if any, disclosed by the recorded Plat of [Lincoln Heights](#). Omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons. This policy does not insure that the land described in Schedule A is benefited by Easement, covenants or other appurtenances shown on the plat or survey to benefit or burden real property outside the boundaries of said land.
13. Deed of Trust and the terms and conditions thereof. Grantor: Kathryn Kleypas, as her sole and separate property, Trustee: Northwest Trustee Services LLC, Beneficiary: Wells Fargo Bank, N.A., Original Amount: \$114,400.00, Dated: December 20, 2018, Recorded: December 26, 2018 under Recording No.: [6771572](#).
14. The land described in this commitment appears to be residential in nature and may be subject to the provisions of RCW 6.13.060 (homestead statute) if the land is occupied as a primary residence. If the land is occupied as a primary residence, all instruments conveying or encumbering the land must be executed by each spouse or domestic partner, individually, or by an attorney-in-fact. In the event the company receives instruments that are not joined by the non-owning spouse or domestic partner with possible homestead rights, the company may be unable to record or to insure the transaction.

## Informational Notes

1. Title will be vested in parties yet to be disclosed.
2. In the past 36 months, there has been one conveyance of record for the property described in Schedule A herein. Title was acquired by Kathryn Kleypas by deed recorded on April 11, 2017 under Recording No. [6592293](#).
3. The company has been asked to issue simultaneous policies without disclosure of the liability amounts. This commitment shall be effective only when the amounts of the owners and lenders policies committed for has been inserted in Schedule A hereof. The forthcoming owners policy must be issued in an amount at least equal to the full value of the estate insured in accordance with our rating schedule on file in the office of the Washington State Insurance Commissioner. The company may have further requirements if the undisclosed amount to be insured exceeds the current assessed valuation.
4. The matters relating to the questions of survey, rights of parties in possession and unrecorded liens for labor and material have been cleared for the loan policy, which when issued, will contain the ALTA 9-06, ALTA 8.1 and ALTA 22 endorsements. The loan policy offers additional coverage which will not be provided in the owner's policy to be issued, except as specified in the W/LTA Homeowner's Additional Protection Endorsement (1/12/95) or in the ALTA 2008 Homeowner's Policy.
5. Based on information provided to the company, on the date of this Commitment it appears that there is located on the land:

Property type: Single Family Residence  
Known as: 3714 East 26th Avenue, Spokane, WA 99223

6. The following may be used as an abbreviated legal description on the documents to be recorded, per amended RCW 65.04.

LT 9, BLK 84, LINCOLN HEIGHTS, SPOKANE CO., WA

Said abbreviated legal description is not a substitute for a complete legal description within the body of the document.

7. The company requires the proposed insured to verify that the land covered by this commitment is the land intended to be conveyed in this transaction. The description of the land may be incorrect, if the application for title insurance contained incomplete or inaccurate information. Notify the company well before closing if changes are necessary. Closing instructions must indicate that the legal description has been reviewed and approved by all parties.
8. In the event that the commitment jacket is not attached hereto, all of the terms, conditions and provisions contained in said jacket are incorporated herein. The commitment jacket is available for inspection at any company office.
9. In the event this transaction does not close with NexTitle, or this commitment is canceled, a fee of up to \$250.00, plus sales tax will be charged if applicable.
10. When sending documents for recording, please send to the following address:

1500 W 4th Ave, Suite 410, Spokane, WA 99201 Attn: Recording

If they must record the same day, please contact the title unit for special deliver requirements.

**SCHEDULE C / EXHIBIT A**

The Land is described as follows:

LOT 9, BLOCK 84, LINCOLN HEIGHTS, AS PER PLAT RECORDED IN VOLUME "L" OF PLATS, PAGE 36, RECORDS OF SPOKANE COUNTY;

SITUATE IN THE CITY OF SPOKANE, COUNTY OF SPOKANE, STATE OF WASHINGTON.

**APN/Parcel(s):** 35274.1209



**Notice of Privacy Policy**  
**of**  
**Westcor Land Title Insurance Company**

Westcor Land Title Insurance Company ("WLTIC") values its customers and is committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures WLTIC takes to safeguard that information.

**Who is Covered**

We provide our Privacy Policy to each customer when they purchase an WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

**Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agents, lenders, appraisers, surveyors or other similar entities.

**Access to Information**

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

**Information Sharing**

Generally, WLTIC does not share nonpublic personal information that it collects with anyone other than its policy issuing agents as needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC may share nonpublic personal information as permitted by law with entities with whom WLTIC has a joint marketing agreement. Entities with whom WLTIC has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC uses to protect this information and to use the information for lawful purposes. WLTIC, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

**Information Security**

WLTIC, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

*The WLTIC Privacy Policy can also be found on WLTIC's website at [www.wltic.com](http://www.wltic.com).*



## **PRIVACY POLICY NOTICE**

### **NexTitle Spokane**

File No.: NXSP-0504206

NexTitle Spokane values our customers and we are committed to protecting the privacy of personal information. In keeping with that philosophy, we have developed a Privacy Policy, set out below, that will ensure the continued protection of your nonpublic personal information and inform you about the measures NexTitle Spokane takes to safeguard that information.

#### **Who is Covered**

Each customer who purchases a title insurance policy or obtains settlement services through NexTitle Spokane

#### **Information Collected**

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as lenders, appraisers, surveyors or other similar entities.

#### **Access to Information**

Access to all nonpublic information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as legal, underwriting, claims administration and accounting.

#### **Information Sharing**

NexTitle Spokane does not share personal information that it collects with anyone other than those individuals necessary to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. NexTitle Spokane may share nonpublic personal information as permitted by law with entities with whom NexTitle Spokane has a joint marketing agreement. Entities with whom NexTitle Spokane has a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as NexTitle Spokane uses to protect this information and to use the information for lawful purposes. NexTitle Spokane, however, may share information as required by law in response to subpoena, to a government regulatory agency or to prevent fraud.

#### **Information Security**

NexTitle Spokane, at all times, strives to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

THE MAP ATTACHED HERETO MAY OR MAY NOT BE A SURVEY OF THE LAND DEPICTED. YOU SHOULD NOT RELY UPON IT FOR ANY PURPOSE OTHER THAN ORIENTATION TO THE GENERAL LOCATION OF THE PARCEL OR PARCELS DEPICTED. NEXTITLE, A TITLE AND ESCROW CO. EXPRESSLY DISCLAIMS ANY LIABILITY FOR ALLEGED LOSS OR DAMAGE WHICH MAY RESULT FROM RELIANCE UPON THIS MAP.

