

**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
TITLE RESOURCES GUARANTY COMPANY  
SCHEDULE A**

1. **Effective Date: July 6, 2017 at 8:00 a.m. Commitment No.: CK 40195398**

2. **Policy or Policies to be issued:**

**ALTA Homeowner's Policy 2-3-10**

**Proposed Insured: To Be Determined**

<b>Amount:</b>	<b>\$ 0.00</b>
<b>Premium:</b>	<b>\$ 0.00</b>
<b>Tax:</b>	<b>\$ 0.00</b>
<b>Total:</b>	<b>\$ 0.00</b>

**ALTA Loan Policy 6-17-06- Simultaneous Issue**

**Proposed Insured: To be determined**

<b>Amount:</b>	<b>\$ 0.00</b>
<b>Premium:</b>	<b>\$ 0.00</b>
<b>Tax:</b>	<b>\$ 0.00</b>
<b>Total:</b>	<b>\$ 0.00</b>

3. **Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the Effective Date hereof vested in:**

Toni A. Fritchman, as her separate estate

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

See Exhibit "A" attached hereto.

**EXHIBIT "A"**

**THE NORTH HALF OF TRACT 22 OF ANDREEN'S ACRE TRACTS, AS PER PLAT  
RECORDED IN VOLUME 17 OF PLATS, PAGE 45, RECORDS OF KING COUNTY  
AUDITOR;**

**SITUATE IN THE CITY OF KIRKLAND, COUNTY OF KING, STATE OF  
WASHINGTON.**

APN: **0225100116**

THE ADDRESS FOR THE EXHIBIT "A" ABOVE IS AS FOLLOWS:

**7541 123rd Ave NE Kirkland, WA 98033**

**THE PROPERTY ADDRESS SHOWN ABOVE IS NOT PART OF THE LEGAL DESCRIPTION  
FOR THE TITLE TO THE LAND TO BE INSURED.**

**COMMITMENT FOR TITLE INSURANCE  
ISSUED BY  
TITLE RESOURCES GUARANTY COMPANY  
SCHEDULE B – SECTION I**

**REQUIREMENTS:** The following requirements must be satisfied (unless otherwise noted, all documents required to be recorded must be recorded in the official real estate records of the county in which said property is located):

1. Payment of the necessary consideration for the estate or interest to be insured.
2. Pay all premiums, fees and charges for the policy.
3. Documents satisfactory to the Company creating the estate or interest to be insured, must be properly executed, delivered and duly filed of record.
4. Payment of all taxes and/or assessments levied against the Land which are due, payable or delinquent.
5. 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 have additional requirements or exceptions.

**SCHEDULE B – SECTION II**

**EXCEPTIONS:** Schedule B of the Policy or Policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. See Schedule B - Section II Standard Exceptions.
2. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or mortgage thereon covered by this Commitment.

**SPECIAL EXCEPTIONS:**

1. REAL ESTATE EXCISE TAX PURSUANT TO THE AUTHORITY OF RCW CHAPTER 82.45 AND SUBSEQUENT AMENDMENTS THERETO.

AS OF THE DATE HEREIN, THE TAX RATE FOR SAID PROPERTY IS 1.78%.

FOR ALL TRANSACTIONS RECORDED ON OR AFTER JULY 1, 2005:

- A FEE OF \$10.00 WILL BE CHARGED ON ALL EXEMPT TRANSACTIONS;
- A FEE OF \$5.00 WILL BE CHARGED ON ALL TAXABLE TRANSACTIONS IN ADDITION TO THE EXCISE TAX DUE;

**SCHEDULE B- SECTION II (CONTINUED)**

2. 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.:	0225100116		
YEAR	BILLED	PAID	BALANCE
2017	\$4,701.50	\$2,350.75	\$2,350.75

TOTAL AMOUNT DUE, NOT INCLUDING INTEREST AND PENALTY: \$2,350.75.

LEVY CODE:	1700	
ASSESSED VALUE LAND:		\$267,000.00
ASSESSED VALUE IMPROVEMENTS:		\$204,000.00
TOTAL ASSESSED VALUE:		\$471,000.00

3. NOTICE OF TAP OR CONNECTION CHARGES WHICH HAVE BEEN OR WILL BE DUE IN CONNECTION WITH DEVELOPMENT OR RE-DEVELOPMENT OF THE LAND AS DISCLOSED BY RECORDED INSTRUMENT. INQUIRIES REGARDING THE SPECIFIC AMOUNT OF THE CHARGES SHOULD BE MADE TO THE CITY/COUNTY/AGENCY.

CITY/COUNTY/AGENCY: CITY OF REDMOND  
 RECORDED: JUNE 04, 1981  
 RECORDING NO.: [8106040664](#)

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

GRANTOR: TONI A. FRITCHMAN, A SINGLE WOMAN  
 TRUSTEE: TICOR TITLE  
 BENEFICIARY: MORTGAGE ELECTRONIC REGISTRATIONS SYSTEMS ("MERS"),  
 ACTING SOLELY AS NOMINEE, AND COBALT MORTGAGE, INC., AS  
 LENDER  
 ORIGINAL AMOUNT: \$285,000.00  
 DATED: FEBRUARY 16, 2012  
 RECORDED: FEBRUARY 27, 2012  
 RECORDING NO.: [20120227001564](#)

5. THE LAND DESCRIBED IN THIS COMMITMENT APPEARS TO BE RESIDENTIAL IN NATURE AND MAY BE SUBJECT TO THE PROVISIONS OF R.C.W.6.13.010, ET SEQ. (HOMESTEAD STATUTE) IF THE LAND IS OCCUPIED AS A PRIMARY RESIDENCE. IF THE LAND IS OCCUPIED AS A PRIMARY RESIDENCE, R.C.W.6.13.060 REQUIRES THAT ALL DOCUMENTS CONVEYING OR ENCUMBERING THE LAND MUST BE EXECUTED BY EACH SPOUSE OR DOMESTIC PARTNER, INDIVIDUALLY. ALTERNATIVELY, THE COMPANY WILL ACCEPT A DEED IDENTIFYING THE NON-VESTED SPOUSE OCCUPYING THE PROPERTY AS THE GRANTOR AND THE VESTED SPOUSE AS GRANTEE. IN THE EVENT THAT THE COMPANY RECEIVES DOCUMENTS TO INSURE THAT ARE NOT EXECUTED AS REQUIRED, THE COMPANY MAY BE UNABLE TO RECORD OR TO INSURE THE TRANSACTION. PLEASE CONTACT YOUR TITLE OFFICER IF YOU HAVE ANY QUESTIONS.

**SCHEDULE B- SECTION II (CONTINUED)**

- NOTE 1: IN THE PAST 36 MONTHS, THERE HAVE BEEN NO CONVEYANCES OF RECORD FOR THE PROPERTY DESCRIBED IN SCHEDULE A HEREIN. TITLE WAS ACQUIRED BY DEED RECORDED ON FEBRUARY 27, 1997, UNDER RECORDING NO. [199702271736](#).
- NOTE 2: 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 OWNER'S AND LENDER'S POLICIES COMMITTED FOR HAS BEEN INSERTED IN SCHEDULE A HEREOF. THE FORTHCOMING OWNER'S 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.
- NOTE 3: TITLE WILL BE VESTED IN PARTIES YET TO BE DISCLOSED. WHEN TITLE IS VESTED, THEIR TITLE WILL BE SUBJECT TO MATTERS OF RECORD AGAINST THEIR NAMES.
- NOTE 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 OR WLTA 100 ENDORSEMENT, AS APPROPRIATE FOR THE POLICY FORM.
- THE LOAN POLICY OFFERS ADDITIONAL COVERAGE WHICH WILL NOT BE PROVIDED IN THE OWNER'S POLICY TO BE ISSUED, EXCEPT AS SPECIFIED IN THE WLTA HOMEOWNER'S ADDITIONAL PROTECTION ENDORSEMENT (1/12/95), IF APPLICABLE.
- NOTE 5: BASED ON INFORMATION PROVIDED TO THE COMPANY, ON THE DATE OF THIS COMMITMENT IT APPEARS THAT THERE IS LOCATED ON THE LAND:

**SINGLE FAMILY RESIDENCE**

KNOWN AS:  
**7541 123RD AVE NE  
KIRKLAND, WA 98033**

[MAP](#)

- NOTE 6: IF YOU WOULD LIKE THE COMPANY TO ACT AS TRUSTEE IN THE PROPOSED DEED OF TRUST, PLEASE NOTE THAT CW TITLE MAY ACT AS TRUSTEE OF A DEED OF TRUST UNDER RCW 61.24.010(1).
- NOTE 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.
- NOTE 8: THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE DOCUMENTS TO BE RECORDED, PER AMENDED RCW 65.04. SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE LEGAL DESCRIPTION WITHIN THE BODY OF THE DOCUMENT.

**PTN TRACT 22, ANDREENS ACRE TRACTS**

**SCHEDULE B- SECTION II (CONTINUED)**

NOTE 9: 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.

NOTE 10: THE POLICY(S) OF INSURANCE MAY CONTAIN A CLAUSE PERMITTING ARBITRATION OF CLAIMS AT THE REQUEST OF EITHER THE INSURED OR THE COMPANY. UPON REQUEST, THE COMPANY WILL PROVIDE A COPY OF THIS CLAUSE AND THE ACCOMPANYING ARBITRATION RULES PRIOR TO THE CLOSING OF THE TRANSACTION.

NOTE 11: PURSUANT TO MODIFIED PROVISIONS OF CHAPTER B65 OF THE FHLMC SINGLE FAMILY SELLER/SERVICER GUIDE AND THE FNMA SERVICING GUIDE, SHORT SALE LETTERS FROM FHLMC AND FNMA MAY PROHIBIT SUBSEQUENT RESALE FOR UP TO 90 DAYS.

PLEASE NOTIFY THE COMPANY IMMEDIATELY IF YOU RECEIVE A SHORT SALE APPROVAL LETTER PROHIBITING SUBSEQUENT RESALE FOR UP TO 90 DAYS.

NOTE 12: A \$1.00 MAILING FEE WILL BE CHARGED PER DOCUMENT RECORDED.

NOTE 13: WHEN SENDING DOCUMENTS FOR RECORDING, VIA U.S. MAIL OR SPECIAL COURIER SERVICE, PLEASE SEND TO THE FOLLOWING ADDRESS, UNLESS SPECIFIC ARRANGEMENTS HAVE BEEN MADE WITH YOUR TITLE UNIT:

CW TITLE  
COLUMBIA CENTER  
701 5TH AVENUE, 42ND FLOOR  
SEATTLE, WA 98104  
ATTN: RECORDING DEPT.

CW TITLE PRE-ADDRESSED ENVELOPES MAY STILL BE USED WHEN SENDING DOCUMENTS VIA TDS (TITLE DELIVERY SERVICE) TO THE ADDRESS ON THE FACE OF THE COMMITMENT COVER PAGE OR TO THE ABOVE ADDRESS.

**(END OF SPECIAL EXCEPTIONS)**

Investigation should be made to determine if there are any sewer treatment capacity charges or if there are any service, installation, maintenance, or construction charges for sewer, water or electricity.

In the event this transaction fails to close, a cancellation fee will be charged for services rendered in accordance with our rate schedule.

Unless otherwise requested or specified herein, the forms of policy to be issued in connection with this Commitment will be the ALTA Homeowner's Policy of Title Insurance (2-03-10), and/or the ALTA Loan Policy (6-17-06).

If the policy to be issued is the ALTA Homeowner's Policy of Title Insurance (2-03-10), certain Covered Risks will be subject to maximum dollar limits of liability and deductible amounts.

The Policy committed for or requested may be examined by inquiry at the office that issued the Commitment. A specimen copy of the Policy form(s) referred to in this Commitment will be furnished promptly upon request.

**SCHEDULE B- SECTION II (CONTINUED)**

Disclosure of Affiliated Business. CW Title has a business relationship with several Windermere Real Estate firms that own shares of CW Title through various entities. Several Windermere Real Estate Firms own shares specifically through one of the parent companies of CW Title. Because of this relationship, if you are working with a broker from a Windermere Real Estate firm, the firm may receive a financial benefit from referring a client to CW Title. You are not required to use CW Title as a condition to your purchase or sale of a particular property. There are other settlement service providers available with similar services for comparable prices.

IM1

Enclosures:

Sketch

Vesting Deed

Paragraphs All recorded encumbrances



**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**Title Resources Guaranty Company**

Title Resources Guaranty Company a Texas corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Title Resources Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

  
Authorized Signature



*Title Resources Guaranty Company*

By: Paul M. ...  
Executive Vice President  
Michael P. Hagdon  
Secretary



## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.

**SCHEDULE B- SECTION II (CONTINUED)  
STANDARD EXCEPTIONS**

The matters listed below each policy form are expressly excepted from the coverage of that policy and that policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason thereof.

**SCHEDULE B STANDARD EXCEPTIONS  
THAT WILL APPEAR IN ALTA OWNER'S and LOAN POLICY – STANDARD COVERAGE**

1. 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 assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests 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.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Any encroachment, encumbrance, 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.
5. Any lien, or right to a lien, for labor, material, services or equipment, or for contributions to employee benefit plans, or liens under Worker's Compensation Acts, not disclosed by the public records.
6. (a) 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.
7. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement 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.
8. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

**SCHEDULE B STANDARD EXCEPTIONS THAT WILL APPEAR IN  
ALTA OWNER'S POLICY – EXTENDED COVERAGE**

1. 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 assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Underground easements, servitudes or installations which are not disclosed by the public records.
3. (a) 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.
4. Right of use, control or regulation by the United States of America in the exercise of powers over navigation; any prohibition or limitation on the use, occupancy or improvement 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.
5. Any service, installation, connection, maintenance or construction charges for sewer, water, electricity, or garbage collection or disposal, or other utilities unless disclosed as an existing lien by the public records.

The following are the Exclusions From Coverage contained in the form of the policy or policies as described in Schedule A of the Commitment.

## **AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06)**

### **EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

## AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06)

### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

**AMERICAN LAND TITLE ASSOCIATION HOMEOWNER'S POLICY OF TITLE  
INSURANCE FOR A ONE-TO-FOUR FAMILY RESIDENCE (2-03-10)**

**EXCLUSIONS FROM COVERAGE**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:
  - a. building;
  - b. zoning;
  - c. land use;
  - d. improvements on the Land;
  - e. land division; and
  - f. environmental protection.

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
  - a. that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
  - b. that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
  - c. that result in no loss to You; or
  - d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.

5. Failure to pay value for Your Title.

6. Lack of a right:
  - a. to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
  - b. in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.

7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.



Rev. 03-03-2017

<b>WHAT DOES TITLE RESOURCES GUARANTY COMPANY DO WITH YOUR PERSONAL INFORMATION?</b>		
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do..	
<b>What?</b>	<p>They types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>• Social Security number and account balances</li> <li>• Payment history and credit card or other debt</li> <li>• Checking account information and wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TITLE RESOURCES GUARANTY COMPANY chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does TITLE RESOURCES GUARANTY COMPANY share?</b>	<b>Can you limit this sharing?</b>
<b>For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus</b>	Yes	No
<b>For our marketing purposes – to offer our products and services to you</b>	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes – information about your transactions and experiences</b>	Yes	No
<b>For our affiliates' everyday business purposes – information about your creditworthiness</b>	No	We don't share
<b>For our affiliates to market to you</b>	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>Questions?</b>	Call (888) 485-3791	

<b>Who we are</b>	
<b>Who is providing this notice?</b>	TITLE RESOURCES GUARANTY COMPANY
<b>What we do</b>	
<b>How Does TITLE RESOURCES GUARANTY COMPANY protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does TITLE RESOURCES GUARANTY COMPANY collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• Apply for insurance or pay insurance premiums</li> <li>• Provide your mortgage information or show your driver's license</li> <li>• Give us your contact information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>• Sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• Affiliates from using your information to market to you</li> <li>• Sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>Our affiliates include companies that are owned in whole or in part by Realty Holdings Corp., such as Better Homes and Gardens® Real Estate, CENTURY 21®, Coldwell Banker®, Coldwell Banker Commercial®, the Corcoran Group®, ERA®, Sotheby's International Realty®, ZipRealty®, NRT LLC, Cartus and Title Resources Group.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies</p> <ul style="list-style-type: none"> <li>• <b>TITLE RESOURCES GUARANTY COMPANY</b> does not share with nonaffiliates so they can market to you.</li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <b>TITLE RESOURCES GUARANTY COMPANY</b> does not share with nonaffiliated financial companies for joint marketing purposes.</li> </ul>





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.

## **AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT**

To: Consumer

Property: 7541 123rd Ave NE  
Kirkland, WA 98033

From: CW Title

Date: July 6, 2017

Thank you for contacting **CW Title** (hereinafter "Agent"). Agent is jointly owned by WTG LLC (80% owner) and **Title Resource Group Affiliates Holdings, LLC** ("TRG") (20% owner). This is to give you notice that Agent has a business relationship with **Title Resources Guaranty Company**, which is a title insurance underwriting company. TRG's parent company is also the one hundred percent owner of **Title Resources Guaranty Company**. Because of this relationship, this referral of business to the underwriter below may provide Agent a financial or other benefit.

Set forth below is the estimated charge or range of charges for the underwriting services listed. You are NOT required to use the underwriter below in connection with the provision of title services. THERE ARE FREQUENTLY OTHER UNDERWRITERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

COMPANIES	DESCRIPTION OF CHARGES	ESTIMATE OF RANGE OF CHARGES GENERALLY MADE BY PROVIDER
<b>Title Resources Guaranty Company</b>	Title Insurance Premium	Title Insurance premium between \$7.72 and \$4.37 per thousand dollars of policy coverage.*  *This range of charges covers, as an example, policies from \$100,000.00 to \$400,000.00, however the cost to you will differ depending on the policy amount.