# **COMMITMENT FOR TITLE INSURANCE**



102 W. Main Street, Suite 100 Walla Walla, WA 99362

Phone: 509-525-8660 Fax: 509-529-4716



# ALTA COMMITMENT FOR TITLE INSURANCE

Issued by OLD REPUBLIC NATIONAL 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 EXTRACONTRACTUAL 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, Old Republic National Title Insurance Company, a Florida 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 Amount of Insurance and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the office of:
Walla Walla Title Company as agent for
Old Republic National Title Insurance Company

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY** 

A Stock Company

1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607 (612) 371-1111 www.oldrepublictitle.com

By //

President

Authorized Officer or Agent

Attest

Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

#### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "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.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- i. "Title": The estate or interest in the Land identified in Item 3 of 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;
  - f. Schedule B, Part II-Exceptions; and
  - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

#### 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 is not liable for any other amendment to this Commitment.

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#### 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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

#### LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 and authenticated by a person authorized by the Company.
- 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 IS 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 closing, settlement, escrow, or any other purpose.

#### 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.

#### 9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

#### 10. CLASS ACTION

All claims and disputes arising out of or relating to this commitment, including any service or other matter in connection with issuing this commitment, any breach of a commitment provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this commitment, must be brought in an individual capacity. no party may serve as plaintiff, class member, or participant in any class or representative proceeding, any policy issued pursuant to this commitment will contain a class action condition.

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Walla Walla Title Company 102 W. Main Street, Suite 100, Walla Walla, WA 99362 Phone: 509-525-8660 Fax: 509-529-4716

#### Agent for

### Old Republic National Title Insurance Company **ALTA COMMITMENT FOR TITLE INSURANCE 2021**

#### **SCHEDULE A**

Title Officer: JEREMY ESHELMAN

Order No.: WA12834E

**Escrow Officer:** 

Loan ID No .:

Ref: THE FRANK AND RUTH BRANDS LIVING

Property Address: NKA, DIXIE, WA 99329

TRUST / TO COME

Issuing Office ALTA Registry ID: 1150527

- 1. COMMITMENT DATE: OCTOBER 14, 2025 at 8:00 AM.
- 2. POLICY OR POLICIES TO BE ISSUED:

a. ALTA 2021 STANDARD OWNER'S POLICY

Amount

**\$TO COME** 

Proposed Insured:

TO COME

Amount

Proposed Insured:

**Amount** 

Proposed Insured:

PREMIUM INFORMATION:

a. GENERAL SCHEDULE RATE

**\$TO COME** 

Tax: \$TO COME Total: \$TO COME

b. C.

b.

C.

Tax: Tax:

Total: Total:

THE ESTATE OR INTEREST IN THE LAND DESCRIBED HEREIN AND WHICH IS COVERED BY THIS COMMITMENT IS:

#### **FEE SIMPLE**

THE ESTATE OR INTEREST REFERRED TO HEREIN IS AT DATE OF COMMITMENT VESTED IN:

#### FRANK W. BRANDS and ESTHER RUTH BRANDS, Trustees of THE FRANK AND RUTH **BRANDS LIVING TRUST**

5. THE LAND REFERRED TO IN THIS COMMITMENT IS SITUATED IN THE COUNTY OF WALLA WALLA, STATE OF WASHINGTON AND IS MORE FULLY DESCRIBED AS FOLLOWS:

SEE ATTACHED EXHIBIT "A"

#### **SCHEDULE B - SECTION I**

#### **REQUIREMENTS:**

ALL OF 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.

**END OF SCHEDULE B - SECTION I REQUIREMENTS** 

# SCHEDULE B - SECTION II EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provision of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

#### STANDARD EXCEPTIONS:

- A. (a) Taxes or assessments that 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) proceedings by a public agency that 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.
- B. Any facts, rights, interests, or claims that are not shown by the Public Records at Date of Policy but that could be (a) ascertained by an inspection of the Land, or (b) asserted by persons or parties in possession of the Land.
- C. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records at Date of Policy.
- D. Any encroachment, encumbrance, violation, variation, easement, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records at Date of Policy.
- 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; (d) Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements and equitable servitudes, whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records.
- F. Any lien or right to a lien for services, labor, material or equipment unless such lien is shown by the Public Records at Date of Policy.
- G. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

**END OF SCHEDULE B SECTION II STANDARD EXCEPTIONS** 

#### **SPECIAL EXCEPTIONS:**

1. LIEN OF EXCISE TAX, IF UNPAID.

STATE EXCISE TAX RATE IS A GRADUATED, MARGINAL RATE, BASED ON SALES PRICE (PLUS \$5.00 STATE TECHNOLOGY FEE):

\$525,000.00 OR LESS 1.10% \$525,000.01 - \$1,525,000.00 1.28% \$1,525,000.01 - \$3,025,000.00 2.75% \$3,025,000.01 - OR MORE 3.00%

AGRICULTURAL LAND/TIMERLAND EXCISE IS 1.28% REGARDLESS OF SALES PRICE.

PLUS ADDITIONAL LOCAL EXCISE TAX RATE ON FULL SALES PRICE FOR THE CITY OF WAITSBURG AND THE CITY OF COLLEGE PLACE (.50%) OR ALL REMAINING PROPERTIES LOCATED IN THE COUNTY OF WALLA WALLA (.25%). TAX AREA: 309

CALCULATION IS MARGINAL: (FIRST \$525,000.00 IS AT A LOWER RATE, PLUS AMOUNT OF PRICE ABOVE \$525,000.00 AT A HIGHER RATE.)

EXAMPLE: \$600,000.00 PLUS LOCAL EXCISE TAX RATE AND \$5.00 STATE TECHNOLOGY FEE

- 2. LAST HALF OF GENERAL TAXES FOR 2025 OWING IN THE SUM OF \$239.05. TAX ACCOUNT NO. 38-07-23-42-0003. (FULL YEAR GENERAL TAXES WERE IN THE AMOUNT OF \$478.15) (AREA CODE 309-101) FIRST HALF TAXES ARE DELINQUENT MAY 1; LAST HALF TAXES ARE DELINQUENT NOVEMBER 1.
- 3. LACK OF A RIGHT OF INSURABLE ACCESS TO THE SUBJECT PROPERTY.

ACCESS EASEMENTS TO SAID SUBJECT PROPERTY WERE FOUND IN REAL ESTATE CONTRACT FILED JULY 24, 1984 IN VOLUME 145 OF DEEDS AT PAGE 145 TO 263 UNDER AUDITOR'S FILE NO. 8405162. HOWEVER, SAID REAL ESTATE CONTRACT WAS SATISFIED BY STATUTORY WARRANTY DEED FILED SEPTEMBER 20, 1984 IN VOLUME 145 OF DEEDS AT PAGE 2302 UNDER AUDITOR'S FILE NO. 8406559. SAID ACCESS EASEMENTS DID NOT CARRY ONTO THE RECORDED STATUTORY WARRANTY DEED. IF IT WAS THE INTENT FOR THE ACCESS EASEMENTS TO BE ESTABLISHED, THE STATUTORY WARRANTY DEED WOULD NEED TO BE RE-RECORDED.

- 4. UNRECORDED LEASEHOLDS, IF ANY; RIGHTS OF VENDORS AND HOLDERS OF A SECURITY INTEREST ON PERSONAL PROPERTY INSTALLED UPON THE LAND; AND RIGHTS OF TENANTS TO REMOVE TRADE FIXTURES AT THE EXPIRATION OF THE TERM.
- 5. A COPY OF THE TRUST INSTRUMENT FOR THE FRANK AND RUTH BRANDS LIVING TRUST, AND ANY AMENDMENTS THERETO, SHOULD BE SUBMITTED PRIOR TO CLOSING, IN ORDER TO EVIDENCE EXISTENCE OF THE TRUST AND AUTHORITY OF THE TRUSTEE(S) TO EXECUTE THE FORTHCOMING INSTRUMENT.
- 6. A LEGAL DESCRIPTION WAS NOT INCLUDED IN THE APPLICATION FOR TITLE INSURANCE. THE LEGAL DESCRIPTION CONTAINED HEREIN WAS TAKEN FROM THE RECORD AND PRESUMED INTENTION OF THE PARTIES TO THE TRANSACTION. SAID DESCRIPTION MUST BE EXAMINED AND APPROVED BY ALL PARTIES PRIOR TO CLOSING.
- 7. TITLE IS TO VEST IN PERSON OR PERSONS NOT DISCLOSED AND WHEN SO VESTED WILL BE SUBJECT TO MATTERS DISCLOSED BY A SEARCH OF THE RECORDS AGAINST HIS, HER OR THEIR NAMES.

- 8. PROVISIONS CONTAINED IN DEED FROM WALLA WALLA COUNTY RECORDED IN VOLUME 210 OF DEEDS AT PAGE 559, WICH EFFECT THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER, THE EAST HALF OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, AND THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 2.
- 9. RESERVATION CONTAINED IN PATENT FROM THE UNITED STATES OF AMERICA RECORDED IN VOLUME 292 OF DEEDS AT PAGE 181 WHICH EFFECTS THE SOTHEAST OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3.

10. TERMS AND CONDITIONS CONTAINED IN REAL ESTATE CONTRACT:

SELLER:

ROY LELAND AND VIRGINIA LELAND, HUSBAND AND WIFE, AS

INDIVIDUALS, DOING BUSINESS AS LELAND PROPERTIES OF

**SPOKANE WASHINGTON** 

PURCHASER:

MARK WILLIAM, BRANDS, A SINGLE PERSON

DATED:

**JULY 07, 1984** 

......

REGARDING

JULY 24, 1984

**AUDITOR'S FILE NO.:** 

**VOLUME 145 IN BOOK OF DEEDS AT PAGE 145 TO 263** 

ACCESS EASEMENTS, TIMBER GROWING AND REMOVAL, NO

DRILLING, MINING, OR REMOVAL OF OIL, GAS, AND MINERALS

**END OF SCHEDULE B - SECTION II SPECIAL EXCEPTIONS** 

#### NOTES:

a. THE ADDRESS OF THE SUBJECT PROPERTY IS:

NKA

**DIXIE, WA 99329** 

b. ACCORDING TO THE RECORDS OF WALLA WALLA COUNTY ASSESSOR, THE CURRENT VALUE OF SAID PREMISES IS AS FOLLOWS:

TAX ACCOUNT NO.: 38-07-23-42-0003 LAND: \$60,000.00 IMPROVEMENTS: \$0.00 TOTAL: \$60,000.00

c. 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:

23-7-38 N1/2NW1/4SE1/4; SW1/4NW1/4SE1/4

**END OF SCHEDULE B - SECTION II NOTES** 

Authorized Signature

#### **EXHIBIT "A"**

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23 IN TOWNSHIP 7 NORTH AT RANGE 38 EAST OF THE WILLAMETTE MERIDIAN.

SITUATED IN THE COUNTY OF WALLA WALLA, STATE OF WASHINGTON.



7:148

# WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	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.
	The types of personal information we collect and share depend on the product or service you have with us. This information can include:
What?	<ul> <li>Social Security number and employment information</li> <li>Mortgage rates and payments and account balances</li> <li>Checking account information and wire transfer instructions</li> </ul>
	When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	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 Old Republic Title chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Republic Title share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), or respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	No	We don't share
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	No	We don't share

Questions Go to www.oldrepublictitle.com (Contact Us)

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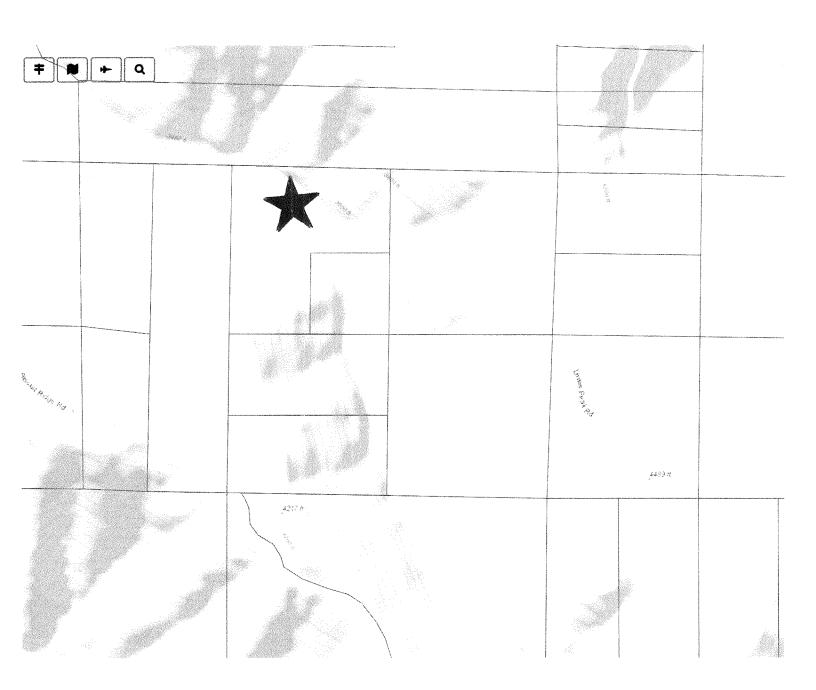
Who is providing this notice?  Companies with an Old Republic Title name and other affiliates. Please below for a list of affiliates.	: see

What we do								
How does Old Republic Title protect my personal information from unauthorized access and u security measures that comply with federal law. These measures include safeguards and secured files and buildings. For more information:  http://www.oldrepublictitle.com/privacy-policy.								
How does Old Republic Title collect my personal information?	We collect your personal information, for example, when you:							
Why can't I limit all sharing?	Sharing for affiliates' everyday business purposes - information about your creditworthiness     Affiliates from using your information to market to you     Sharing for non-affiliates to market to you  State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights Section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law.							

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
	<ul> <li>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., Mississippi Valley Title Services Company.</li> </ul>
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies.  • Old Republic Title does not share with non-affiliates so they can market to you
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.  Old Republic Title doesn't jointly market.

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American First Abstract, LLC	American Guaranty Title Insurance Company	Attorneys' Title Fund Services, LLC	Compass Abstract, Inc.	eRecording Partners Network, LLC.
Genesis Abstract, LLC	Guardian Consumer Services, Inc.	iMarc, Inc.	L.T. Service Corp.	Lenders Inspection Company
Lex Terrae National Title Services, Inc.	Lex Terrae, Ltd.	Mississippi Valley Title Services Company	National Title Agent's Services Company	Old Republic Branch Information Services, Inc.
Old Republic Diversified Services, Inc.	Old Republic Escrow of Vancouver, Inc.	Old Republic Exchange Company	Old Republic National Ancillary Services, Inc.	Old Republic Title and Escrow of Hawaii, Ltd.
Old Republic Title Insurance Company	Old Republic Title Company	Old Republic Title Companies, Inc.	Old Republic Title Company of Conroe	Old Republic Title Company of Indiana
Old Republic Title Company of Nevada	Old Republic Title Company of Oklahoma	Old Republic Title Company of Oregon	Old Republic Title Company of St. Louis	Old Republic Title Company of Tennessee
Old Republic Title Information Concepts	Old Republic Title Insurance Agency, Inc.	Old Republic Title, Ltd.	RamQuest Software, Inc.	Republic Abstract & Settlement, LLC
Sentry Abstract Company	Surety Title Agency, Inc.	Trident Land Transfer Company, LLC		



# **REAL ESTATE EXCISE TAX**

RECORDING REQUESTED BY AND MAIL TO: Callahan & Associates, Chtd. PO Box 2226 Coeur d'Alene ID 83816-2226

OCT 1 2 2005

#### **QUITCLAIM DEED**

FRANK W. BRANDS and ESTHER RUTH BRANDS, husband and wife, do hereby quitclaim and transfer to the TRUSTEE, FRANK AND RUTH BRANDS LIVING TRUST, all of their REAL PROPERTY interest now held or hereafter acquired in the following described real property:

See Exhibit "A" attached hereto and incorporated herein by reference.

APN: 380723420003

To have and hold the said REAL PROPERTY as TRUSTEE. The TRUSTEE is FRANK W. BRANDS and ESTHER RUTH BRANDS. The Grantor of this deed is also the beneficiary of the FRANK AND RUTH BRANDS LIVING TRUST. The address of the grantee is P.O. Box 3163, Coeur d'Alene, Idahø 83816.

day of

in the year  $\angle 00$ 

FRANK W. BRANDS

#### STATE OF IDAHO

COUNTY OF KOOTENAI day of \_\_\_\_\_\_\_\_\_ \_\_\_\_, in the year \_\_\_\_\_, before me the undersigned Notary Public in and for the State of Idaho, personally appeared FRANK W. BRANDS and ESTHER RUTH BRANDS, husband and wife, known to me to be the persons whose names are subscribed herein, and acknowledged to me that they executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year written above. Notary Public for Idah Comm, Exp.:

### **EXHIBIT "A"**

A parcel of land located in the north half of the northwest quarter of the southeast quarter and the southwest quarter of the northwest quarter of the southeast quarter of section 23 in township 7 north, of Range 38 east of the Willamette Meridian, Walla Walla County, Washington, including and subject to easements and restrictions of record.





Walla Walla County, WA

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# Walla Walla County

Property Search Results > 31537 BRANDS FRANK W & E RUTH TRUSTEE OF THE for Year 2025 - 2026

#### Property

Account				
Property ID:	31537	Abbreviated Legal Description:	23-7-38 N1/2NW1/4SE1/4; SW1/4NW1/4SE1/4	
Parcel Number:	380723420003	Agent Code:		
Type:	Real			
Tax Area:	309 - 101	Land Use Code	19	
Open Space:	N	DFL	N	
Historic Property:	N	Remodel Property:	N	
Multi-Family Redevelopment:	N			
Township:	7	Section:	23	
Range:	38			
Location				
Address:		Mapsco:		
	WA 99329			
Neighborhood:	Low Mnt Property	Map ID:		
Neighborhood CD:	511095			
Owner				
Name:	BRANDS FRANK W & E RUTH TRUSTEE OF THE	Owner ID:	16120	
Mailing Address:	BRANDS LIVING TRUST	% Ownership:	100.000000000%	
	P O BOX 3163			
	COEUR D ALENE, ID 83816			
		Exemptions:		

#### Taxes and Assessment Details

Property Tax Information as of 10/15/2025

Amount Due if Paid on:

NOTE: If you plan to submit payment on a future date, make sure you enter the date and click RECALCULATE to obtain the correct total amount due.

Click on "Statement Details" to expand or collapse a tax statement.

Year	Statement ID	First Half Base Amt.	Second Half Base Amt.	Penalty	Interest	Base Paid	Amount Due
▶ State	ement Details						
2025	24242	\$239.10	\$239.05	\$0.00	\$0.00	\$239.10	\$239.05
▶ State	ement Details						
2024	24311	\$126.66	\$126.61	\$0.00	\$0.00	\$253.27	\$0.00
▶ State	ement Details						
2023	24384	\$135.33	\$135.29	\$0.00	\$0.00	\$270.62	\$0.00
▶ State	ement Details						_
2022		\$153.64	\$153.59	\$0.00	\$0.00	\$307.23	\$0.00
	ement Details				•		
2021		\$153.38	\$153.36	\$0.00	\$0.00	\$306.74	\$0.00
	ement Details						
2020	24648	\$209.77	\$209.71	\$0.00	\$0.00	\$419.48	\$0.00

#### Values

(+) Improvement Homesite Value:	+	\$0
(+) Improvement Non-Homesite Value:	+	\$0
(+) Land Homesite Value:	+	\$0
(+) Land Non-Homesite Value:	+	\$60,000

(+) Curr Use (HS):	+	\$0	\$0
(+) Curr Use (NHS):	+	\$0	\$0
(=) Market Value:		\$60,000	
(–) Productivity Loss:	-1100	\$0	
	****		
(=) Subtotal:	=	\$60,000	
(+) Senior Appraised Value:	+	\$0	
(+) Non-Senior Appraised Value:	+	\$60,000	
(=) Total Appraised Value:	=	\$60,000	
(–) Senior Exemption Loss:	***	\$0	
(–) Exemption Loss:	_	\$0	
(=) Taxable Value:	=	\$60,000	

# Taxing Jurisdiction

Owner: BRANDS FRANK W & E RUTH TRUSTEE OF THE

% Ownership: 100.0000000000%

Total Value: N/A
Tax Area: 309 - 101

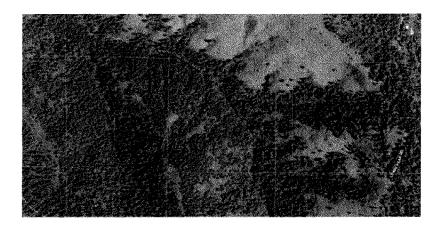
Levy Code	Description	Levy Rate	Appraised Value	Taxable Value	Estimated Tax	
CERFD	CURRENT EXPENSE REFUND 010	N/A	N/A	N/A	N/A	
CURREXP	CURRENT EXPENSE 010	N/A	N/A	N/A	N/A	
HUMNSERV	HUMAN SERVICES 119	N/A	N/A	N/A	N/A	
SLDREL	SOLDIERS RELIEF 121	N/A	N/A	N/A	N/A	
EMERGSER	EMS 147	N/A	N/A	N/A	N/A	
EMSRFD	EMS REFUND 147	N/A	N/A	N/A	N/A	
RLBRFD	RURAL LIBRARY REFUND 623	N/A	N/A	N/A	N/A	
RURALLIB	RURAL LIBRARY 623	N/A	N/A	N/A	N/A	
PORTRFD	PORT REFUND 640	N/A	N/A	N/A	N/A	
PORTWWGEN	PORT OF WW 640	N/A	N/A	N/A	N/A	
SD101CAP	SD #101 CAP 752	N/A	N/A	N/A	N/A	
SD101GEN	SD #101 GENERAL 750	N/A	N/A	N/A	N/A	
ST2	STATE SCHOOL PART 2 600	N/A	N/A	N/A	N/A	
STATESCHL	STATE SCHOOL 600	N/A	N/A	N/A	N/A	
STREFUND	STATE REFUND LEVY 603	N/A	N/A	N/A	N/A	
COROAD	COUNTY ROAD 115	N/A	N/A	N/A	N/A	
CRPRD	COUNTY ROAD REFUND 115	N/A	N/A	N/A	N/A	
	Total Tax Rate:	N/A		At A 10 mm to a family to make a second community to an enter the		
enkerentinda en is a indiaeris diribidi i indiaele centrali et com	о — с — дур жинор прин допурующих почина на принцентуру — почина супта и до — до должно почина на почина н	Philosophia (1977)	Taxes v	Taxes w/Current Exemptions:		
21/31/30/11/20/20/20/20/20/20/20/20/20/20/20/20/20/			Taxes v	Taxes w/o Exemptions:		

# Improvement / Building

### Sketch

No sketches available for this property.

Property Image



### Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	# Lots	Market Value	Prod. Value
1	RES 1	Converted: Residential	30.0000	0.00	0.00	0.00	1.00	\$60,000	\$0

# Roll Value History

Year	Improvements	Land Market	Current Use	Total Appraised	Taxable Value
2025	N/A	N/A	N/A	N/A	N/A
2024	\$0	\$60,000	\$0	\$60,000	\$60,000
2023	\$0	\$31,000	\$0	\$31,000	\$31,000
2022	\$0	\$31,000	\$0	\$31,000	\$31,000
2021	\$0	\$31,000	\$0	\$31,000	\$31,000
2020	\$0	\$31,000	\$0	\$31,000	\$31,000
2019	\$0	\$43,500	\$0	\$43,500	\$43,500
2018	\$0	\$43,500	\$0	\$43,500	\$43,500
2017	\$0	\$28,200	\$0	\$28,200	\$28,200
2016	\$0	\$28,200	\$0	\$28,200	\$28,200
2015	\$0	\$28,200	\$0	\$28,200	\$28,200
2014	\$0	\$28,200	\$0	\$28,200	\$28,200
2013	\$0	\$28,200	\$0	\$28,200	\$28,200
2012	\$0	\$28,200	\$0	\$0	\$0
2011	\$0	\$25,700	\$0	\$0	\$0
2010	\$0	\$25,700	\$0	\$0	\$0
2009	\$0	\$25,700	\$0	\$0	\$0
2008	\$0	\$25,000	\$0	\$0	\$0
2007	\$0	\$25,000	\$0	\$0	\$0
2006	\$0	\$25,000	\$0	\$0	\$0

# Deed and Sales History

#	Deed Date	Туре	Description	Grantor	Grantee	Volume	Page
1	10/26/2005			BRANDS, FRANK W & ESTHER RUTH	BRANDS, FRANK W & E RUTH TRUST		
2	07/24/1984	WARRANTY D	WARRANTY DEED				

# Payout Agreement

No payout information available..







### REAL ESTATE CONTRACT

Uni 273164

REAL ESTATE EXCISE TAX

AMT 155.15 NO 16.1.2.34)

WALLA WALLA COUNTY By VERA KANEN, Tressurge,

EHRY START ALEN'T made and entered into this 7th day of

July

Hery Letters and Virginia E. Leland, husband and wife, as individuals doing lesinose as Leland Properties of Spokane, Washington MARK WILLIAM BRANDS, a single person

as purchasers.

\* HOUSE

That the vention agree to sell to the purchasers and the purchasers agree to purchase of the vendors upon the terms, and conditions hereinafter set back the from any decembed real easier situate in MANNe County, State of Washington, to-wit:

Will a Walla

The north half of the northwest quarter of the southeast quarter and the southwest quarter of the northwest quarter of the southeast quarter of Section 23 in Township 7 and h. of Pango 16 cant of the Willamette Meridian.

The torac and conditions of this contract are as follows:

The purchase price in FOURTEEN THOUSAND FIVE HUNDRED and no/100's (\$14,500.00) Dollars, of which CME THOUSAND and no/100's (\$1,000.00) Dollars have been paid, the receipt whereof is betely acknowledged, leaving a balance of THIRTEEN THOUSAND FIVE HUNDRED and no/100's \$13,500.00) Bollars to be paid as follows:

ONE HUNDRED EIGHTY-BIX and no/100's (\$186.00) Dollars, or more at purchaser's option, on or before the 15th day of August, 1984, and ONE HUNDRED EIGHTY-SIX and no/100's (\$186.00) Dollars, or more at purchaser's option, on or before the 15th day of each succeeding calendar month until the balance of said purchase price shall have been fully paid. The purchaser further agrees to pay interest on the diminishing balance of said purchase price at the rate of 11% per annum from the 15th day of July, 1984, which interest shall be deducted from each installment payment and the balance of each payment applied in reduction of principal. There is no penalty for early payoff of this contract.

Access to naid real estate in by a 25' easement along the east boundary of the ENSENSW and also a 25' easement North of the SE corner of the ENSENSW of a distance of 50'; and an easement over the existing road (in ENNEADWR & MASSENSW) off of the County road in the SE corner of the ENSENSW for countruction of a secondary type road for ingress & egress to the following-described property: ENNEADWR and NAWWISE of Sec. 23, T. 7 N., R. 38 E.W.M., and NASWISE and SEMEWISE of Sec. 23 T. N., R. 38 E.W.M., walle walle Co., washington. Purchaser agrees that no growing or live limber shall be removed from this property for the property for the country to the country type of the country to the country type of the country type of

Purchaser agrees that no growing or live linker shall be removed from this property for any reason except for on-site improvements such as home, barn or fences. The purchaser shall not be entitled to drill, mine, or remove oil, gas or other valuable minerals from the property during the term of this communet, thereafter soller places no restrictions on either of the above.

Purchaser agrees, at closing to execute a Notice of Continuence attached to the Real Estate Excise Tax Afficient provided in NCW 82.45.120 continuing the forest land classification of the entire parce and to indomnify and hold hummless Seller from any liability in the event or for any reason the classification is not continued or is discontinued at any time and to pay the compensatory tax or other liability when due.

It is understood seller is presently purchasing said property by a real estate contract. However, seller agrees to provide title to purchaser free of all encumbrances except easements, restrictions and reservations of record upon final payment being made by purchaser hereunder. Seller agrees to keep current all payments on said contract and has right to obtain deed release when indeessary.

- A. Purchaser acknowledges that the property is purchased in its present condition in un "as is" condition, unless otherwise nated herein.
- B. There are no verhal or other agreements which modify or affect this agreement unless attached herein

It is understood and agreed that in the event the real estate taxes, insulance premium, or assessments, if any, it included in the monthly payments are increased on said property, then the monthly payment provided for in this agreement shall be increased by an equal amount.

The purchasers agree (1) to keep the premises in good repair, (2) to pay water, refuse and sewage charges and all taxes and assessments on said property before the same shall become delinquent, (3) to keep the buildings on said premises continuously insured for not less than the full unpaid balances, to the extent of the insurable value of said premises, of this contract and any other superior liers to contracts in a standard fire insurance company, with loss, if anys, payable of the/parties in interest as their interest may appear. (4) to pay the premisms on all such insurance before deliquency; also fire insurance and title insurance profices will be placed in excross with this contract.

The purchaser shall have possession of said property July 15, 1984 as he shall comply fully with the terms of this agreement.

and shall continue in such passession so long

Time is of the essence hereof, and should the purchasers fail to make the payments or to keep and perform any of the covenants and agreements herein mentioned, the same shall constitute a forfeiture of this agreement and thereupon the vendurs, at their option, may declare such forfeiture by written notice to the purchasers, and at the expiration of thirty days, the terms of this agreement meanwhile not having been complied with, the vendors may enter into notice to the purchasers, and take possession of them, and this agreement shall be at an end and null and void, and the purchasers shall forfeit to the vendors as highlighted damages all payments made hereunder and all improvements placed upon the premises, and immediately surrender possession of said premises, but the failure of the vendors to declare a forfeiture at any time upon violation of any of the terms of this contract by the purchasers shall be deemed only a findingence by the vendors of that particular time and shall not be construed to be a waiver of any rights of the vendors specified herein

mydris Hes . My forke, demand or communication to be given by either party to this contract to the other party shall be in writing and transmitted to the other party by regutered or certified mail addressed to said party at their address shown below providing that either party may change his place of address by notice to the other party given as herein provided. The mailing and registering or certifying of any such notice, demand or communication as herein provided shall be a sufficient service thereof; and service in any other manner shall be sufficient only if receipt thereof be acknowledged in writing by the party who is

In the event such notice is sent by the vendors, after payment is 15 days late, the escrow holder is hereby authorized and instructed to require the immediate payment by guestasters of the sum of Seventy-five Dollars (\$75.00), in addition to all other demands in said notice, before said forfeiture is released. 49 for the pulloh of the vendors, expressed in writing to add the amount of Seventy-five Dollars (\$75.00) to the unpaid balance of this control amount to feel out of the vendors, expressed in writing to add the amount tong forfeiture at such time as the exercise agent shall have received a copy of the notice and evidence that said notice has been properly mailed.

Any payments coming due during the time that a notice of forfeiture is in effect shall be automatically included in said notice of forfeiture and the purchasers must pay said payment or payments in addition to the amounts called for in the notice.

All payments hereunder not made within 15 days after the due date thereof shall be late payments; at the option of the sellers, as a condition pre-cedent to the acceptance of such payment, the purchasers shall pay a late payment penalty of 5% computed upon the amount of such late payments.

In the event that the purchaser shall fail to pay before delinquency any taxes or assessments or any payment herein provided, at to insure the premises as above provided, the seller may pay such taxes and assessments, make such payment, and effect such insurance, and the amounts paid therefor by him shall be deemed a part of the purchase price and become payable forthwith with interest at the rate of 12 per cent per annum until paid, without prejudice to other rights of seller by reason of such failure.

In the event of any litigation arising out of any disagreement over performance of this contract, the party ultimately found to be at fault herein agrees to pay to the prevailing party a reasonable attorney's fee, and cost of searching the title for purpose of such action in addition to any other award of

The purchaser hereunder assumes all risk of loss or damage from any and all causes to the whole or any part of the property overed hereby, and such loss or damage shall not affect any of the obligations of the purchaser under this contract.

The vendors agree to furnish Title insurance policy certified to date, showing title free from incumbrance, except easements, covenants, conditions, reservations, restrictions and provisions of record; existing underlying contract.

it being understood, however, that for the purpose of this instrument, the following shalt not be considered as incumbrances; Reservations contained in any of the forms of patent or deed commonly used by the United States of America. The State in which the property is located, the Northern Pacific Railway Company or the Northern Pacific Railway Company or be Northern Pacific Railway Company, building restrictions common to the patent area; in which the property is situate; easements for private driveways in city limits or public roads actually in use a such; assertions for letephone, sewer, gas, water or electric service, contracts common to the tract in which the property is situate with reference to supplying water and electricity to the premises and the operation of irrigation and

The vendors have made a good and sufficient deed conveying said premises to the purchaser free and clear of all liens and incumbrances, except those incumbrances set forth in the preceding paragraph. It is agreed that said deed, together with a copy of this agreement, shall be placed in escrow with

First National Bank, West 502 Riverside, Spokane, Washington 99201, which is hereby appointed excrow agent hereunder. Said excrow agent is hereby authorized to receive monies under the terms of this agreement and to issue the vendors' receipts therefor, and when the terms of this agreement are fully compiled with, to deliver said deed and excrow papers to the purchaser. In the event the vendors' gives notice of furfeture as in this agreement provided, and upon ann-compliance with said notice by the purchaser which in the time therein required, all of the decuments mentioned in this agreement and placed in this escrow shall be delived to the vendor, or its order, forthwith, and the escrow closed. Each of the parties hereto agree to pay one-half of the escrow fee charged by the Escrow Agent.

Leland Roy Very Venders 1520 W. 3rd, Spokane, WA

99204

Vendors' Address

Route 2, Box 429, Pullman, WA 99163

Mark William Brands

Purchasers Purchasers' Address

William

FILED FOR PECOND PHONEER TITLE COMPANY

JUL 21 4 29 PH 184

C. LYME STOTH 4111

STATE OF WASHINGTON County of Spokane

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this day of July 1984 personally appeared before my Roy Loland and Virginia E. Leland

to me known to be the justividual described the and who executed the within instrument, and acknowledged that signed and sealed the same at heir free and volutary act and deed, in the trea and phipmes therein mentioned.

Civen under my hand and adjicial seat the day and year last above written.

DIMEN TO!

PREPARED IN THE OFFICE OF

MICHAEL D. TRACY

Attorneys at Law

900 Northlown (Hike Hollding

Spokane, Washington 99207

Phone: 484-5611 11111

tary Public for the State of Washington, residing at

Spokane

### Transamerica Title Insurance Company Transamerica THIS SPACE PROVIDED FOR RECORDER'S USE The insurance Services REAL ESTATE EXCISE TAX BY PIONEER TITLE COMPANY PAID A FLEE CHASLES FOAT REQUEST OF SEP 20 12 23 PH 184 JUL 2 5 84 C. LYHR SHITH WALLA WALLA COUNTY By VERA KANEN Tragento WHETE DECY ASSED RETURNS TO MICHAEL D. TRACY, Attorney at Law 900 Northtown Office Building Spokane, Washington 99207 y-26312-179 Statutory Warranty Deed THE GRANTORS, ROY LELAND and VIRGINIA E. LELAND, husband and wife, as individuals doing business as Loland Properties of Spokane, Washington for and in consideration of Ten Dollars and other good and valuable consideration in hand prid conveys and warrants to MARK WILLIAM BRANDS, a single person the fellowing described real estate, situated in the County of Walla Walla The north half of the northwest quarter of the southeast quarter and the southwest quarter of the northwest quarter of the southeast quarter of Section 23 in Township 7 north, of Range 38 east of the Willamette Meridian. Easements, covenants, conditions/ reservations, restrictions and provisions of record. This deed is given in fulfillment of that certain real estate contract between the parties hereto, duted 19.84 and conditioned for the conveyance of the above described properly, and the covenants of warranty ne win contained shall not apply to any lifty interest or encumbrance arising by, through or under the purchaser in said contract, and shall not apply to any taxes, assessments or other charges levied, assessed or becoming due subsequent to the date of said contract. Real Estate Sales Tax was paid on this sale on Dated STATE OF WASHINGTON STATE OF WASHINGTON COUNTY OF..... the the country of the total palace me Roy/stand & Virginia E. Leland ington, duly commissioned and sworn, personally appeared... to maknown to be the individual described in and who executed the within and foregoing instrument,

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to me known to be the ......President and .....

residing at .....

authorized to execute the said instrument and that the seal affixed is the curporate seal of said corporation.

Witness my hand and official seal hereto affixed the day and year first above written.

Notary Public in and for the State of Washington.

nd acknowledged that Alkly .... signed the same

or the in free and voluntary act and deed, sur the uses and purposes therein mentioned.

GIVEN under my hand and official seal this

Mills in and for the State of Wash

ington residing at Spokune

/... 10 84