

Range 18 Township 14 Section 22 SW 1/4

RESERVOIR LOOP

SPEYERS ROAD

24007

41401
1
85-48

1
79-89

32403

32405

Pt-2

Pt-2
79-89

32404

Pt-2

32002

31004

31001

4200

SSF 2013-001

31401

31405

31406

SSF 2013-001
Pt-1

79-135

31402

3
79-135

Pt-4
79-135

Pt-4

SSF 2013-001
2

79-135

31003

33007

33006

33005

33004

33004

34405

34425

34408

33008

33009

Frosty Ln
33010

33003

A
88-143

34418

3
7469437

Pt-1
B

34407

43413

33020

33019

33018

33017

34419

Pt-1

1
7469437

2
7469437

VAC
Pt-1
B

34407

2
7203128

Kenyon Ln

33402

33401

33014

33013

34416

34412

34421

CHARLES JOHN'S
43404

2
80-38

1
80-38

33405

33406

33407

1A
92-102

Pt-2 A

1B
92-104

34414

1

43405

2
7034720

3
7034720

Pt-2 A
92-102

34411

1C
92-103

34422

4

33403

3A
92-102

34415

2C
92-103

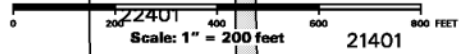
2

43

HEYSMAN ROAD

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Yakima County Department of Assessment
128 N 2nd Street, Courthouse Room 112
Yakima, WA 98901
(509)574-1100
October 24, 2018

22402



12006-15
This map is maintained only
as an aid in the appraisal and
assessment of real property.
The Yakima County Assessor's
Office does not warrant
its accuracy.



COMMITMENT FOR TITLE INSURANCE**ISSUED BY****CHICAGO 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, **CHICAGO 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS**1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance [issued by Fidelity Title 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].

- (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) a counter-signature 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.

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- (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 [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 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.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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Fidelity Title Company

117 N. 4TH STREET • PO BOX 1682, YAKIMA, WASHINGTON 98907
PHONE: (509) 248-6210 • (800) 666-8308 • FAX: (509) 248-2048

Agent for
CHICAGO TITLE INSURANCE COMPANY
ALTA COMMITMENT

SCHEDULE A

Title Order No.: **194834 - MC**

To: **Fidelity Escrow**
117 North 4th Street
Yakima, WA 98901
Attn: **Heather Hager**
heather@fitico.com

1. Effective Date: **April 9, 2019 at 8:00 AM**

2. Policy to be issued:

(a) 2006 ALTA **Standard** Owner's Policy

Proposed Insured: **Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below.**

Proposed Policy Amount: **\$66,800.00**

(b) 2006 ALTA **Extended Coverage** Loan Policy

Proposed Insured: **Lender with contractual obligations under a loan agreement with the vested owner identified at Item 2 above.**

Proposed Policy Amount: **\$10,000.00**

PREMIUM INFORMATION:

A. GENERAL RATE	\$491.00	Tax: \$40.26	Total: \$531.26
B. SIMULTANEOUS EXT	\$331.00	Tax: \$27.14	Total: \$358.14

3. The estate or interest in the Land described or referred to in this Commitment is
A Fee

4. The Title is, at the Commitment Date, vested in:

STEPHEN A. CRABB and MARIA TRINIDAD-CRABB, husband and wife

5. The Land is described as follows:

See Exhibit A attached hereto and made a part of hereof.

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Commitment No.: **194834**

Exhibit A

Lot 1 of Short Plat recorded under Auditor's File Number 7034720, records of Yakima County, Washington.

Situated in Yakima County, State of Washington.

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Commitment No.: 194834

SCHEDULE B, PART 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.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. For each policy to be issued as identified in Schedule A, Item 2; the Company shall not be liable under this commitment until it receives a designation for 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.
7. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid. An Owner's policy should reflect an amount at least equal to the full value of the estate insured without deduction of encumbrances. A Loan policy shall be issued in an amount equal to the amount of the loan unless there is additional collateral reducing the need for coverage. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
8. The title company requires that the deed conveying title from the REO owner to the proposed insured be a Statutory Warranty Deed, Bargain and Sale Deed, or Special Warranty Deed, the form of which must be approved by Washington State or Regional Counsel. The statutory forms described in RCW 64.04.030 and 64.04.040 and limited practice board forms Numbered 10-05 and 15-05 are approved forms.

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Commitment No.: **194834**

INFORMATION FOR THE CLOSER AND/OR INSURED:

The following matters will not be listed as Special Exceptions in Schedule “B” of the Policy to be issued pursuant to this Commitment. Notwithstanding the absence of a Special Exception in Schedule “B” of the Policy to be issued, there will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted from coverage under the General Exceptions section of Schedule “B”, excluded from coverage under the Exclusions from Coverage or are not matters for which coverage is afforded under the insuring clauses of the Policy.

This Commitment shall not oblige the Company to issue any Endorsement. All Endorsements to be issued must be agreed to by the Company and appropriate for the estate insured.

Any sketch or map enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the Company assumes no liability for any loss occurring by reason of reliance thereof.

Property which is located in the following taxing districts is subject to excise tax at the rate of 1.78% upon sale or transfer: 300, 305, 308, 309, 325, 326, 330, 331, 333, 334, 335, 349, 350, 420, 428, 440, 443, 460, 464, 520, 528, 540, 544, 560, 565, 581, 585 and 586. All other property is subject to excise tax at the rate of 1.53% upon sale or transfer.

Pursuant to RCW 82.45.180, in addition to real estate excise tax collected by the Yakima County Treasurer, a filing fee of \$5.00 will be collected on all taxable transactions. A filing fee of \$10.00 will be collected on all non-taxable transactions, and on all transactions wherein the calculated tax payment is less than \$5.00.

Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

To help you avoid delays at closing, we would like to make you aware of our final recording run times:

- Regular Recordings: 2:00 p.m.
- E-Recordings (Excise included): 2:00 p.m.
- E-Recordings (Non-excise only): 3:30 p.m. (Auditor’s Office closes)

When E-Recording documents requires excise clearance, checks must be made payable to **Fidelity Title Company**. In accordance with Washington State Insurance Commissioner rules, all recording fees, excise tax, and excise affidavit filing fees must be included with recording packages. Failure to include these 3rd party fees will result in a delay of your recording.

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Commitment No.: **194834**

NOTES:

1. Parcel number(s) assigned by the Yakima County Assessor's Office based upon their own composed narrative description, and used by the Yakima County Treasurer's Office in the collection of real property taxes and assessments: **181422-33405**
NOTE: The designated Levy Code is **403**
2. According to the Yakima County Assessor's Office, the address for the property described in Exhibit A of our Commitment is NKA Selah Loop Rd./Heysman Rd., Selah, Washington 98942.
3. The lien of compensating taxes as may be levied as a result of forced removal from Open Space tax classification.
4. Title is to vest in person or persons not yet disclosed to this Company. When title is so vested, it will then be subject to matters of record relating to such undisclosed persons.
5. The abbreviated legal description will read as follows:

Lot 1, SP 7034720
6. Title Contact: Marshall Clark, marshall@fstitleco.com
7. 1 cc: Booker Auction Company, Attn: Merle Booker, merle@bookeraucton.com

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Commitment No.: 194834

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.

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

GENERAL EXCEPTIONS:

- A. Rights or claims disclosed only by possession, or claimed possession, of the premises.
- B. 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.
- C. Easements, prescriptive rights, rights-of-way, streets, roads, alleys or highways not disclosed by the Public Records.
- D. Any lien, or right to a lien for contributions to employees benefit funds, or for state workers' compensation, or for services, labor or material heretofore or hereafter furnished, all as imposed by law and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any service, installation, connection, maintenance, or construction charges for sewer, water, electricity, natural gas or other utilities or garbage collection and disposal.
- G. Reservations or exceptions in United States Patents or in Acts authorizing the issuance thereof.
- H. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- I. Water rights, claims or title to water.

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Commitment No.: **194834**

- J. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I – Requirements are met.

SPECIAL EXCEPTIONS:

1. Real Estate Excise Tax as may be due on this transfer.
2. Real property taxes for the assessment year 2019 in the original amount of \$281.27, which shall be delinquent after April 30th.
3. Assessment levied by Naches-Selah Irrigation District for the year 2019, in the original amount of \$2,052.00, which shall be delinquent after April 30th.
4. Assessment levied by Mosquito Control District Number 1 for the year 2019, in the original amount of \$23.12, which shall be delinquent after April 30th.
5. Assessment levied by Soil Conservation District Number 2 for the year 2019, in the original amount of \$5.08, which shall be delinquent after April 30th.
6. Assessment levied by Weed District Number 1 for the year 2019, in the original amount of \$7.17, which shall be delinquent after April 30th.
7. Assessment levied by Yakima County Stormwater Fee for the year 2019, in the original amount of \$44.25, which shall be delinquent after April 30th.
8. Assessment levied by Horticulture Pest & Disease Control District for the year 2019, in the original amount of \$1.00, which shall be delinquent after April 30th.
9. The lien of compensating taxes as may be levied as a result of forced removal from Open Space tax classification.
10. Charges or assessments which may be due the Roza Irrigation Project for construction and/or operation and maintenance.

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Schedule B - Continued

11. Financing Statement and the terms and conditions thereof, wherein Central Valley Bank is the Secured Party, and Stephen A. Crabb and Maria T. Crabb is the Debtor, recorded December 17, 2012, under Auditor's File Number 7786094.

Continuation of Financing State and the terms and conditions thereof, recorded October 20, 2017, under Auditor's File Number 7960975.

12. Mortgage, and the terms and conditions thereof, wherein Stephen A. Crabb and Maria T. Crabb, who acquired title as Maria Trinidad-Crabb, husband and wife is Mortgagor, and Heritage Bank is Mortgagee, in the original amount of \$573,750.00, dated August 17, 2016 and recorded August 25, 2016, under Auditor's File Number 7919382.
13. Mortgage, and the terms and conditions thereof, wherein Stephen A. Crabb, who acquired title as Steve Crabb, a married person, as his separate estate, as to Parcel No. 181422-32403 and Stephen A. Crabb and Maria T. Crabb, husband and wife, as to Parcel No. 181427-22402 and 181422-33405 is Mortgagor, and Central Valley Bank, a division of Heritage Bank is Mortgagee, in the original amount of \$710,000.00, dated February 9, 2015 and recorded February 13, 2015, under Auditor's File Number 7864372.

NOTE: The Successor Trustee is Trustee Services, Inc., disclosed by document recorded December 16, 2016, under Auditor's File Number 7931538. Note: We question the effect of this document.

14. Subordination Agreement, its terms and conditions, executed by Heritage Bank, and recorded June 30, 2016, under Auditor's File Number 7919888.
15. Mortgage, and the terms and conditions thereof, wherein Stephen A. Crabb, who acquired title as Steve Crabb, a married person, as his separate estate as to Parcel No. 181422-32403; Stephen A. Crabb and Maria T. Crabb, who acquired title a Maria Trinidad-Crabb, husband and wife, as to Parcel No. 201103-12001, 201103-11002, 181427-22401, 181427-22402, 181422-33405; Stephen A. Crabb and Maria T. Crabb, husband and wife, as to Parcel No. 181427-22402 and 181422-33405 is Mortgagor, and Heritage Bank is Mortgagee, in the original amount of \$555,000.00, dated November 30, 2016 and recorded December 2, 2016, under Auditor's File Number 7930067.
16. Pending action in Yakima County, Superior Court Cause Number 18-2-00914-39, wherein Heritage Bank are Plaintiffs, and Stephen A. Crabb, et al are Defendants, the complaint being filed on March 16, 2018, being an action for foreclosure. Further proceedings are necessary. Attorney for Plaintiff: Cairncross & Hempelmann, P.S.

Notice of which has been given of record by filing of Lis Pendens on March 26, 2018, under Auditor's File Number 7975877.

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Schedule B - Continued

17. Right of any interested party to sue or petition to have set aside, modified or contest a judicial or non-judicial foreclosure or forfeiture, or any deed pursuant thereto, through which title to the land described herein is derived, provided the cause for such suit or petition is occasioned by acts or omissions of the foreclosing party not specifically otherwise insured against in the policy.

NOTE: The above exception will not appear in the final policy insuring a bonafide Purchaser for value.

18. Easement and rights of way over the lands herein described as may be necessary for canals, tunnels, or other conduits and for telephone and transmission lines, required in connection with the irrigation works constructed, disclosed by deeds or water contracts appearing in the record executed in favor of: Roza Irrigation District.

19. Reservations, restrictions, easements, conditions, agreements and disclosures set forth upon the face of said Short Plat, reference to which is made as though fully incorporated herein.

20. Easement and right of way over the lands herein described as may be necessary for canals or other water conduits, required in connection with the irrigation works constructed. Said document included a waiver by land owner of all claim for damages resulting from break or leakage of said constructed works, as disclosed by document executed by The Selah Valley Development Company, recorded in Volume 18 of Deeds, Page 65, as to Parcels B and C; and recorded April 6, 1909, in Volume 83 of Deeds, under Auditor's File Number 28408.

21. Right of way and secondary easement granted to Pacific Power and Light Company for lines and appurtenances, the specific location of which is not disclosed, granted by instrument recorded November 19, 1962, under Auditor's File Number 1928473, and recorded July 1, 1965, under Auditor's File Number 2046377.

22. Agreement and the terms and conditions thereof regarding operation and maintenance of an irrigation water system serving said lands, as recorded April 7, 1988, in Volume 1234 of Official Records, under Auditor's File Number 2826254.

23. Declaration of Covenants and Roadway Maintenance Agreement, and the terms and conditions thereof, recorded October 1, 1997, under Auditor's File Numbers 7028326 and 7028327.

24. Covenants and restrictions recorded October 1, 1997, under Auditor's File Number 7028328, but omitting covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

25. Community Well Agreement and Indemnity, and the terms and conditions thereof, recorded July 19, 1999, under Auditor's File Numbers 7127057 and 7127058.

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CHICAGO TITLE INSURANCE COMPANY
Fidelity Title Company

By: Marshall Clark
Marshall Clark, Authorized Signatory

jb/04-10-19

Fidelity Title Company
As agent for
Chicago Title Insurance Company and
Fidelity National Title Insurance Company
(Members of the Fidelity National Financial, Inc. group of companies)

Privacy Statement

Effective Date: 5/1/2008

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected:

We may collect Personal Information about you from the following sources:

- ◆ Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- ◆ Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- ◆ Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- ◆ Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information:

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- ◆ To insure agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- ◆ To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- ◆ To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- ◆ To companies that perform marketing services on our behalf or to other financial institutions which we have joint marketing agreements and/or
- ◆ To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclosed Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

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

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information:

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.