

## Commitment for Title Insurance

Title Officer: Eastside Title Unit  
Email: CTIBellevueETU@ctt.com  
Title No.: 0254944-ETU

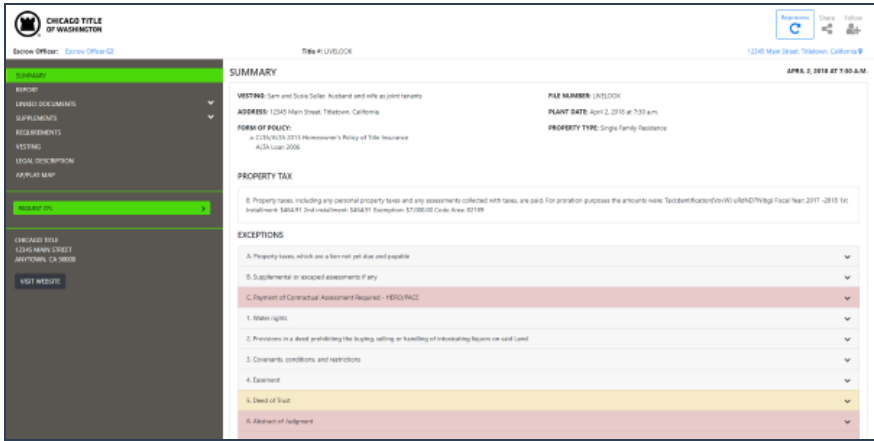
Property Address:

### Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

[To view your new Chicago Title LiveLOOK report, Click Here](#)



The screenshot displays the Chicago Title LiveLOOK web interface. The header includes the Chicago Title of Washington logo, the title number "Title #: LIVELOOK", and the address "1246 Main Street, Tiburon, California". The date and time are "APR 2, 2019 AT 1:00 A.M.". The interface is divided into a left sidebar with navigation options like "SUMMARY", "REPORTS", "LIVELOOK DOCUMENTS", "SUPPLEMENTS", "REQUIREMENTS", "VIEWING", "LEGAL DISCLOSURE", and "APPLY FOR MAP". The main content area shows a "SUMMARY" section with fields for "VESTING" (Sole and Survive Seller, Notland and with all joint tenants), "ADDRESS" (1246 Main Street, Tiburon, California), "FORM OF POLICY" (A-CITL/SL/S-2013 Homeowner's Policy of Title Insurance ALTA Loan 2006), "FILE NUMBER" (LIVELOOK), "PLANT DATE" (April 2, 2019 at 7:59 a.m.), and "PROPERTY TYPE" (Single Family Residence). Below the summary is a "PROPERTY TAX" section with details on taxes and assessments. The "EXCEPTIONS" section lists various items, with "C. Payment of Contractual Assessment Required - FERGUSON" highlighted in red, and "6. Deed of Trust" highlighted in yellow.

**Effortless, Efficient, Compliant, and Accessible**

# LITIGATION/TRUSTEE'S SALE/CONTRACT FORFEITURE

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee Number:

**0254944-ETU**

**CHICAGO TITLE INSURANCE COMPANY**  
a corporation, herein called the Company

## GUARANTEES

City of Mercer Island

**SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HEREOF, CHICAGO TITLE INSURANCE COMPANY**, a Florida corporation, herein called the Company, guarantees the Assured against loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the Date of Guarantee stated in Schedule A, the title to the herein described estate or interest was vested in the vestee named, subject to the matters shown as Exceptions in Schedule B, which Exceptions are not necessarily shown in the order of their priority.

This Guarantee shall not be valid or binding until countersigned below by an authorized signatory of the Company.

**Chicago Title Company of Washington**  
**11900 NE 1st St., Suite 110**  
**Bellevue, WA 98005**

Countersigned By:

Nathan Warwick  
Authorized Officer or Agent



**Chicago Title Insurance Company**

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

ISSUING OFFICE:
Title Officer: Eastside Title Unit Chicago Title Company of Washington 11900 NE 1st St., Suite 110 Bellevue, WA 98005 Main Phone: (425)646-9883 Email: CTIBellevueETU@ctt.com

**SCHEDULE A**

Liability	Premium	Tax
\$397,000.00	\$1,337.00	\$135.04

Effective Date: April 6, 2023 at 08:00 AM

1. Assured: City of Mercer Island
2. The estate or interest in the land hereinafter described or referred to covered by this Guarantee is:  
 Fee Simple
3. Title to the estate or interest in the land is at the date hereof is vested in:  
 Michael D. Yeh and Jenny W. Yeh, husband and wife, as to an undivided 1/5 interest, and David S. Cahill and Sally S. Cahill, husband and wife, as to the remainder
4. The land referred to in this Guarantee situated in the County of King, State of Washington, and is described as follows:  
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**END OF SCHEDULE A**

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s):** 143870-0040-07, 143870-0110-02, 143870-0120-00, 143870-0130-08 and 143870-0140-06

THE "COMMUNITY TRACT" OF CAY HILLS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 70 OF PLATS, PAGES 95 AND 96, RECORDS OF KING COUNTY, WASHINGTON.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**SCHEDULE B**

THE TITLE TO SAID ESTATE OR INTEREST IS SUBJECT TO THE FOLLOWING EXCEPTIONS:

**GENERAL EXCEPTIONS:**

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- 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, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee 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 lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.
- I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- J. Water rights, claims or title to water.
- K. 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. Exceptions and reservations contained in deed whereby the grantor excepts and reserves all oil, gases, coal, ores, minerals, fossils, etc., and the right of entry for opening, developing and working the same and providing that such rights shall not be exercised until provision has been made for full payment of all damages sustained by reason of such entry:

Grantor: State of Washington

[Recording No.: 1579699](#)

**SCHEDULE B**  
(continued)

Right of the State of Washington or its successors, subject to payment of compensation, to acquire rights of way for private railroads, skid roads, flumes, canals, water courses or other easements for transporting and moving timber, stone, minerals and other products from this and other land, as reserved in above-referenced deed.

2. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those 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, as set forth on the Plat of Cay Hills:

[Recording No.: 5473100](#)

Among other things, said Plat states that "Lots 4, 10, 11, 12 and 13 shall each have an undivided one-fifth (1/5) interest in the Community Tract."

3. Covenants, conditions, restrictions and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document:

Recording Date: September 7, 1962

[Recording No.: 5476633](#)

Among other things, said instrument states the following:

"That there is designated on the Plat of Cay Hills a waterfront "Community Tract" which shall be for the sole and exclusive use of the owners of lots 4, 10, 11, 12 and 13 in said Plat of Cay Hills; fee title to said Community Tract shall vest in the owners of said lots 4, 10, 11, 12 and 13, in undivided one-fifth (1/5) interests, and each such undivided one-fifth (1/5) interest shall be inseparable from the ownership of the lot to which it is appurtenant, and shall be used only by the said owners, or their guests, for recreational purposes."

4. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Pacific Northwest Bell Telephone Company

Purpose: Utilities

Recording Date: January 28, 1963

[Recording No.: 5536703](#)

Affects: The description contained in the above instrument is not sufficient to determine its exact location within the property herein described and other property

**SCHEDULE B**  
(continued)

5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mercer Island Sewer District  
Purpose: Utilities with ingress and egress  
[Recording No.: 5771868](#)  
[Recording No.: 5771970](#)  
[Recording No.: 5817566](#)  
Affects: A portion of said Community Tract

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mercer Island Sewer District  
Purpose: Underground sewage pumping station and a timber dock  
[Recording No.: 5810522](#)  
[Recording No.: 5815833](#)  
Affects: A portion of said Community Tract

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Mercer Island Sewer District  
Purpose: Sewer pipe line and lines, connections and appurtenances with ingress and egress  
[Recording No.: 5867889](#)  
[Recording No.: 5875585](#)  
[Recording No.: 5875586](#)  
[Recording No.: 5876718](#)  
[Recording No.: 5932448](#)  
Affects: A portion of said Community Tract and other property

8. Notice of Additional Tap or Connection Charges and the terms and conditions thereof:

Executed by: City of Mercer Island  
Recording Date: December 6, 1977  
[Recording No.: 7712060812](#)

9. Cay Hills Community Waterfront Memorandum of Understanding and the terms and conditions thereof:

Recording Date: February 2, 1996  
[Recording No.: 9602021145](#)

Said Memorandum is also contained in instrument recorded under [Recording No. 9406151047](#).

10. Indemnification and Hold Harmless Agreement and the terms and conditions thereof:

Recording Date: August 8, 2013  
[Recording No.: 20130808000095](#)

**SCHEDULE B**  
(continued)

11. Indemnification and Hold Harmless Agreement and the terms and conditions thereof:

Recording Date: April 21, 2014  
Recording No.: [20140421001049](#)

12. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2023  
Tax Account No.: [143870-0040-07](#)  
 Levy Code: 1031  
 Assessed Value-Land: \$1,778,000.00  
 Assessed Value-Improvements: \$1,077,000.00

General and Special Taxes:  
 Billed: \$17,517.21  
 Paid: \$0.00  
 Unpaid: \$17,517.21

(Affects: Lot 4 and undivided interest in private road and undivided 1/5 interest in Community Tract)

13. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2023  
Tax Account No.: [143870-0140-06](#)  
 Levy Code: 1031  
 Assessed Value-Land: \$1,957,000.00  
 Assessed Value-Improvements: \$806,000.00

General and Special Taxes:  
 Billed: \$16,953.35  
 Paid: \$0.00  
 Unpaid: \$16,953.35

(Affects: Lot 10 and undivided interest in private road and undivided 1/5 interest in Community Tract)



**SCHEDULE B**  
(continued)

14. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2023  
Tax Account No.: [143870-0110-02](#)  
 Levy Code: 1031  
 Assessed Value-Land: \$1,634,000.00  
 Assessed Value-Improvements: \$952,000.00

General and Special Taxes:

Billed: \$15,868.48  
 Paid: \$0.00  
 Unpaid: \$15,868.48

(Affects: Lot 11 and undivided interest in private road and undivided 1/5 interest in Community Tract)

15. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2023  
Tax Account No.: [143870-0120-00](#)  
 Levy Code: 1031  
 Assessed Value-Land: \$1,957,000.00  
 Assessed Value-Improvements: \$550,000.00

General and Special Taxes:

Billed: \$15,384.27  
 Paid: \$0.00  
 Unpaid: \$15,384.27

(Affects: Lot 12 and undivided interest in private road and undivided 1/5 interest in Community Tract)

16. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2023  
Tax Account No.: [143870-0130-08](#)  
 Levy Code: 1031  
 Assessed Value-Land: \$1,982,000.00  
 Assessed Value-Improvements: \$1,178,000.00

General and Special Taxes:

Billed: \$19,386.53  
 Paid: \$0.00  
 Unpaid: \$19,386.53

(Affects: Lot 13 and undivided interest in private road and undivided 1/5 interest in Community Tract)

**SCHEDULE B**  
(continued)

17. City, county or local improvement district assessments, if any.

**THE FOLLOWING MATTERS AFFECT THE 1/5 INTEREST OF LOT 4:**

18. A Statutory Warranty Deed:

From: David S. Cahill and Sally S. Cahill, his wife  
To: Thomas M. Pelly, Jr., and Sally S. Pelly, his wife  
Dated: June 9, 1964  
Recording Date: June 11, 1964  
[Recording No.: 5747107](#)

For insurance purposes, the Company is not willing to divest the interest of the following party(ies):

Party(ies): David S. Cahill and Sally S. Cahill, husband and wife

19. A Deed and Seller's Assignment of Real Estate Contract:

From: Thomas M. Pelly, Jr. and Sally S. Pelly, his wife, who is identical with Sallie S. Pelly  
To: Warren H. Bean and Mildred Bean, his wife  
Dated: July 10, 1964  
Recording Date: July 31, 1964  
[Recording No.: 5768609](#)

For insurance purposes, the Company is not willing to divest the interest of the following party(ies):

Party(ies): David S. Cahill and Sally S. Cahill, husband and wife

20. A Statutory Warranty Deed:

From: Thomas M. Pelly, Jr. and Sally S. Pelly, his wife, who is identical with Sallie S. Pelly  
To: George M. Mack and Anne Mack, his wife  
Dated: June 5, 1964  
Recording Date: June 14, 1967  
[Recording No.: 6189215](#)

For insurance purposes, the Company is not willing to divest the interest of the following party(ies):

Party(ies): David S. Cahill and Sally S. Cahill, husband and wife

**SCHEDULE B**  
(continued)

## 21. A Quit Claim Deed:

From: Warren H. Bean and Mildred Bean, his wife  
To: George M. Mack and Anne Mack, his wife  
Dated: May 12, 1967  
Recording Date: June 14, 1967  
[Recording No.: 6189216](#)

For insurance purposes, the Company is not willing to divest the interest of the following party(ies):

Party(ies): David S. Cahill and Sally S. Cahill, husband and wife

## 22. A Statutory Warranty Deed:

From: George M. Mack and Anne Mack, husband and wife  
To: Michele Predmore Schuler, an unmarried person  
Dated: August 25, 2014  
Recording Date: August 28, 2014  
[Recording No.: 20140828000706](#)

For insurance purposes, the Company is not willing to divest the interest of the following party(ies):

Party(ies): David S. Cahill and Sally S. Cahill, husband and wife

## 23. A Statutory Warranty Deed:

From: Michele Predmore Schuler, an unmarried woman  
To: Moyowazi Partners LLC, a Washington limited liability company  
Dated: August 25, 2016  
Recording Date: September 1, 2016  
[Recording No.: 20160901001262](#)

For insurance purposes, the Company is not willing to divest the interest of the following party(ies):

Party(ies): David S. Cahill and Sally S. Cahill, husband and wife

## 24. A Quit Claim Deed:

From: Moyowazi Partners, LLC, a Washington limited liability company  
To: Erik N. Jansen, a single person  
Dated: September 24, 2018  
Recording Date: September 25, 2018  
[Recording No.: 20180925000618](#)

For insurance purposes, the Company is not willing to divest the interest of the following party(ies):

Party(ies): David S. Cahill and Sally S. Cahill, husband and wife

**SCHEDULE B**  
(continued)

## 25. A Statutory Warranty Deed:

From: Erik N. Jansen, an unmarried person  
To: Mike Chia and Daryl Chia, both unmarried persons  
Dated: October 5, 2018  
Recording Date: October 12, 2018  
[Recording No.: 20181012001151](#)

For insurance purposes, the Company is not willing to divest the interest of the following party(ies):

Party(ies): David S. Cahill and Sally S. Cahill, husband and wife

## 26. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

**THE FOLLOWING MATTERS AFFECT THE 1/5 INTEREST OF LOT 10:**

## 27. A Statutory Warranty Deed:

From: David S. Cahill and Sally S. Cahill, husband and wife  
To: George S. Sutherland and Marguerite M. Sutherland, his wife  
Dated: August 7, 1963  
Recording Date: August 22, 1963  
[Recording No.: 5627527](#)

For insurance purposes, the Company is not willing to divest the interest of the following party(ies):

Party(ies): David S. Cahill and Sally S. Cahill, husband and wife

## 28. A Statutory Warranty Deed:

From: Marguerite M. Sutherland, an unmarried person  
To: Bin Zhang and Feng Qi, husband and wife  
Dated: December 6, 2013  
Recording Date: December 13, 2013  
[Recording No.: 20131213001375](#)

For insurance purposes, the Company is not willing to divest the interest of the following party(ies):

Party(ies): David S. Cahill and Sally S. Cahill, husband and wife

**SCHEDULE B**  
(continued)

29. A deed of trust to secure an indebtedness in the amount shown below:

Amount: \$878,000.00  
Dated: May 22, 2015  
Trustor/Grantor: Bin Zhang and Feng Qi, husband and wife  
Trustee: Chicago Title Company, a California corporation  
Beneficiary: Cathay Bank  
Recording Date: May 29, 2015  
[Recording No.:](#) [20150529002042](#)

30. A deed of trust to secure an indebtedness in the amount shown below:

Amount: \$500,000.00  
Dated: July 26, 2019  
Trustor/Grantor: Bin Zhang and Feng Qi, husband and wife  
Trustee: First American Title Company  
Beneficiary: Cathay Bank, a California Banking Corporation  
Recording Date: August 5, 2019  
[Recording No.:](#) [20190805001445](#)

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent or provide a satisfactory subordination of this Deed of Trust to the proposed Deed of Trust to be recorded at closing.

31. Hazardous Substances Agreement and the terms and conditions thereof:

Grantor: Bin Zhang and Feng Qi  
Grantee: Cathay Bank, a California Banking Corporation  
Recording Date: August 5, 2019  
[Recording No.:](#) [20190805001446](#)

**THE FOLLOWING MATTERS AFFECT THE 1/5 INTEREST OF LOT 11:**

32. A Statutory Warranty Deed:

From: David S. Cahill and Sally S. Cahill, husband and wife  
To: Frederick William Maxwell, Jr. and Belle Stuart Maxwell, his wife  
Dated: May 31, 1963  
Recording Date: June 6, 1963  
[Recording No.:](#) [5592833](#)

For insurance purposes, the Company is not willing to divest the interest of the following party(ies):

Party(ies): David S. Cahill and Sally S. Cahill, husband and wife

**SCHEDULE B**  
(continued)

## 33. A Personal Representative's Quit Claim Deed:

From: Belle S. Maxwell, surviving spouse and Personal Representative of the Estate of  
Frederick W. Maxwell, Jr., deceased  
To: Belle S. Maxwell, a single person  
Dated: November 7, 2002  
Recording Date: December 9, 2002  
[Recording No.: 20021209000870](#)

For insurance purposes, the Company is not willing to divest the interest of the following party(ies):

Party(ies): David S. Cahill and Sally S. Cahill, husband and wife

## 34. A Statutory Warranty Deed:

From: Frederick W. Maxwell, Personal Representative for the estate of Belle S. Maxwell, deceased  
To: J. David Beatty and Barbara G. Beatty, husband and wife  
Dated: April 18, 2013  
Recording Date: April 25, 2013  
[Recording No.: 20130425000624](#)

For insurance purposes, the Company is not willing to divest the interest of the following party(ies):

Party(ies): David S. Cahill and Sally S. Cahill, husband and wife

## 35. A deed of trust to secure an indebtedness in the amount shown below,

Amount: (undisclosed)  
Dated: October 22, 2021  
Trustor/Grantor: J. David Beatty and Barbara G. Beatty, a married couple  
Trustee: CW Title  
Beneficiary: Wells Fargo Bank, N.A.  
Recording Date: October 27, 2021  
[Recording No.: 20211027001285](#)

**THE FOLLOWING MATTERS AFFECT THE 1/5 INTEREST OF LOT 12:**

**SCHEDULE B**  
(continued)

## 36. A Statutory Warranty Deed:

From: David S. Cahill and Sally S. Cahill, his wife  
To: David Baum and Jocelyn P. Baum, his wife  
Dated: December 19, 1962  
Recording Date: April 8, 1963  
[Recording No.: 5566520](#)

For insurance purposes, the Company is not willing to divest the interest of the following party(ies):

Party(ies): David S. Cahill and Sally S. Cahill, husband and wife

## 37. A Statutory Warranty Deed:

From: David Baum and Jocelyn P. Baum, his wife  
To: James A. Martenson and Elizabeth A. Martenson, his wife  
Dated: July 6, 1967  
Recording Date: July 20, 1967  
[Recording No.: 6205979](#)

For insurance purposes, the Company is not willing to divest the interest of the following party(ies):

Party(ies): David S. Cahill and Sally S. Cahill, husband and wife

## 38. A Statutory Warranty Deed:

From: Elizabeth A. Rasmussen, a single person, who acquired title as Elizabeth A. Martenson,  
as her separate estate  
To: Thomas P. May and Kathleen M. May, husband and wife  
Dated: January 24, 1990  
Recording Date: January 25, 1990  
[Recording No.: 9001251217](#)

For insurance purposes, the Company is not willing to divest the interest of the following party(ies):

Party(ies): David S. Cahill and Sally S. Cahill, husband and wife

## 39. A Statutory Warranty Deed:

From: Thomas P. May and Kathleen M. May, husband and wife  
To: Patrick R. Hooper and Allison C. Hooper, husband and wife  
Dated: April 25, 2012  
Recording Date: April 30, 2012  
[Recording No.: 20120430002095](#)

For insurance purposes, the Company is not willing to divest the interest of the following party(ies):

Party(ies): David S. Cahill and Sally S. Cahill, husband and wife

**SCHEDULE B**  
(continued)

## 40. A Statutory Warranty Deed:

From: Patrick R. Hooper and Allison C. Hooper, husband and wife  
To: Jessica Eadie and James Tracy Eadie, a married couple  
Dated: December 22, 2020  
Recording Date: December 29, 2020  
[Recording No.: 20201229002305](#)

For insurance purposes, the Company is not willing to divest the interest of the following party(ies):

Party(ies): David S. Cahill and Sally S. Cahill, husband and wife

## 41. A deed of trust to secure an indebtedness in the amount shown below:

Amount: \$1,880,000.00  
Dated: December 28, 2020  
Trustor/Grantor: Jessica Eadie and James Tracy Eadie, a married couple  
Trustee: Chicago Title Company of Washington  
Beneficiary: Mortgage Electronic Registration Systems Inc. as nominee for Penrith Home Loans  
Loan No.: B000292011439  
Recording Date: December 29, 2020  
[Recording No.: 20201229002306](#)

**THE FOLLOWING MATTERS AFFECT THE 1/5 INTEREST OF LOT 13:**

## 42. A deed of trust to secure an indebtedness in the amount shown below:

Amount: \$800,000.00  
Dated: September 5, 2012  
Trustor/Grantor: Michael D. Yeh and Jenny W. Yeh, husband and wife  
Trustee: First American Title  
Beneficiary: Bank of America, N.A.  
Recording Date: September 11, 2012  
[Recording No.: 20120911000651](#)

Said Deed of Trust does not include the undivided 1/5 interest in the Community Tract.

## 43. Right of any party interested to sue or petition to have set aside, modified or contest a judicial or non-judicial foreclosure or forfeiture, or any deed pursuant hereto, through which title to the Land is derived; and any liens, encumbrances and/or ownership interests which may exist as a result of any acts or omissions of the foreclosing parties, or as a result of such suit or petition.



**SCHEDULE B**

(continued)

**NOTES:**

- a. Note: FOR INFORMATIONAL PURPOSES ONLY:

The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:

COMMUNITY TRACT, CAY HILLS (v70 pgs 95 & 96)

[Tax Account No.: 143870-0040-07](#), 143870-0110-02, 143870-0120-00, 143870-0130-08 and 143870-0140-06

- b. Note: This [map/plat](#) is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

**SCHEDULE B**  
(continued)

- c. As disclosed by documents appearing in the Public Record, the names and addresses of persons who have recorded requests for, or are entitled to receive a copy of the Notice of Sale, as provided by the revised code of Washington Chapter 61.24 are:

Mike Chia  
9428 SE 54th Street  
Mercer Island, WA 98040

Daryl Chia  
9428 SE 54th Street  
Mercer Island, WA 98040

Bin Zhang  
5425 96th Avenue SE  
Mercer Island, WA 98040

Feng Qi  
5425 96th Avenue SE  
Mercer Island, WA 98040

Cathay Bank  
9650 Flair Drive, 2nd Floor  
El Monte, CA 91731

Cathay Bank  
Washington Lending Division  
4122 Factoria Blvd SE, Suite 400  
Bellevue, WA 98006

J. David Beatty  
5419 96th Avenue SE  
Mercer Island, WA 98040

Barbara G. Beatty  
5419 96th Avenue SE  
Mercer Island, WA 98040

Wells Fargo Bank, N.A.  
Final Docs F0012-01B  
6200 Park Avenue  
Des Moines, IA 50321

Jessica Eadie  
5411 96th Avenue SE  
Mercer Island, WA 98040

James Tracy Eadie  
5411 96th Avenue SE  
Mercer Island, WA 98040

Mortgage Electronic Registration Systems Inc., as nominee  
c/o Penrith Home Loans  
601 Union Street, Suite 2217  
Seattle, WA 98101

**SCHEDULE B**  
(continued)

Penrith Home Loans  
Loan No. B000292011439  
601 Union Street, Suite 2217  
Seattle, WA 98101

Michael D. Yeh  
9425 SE 54th Street  
Mercer Island, WA 98040

Jenny W. Yeh  
9425 SE 54th Street  
Mercer Island, WA 98040

Bank of America, N.A.  
5201 Gate Parkway  
Jacksonville, FL 32256

Bank of America, N.A.  
1 Mortgage Way  
Mount Laurel, NJ 08054

David S. Cahill  
(current address unknown)

Sally S. Cahill  
(current address unknown)

IT IS THE DUTY OF THE TRUSTEE TO NOTIFY ALL PARTIES AS REQUIRED BY STATUTE,  
WHETHER OR NOT THEY ARE LISTED IN A TITLE GUARANTEE.

**THE ABOVE LIST IS NOT EXHAUSTIVE - IT INCLUDES THOSE PARTIES DISCOVERED THROUGH  
THE EXAMINATION PROCESS TO HOLD A FORECLOSABLE RECORD INTEREST IN THE REAL  
PROPERTY DESCRIBED HEREIN. IT IS THE DUTY OF THE TRUSTEE TO NOTIFY ALL PARTIES AS  
REQUIRED BY STATUTE, WHETHER OR NOT THEY ARE LISTED IN A TITLE GUARANTEE. THE  
COMPANY HAS NO LIABILITY FOR ERRORS AND/OR OMISSIONS CREATED BY THE TRUSTEE.**

**END OF SCHEDULE B**

**SCHEDULE C**  
**INFORMATION FOR THE ASSURED**

1. This Guarantee is restricted to the use of the Assured solely for the purpose of providing information to facilitate the commencement of a suit at law or foreclosure pursuant to RCW 61.24 of a mortgage described in Schedule B affecting the land described in Schedule A. The Company shall have no liability for any reliance hereon except for the purpose for which this Guarantee is issued. This Guarantee is neither a commitment nor an obligation by the Company to issue any policy or policies of title insurance insuring said land, and it is not to be used as a basis for closing any transaction affecting title to said land.
2. Upon request WITHIN SIXTY (60) DAYS from the effective date of this Guarantee, the Company will extend the effective date of this Guarantee by endorsement to include the filing of any complaint and recording of Notice of Lis Pendens, recording of Notice of Intent to Forfeit Real Estate Contract, or recording of the Notice of Trustee's Sale. Such an endorsement will show as additional exceptions, and therefore exclude from coverage, those matters attaching subsequent to the effective date of the Guarantee but prior to the issuance of the endorsement.
3. Upon request on the thirtieth (30<sup>th</sup>) day preceding the date set for the forfeiture of real estate contract, or trustee's sale, the Company will issue an endorsement identifying federal tax liens, if any, affecting the land described in Schedule A. THE RESPONSIBILITY, HOWEVER, FOR DETERMINING THE THIRTIETH (30<sup>TH</sup>) DAY BEFORE THE SALE OR FORFEITURE, AND FOR MAKING THE REQUEST ON THAT SAME DAY, IS BORNE BY THE ASSURED.
4. The Company may, BUT IS NOT OBLIGATED TO, issue additional endorsements extending the effective date of the Guarantee at the request for the Assured. The Company will not, and accepts no obligation to, issue an endorsement extending the effective date to, or beyond, the date of any sale of the premises, recording of a Declaration of Forfeiture or a Real Estate Contract, trustee's sale or deed in lieu thereof.
5. Attention is called to the Servicemembers Civil Relief Act (108 P.L. 189; 117 Stat. 2835; 2003 Enacted H.R. 100) and amendments thereto which contain inhibitions against the sale of land under a deed of trust if the owner is entitled to the benefits of said Act.
6. Attention is called to the Federal Tax Lien Act of 1966 and amendments thereto which, among other things, provides for the giving of written notice of sale or forfeiture in a specified manner to the Secretary of the Treasury or his delegate as a requirement for the discharge or divestment of a federal tax lien in a non-judicial sale or forfeiture, and establishes with respect to such lien a right in the United States to redeem the property within a period of one hundred twenty (120) days from the date of any such sale or forfeiture.

**EXCLUSIONS FROM COVERAGE**

The following mailers are expressly excluded from the coverage of this Guarantee:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation effecting the land has been recorded in the public records at Date of Guarantee.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Guarantee.
3. Defects, liens, encumbrances, adverse claims against the title as guaranteed, or other matters:
  - (a) created, suffered, assumed or agreed to by one or more of the Assured;
  - (b) not known to the Company, not recorded in the public records at Date of Guarantee but known to one or more of the Assured at Date of Guarantee;
  - (c) resulting in no loss or damage to the Assured;
  - (d) attaching or created subsequent to Date of Guarantee.
4. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule B or with respect to the validity, legal effect or priority of any matter shown therein.
5. Taxes or assessments 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.
6. Unpatented mining claims; reservations or exceptions in United States Patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations. Indian treaty or aboriginal rights, including easements or equitable servitudes; water rights, claims or title to water.
7. Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; of any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
8. Any loss or damage which arises out of any transaction affecting the estate or interest shown in Schedule A of this Guarantee by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**CONDITIONS AND STIPULATIONS****1. DEFINITION OF TERMS**

The following terms when used in this Guarantee mean;

- (a) "land": the land described in this Guarantee and improvements affixed thereto which by law constitute real property.
- (b) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions from Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district in which the land is located.
- (c) "date." "Date of Guarantee": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company.
- (e) "mortgage": mortgage, deed of trust, trust deed, real estate contract or other security instrument,

**2. PROSECUTION OF ACTIONS**

- (a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.
- (b) in all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

**3. NOTICE OF LOSS-LIMITATION OF ACTION**

A statement in writing or any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee,

(continued)

**4. OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS**

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

**5. LIMITATION OF LIABILITY-PAYMENT OF LOSS**

- (a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of total liability stated within this Guarantee.
- (b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorney's fees in litigation carried on by the Assured with the written authorization of the Company.
- (c) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.
- (d) All payments under this Guarantee, except for attorneys' fees as provided for in paragraph 5(b) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.
- (e) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

**6. SUBROGATION UPON PAYMENT OR SETTLEMENT**

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right or subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

**7. GUARANTEE ENTIRE CONTRACT**

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

**8. NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this guarantee and shall be addressed to the Company at: Chicago Title Insurance Company, P.O. Box 45023, Jacksonville, FL 32232-5023.

**9. THE FEE SPECIFIED WITHIN THIS GUARANTEE IS THE TOTAL FEE FOR TITLE SEARCH AND EXAMINATION AND FOR THIS GUARANTEE.****END OF CONDITIONS AND STIPULATIONS**