

70628

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POLICY OF TITLE INSURANCE

ISSUED BY

TRANSAMERICA TITLE INSURANCE COMPANY

hereinafter called the Company, a California corporation, for valuable consideration, and subject to the conditions and stipulations of this policy, does hereby insure the person or persons named in item 1 of Schedule A, together with the persons and corporations included in the definition of "the insured" as set forth in the conditions and stipulations, against loss or damage sustained by reason of:

1. Title to the estate, lien or interest defined in items 3 and 4 of Schedule A being vested, at the date hereof, otherwise than as stated in item 2 of Schedule A; or
2. Any defect in, or lien or encumbrance on, said title existing at the date hereof, not shown in Schedule B; or
3. Any defect in the execution of any instrument shown in item 3 of Schedule A, or priority, at the date hereof, over any such instrument, of any lien or encumbrance not shown in Schedule B;

provided, however, the Company shall not be liable for any loss, damage or expense resulting from the refusal of any person to enter into, or perform, any contract respecting the estate, lien or interest insured.

The total liability is limited to the amount shown in Schedule A, exclusive of costs incurred by the Company as an incident to defense or settlement of claims hereunder.

In witness whereof, **THE COMPANY** has caused this policy to be authenticated by the facsimile signature of its President, and its Secretary, but this policy is not valid unless attested by an authorized signatory.

TRANSAMERICA TITLE INSURANCE COMPANY

Attest
Robert G. Salomon
Authorized Signatory

By *Daniel L. Laint*
President

By *Robert A. Elnore*
Secretary

SCHEDULE A

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NO. S-4471

DATE February 15, 1968, at eight o'clock a. m.

AMOUNT \$ 3,000.00

PREMIUM \$ 31.50

1. INSURED

JOSEPHINE A. MEYER

2. TITLE TO THE ESTATE, LIEN OR INTEREST INSURED BY THIS POLICY IS VESTED IN

JOSEPHINE A. MEYER,
a widow

3. ESTATE, LIEN OR INTEREST INSURED

Fee Simple Estate

4. DESCRIPTION OF THE REAL ESTATE WITH RESPECT TO WHICH THIS POLICY IS ISSUED

The following described real property located in Skamania County, State of Washington, to-wit:

A tract of land located in the Northeast Quarter (NE $\frac{1}{4}$) of Section 17, Township 3 North, Range 8 E. W. M., more particularly described as follows:

Beginning at a point on the quarter section line 2,497.5 feet east of the southwest corner of the NE $\frac{1}{4}$ of the said Section 17; thence north 379.5 feet; thence west 597.5 feet to the initial point of the tract hereby described; thence north 295.5 feet; thence west 481 feet; thence south 15 feet; thence west 69 feet; thence south 280.5 feet to a point 379.5 feet north of the south line of the NE $\frac{1}{4}$ of the said Section 17; thence east 550 feet to the initial point.

SCHEDULE B

DEFECTS, LIENS, ENCUMBRANCES AND OTHER MATTERS AGAINST WHICH THE COMPANY DOES NOT INSURE:

SPECIAL EXCEPTIONS

70628

STATE OF WASHINGTON
COUNTY OF SKAMANIA

I HEREBY CERTIFY THAT THE
INSTRUMENT OF WRITING FILED

OF
J. Meyer
Carson

AT *11:10 A.M.* *Dec 4* *1968*

WAS RECORDED IN BOOK *3*

OF *1111* AT PAGE *224*

RECORDS OF SKAMANIA COUNTY, WASH.

H. D. Ladd
COUNTY AUDITOR

E. Muehl
DEPUTY

REGISTERED	<i>E. Muehl</i>
INDEXED	<i>E. Muehl</i>
INDEXED	<i>E. Muehl</i>
RECORDED	<i>E. Muehl</i>
COMPARED	<i>E. Muehl</i>
MAILED	<i>E. Muehl</i>



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1. General taxes for 1968 amounting to \$30.31.
2. A right of first refusal of any future sale of the real estate under search granted to Carson Lumber Company, a corporation, by deed dated November 14, 1964, and recorded November 17, 1964, at page 355 of Book 53 of Deeds, under Auditor's File Number 64218, Records of Skamania County, Washington.

GENERAL EXCEPTIONS

1. Encroachments or questions of location, boundary and area, which an accurate survey may disclose; public or private easements not disclosed by the public records; rights or claims of persons in possession, or claiming to be in possession, not disclosed by the public records; material or labor liens or liens under the Workmen's Compensation Act not disclosed by the public records; water rights or matters relating thereto; any service, installation or construction charges for sewer, water or electricity.
2. Exceptions and reservations in United States Patents; right of use, control or regulation by the United States of America in the exercise of powers over navigation; limitation by law or governmental regulation with respect to subdivision, use, enjoyment or occupancy; defects, liens, encumbrances, or other matters created or suffered by the insured; rights or claims based upon instruments or upon facts not disclosed by the public records but of which rights, claims, instruments or facts the insured has knowledge.
3. General taxes not now payable; matters relating to special assessments and special levies, if any, preceding the same becoming a lien.

(End of Schedule B)

1. The Company shall have the right to, and will, at its own expense, defend the insured with respect to all demands and legal proceedings founded upon a claim of title, encumbrance or defect which existed or is claimed to have existed prior to the date hereof and is not set forth or excepted herein; reserving, however, the option at any time of settling the claim or paying the amount of this policy in full. In case any such demand shall be asserted or any such legal proceedings shall be instituted the insured shall at once give notice thereof in writing to the Company at its state office and, if the insured is a party to such legal proceedings, secure to the Company, within ten days after service of first process upon the insured, the right to defend such legal proceedings in the name of the insured so far as necessary to protect the insured, and the insured shall render all reasonable assistance in such defense. If such notice shall not be given, or the right to defend secured, as above provided, then all liability of the Company with regard to the subject matter of such demand or legal proceedings, and any expense incident thereto, shall terminate; provided, however, that failure to give such notice shall in no case prejudice the claim of the insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice.

2. In the event of final judicial determination by a court of competent jurisdiction, under which the estate, lien or interest insured is defeated or impaired by reason of any adverse interest, lien or encumbrance not set forth or excepted herein, claim may be made as herein provided. A statement in writing of any loss or damage, for which it is claimed the Company is liable, shall be furnished to the Company at its state office within sixty days after such loss or damage shall have been ascertained. No right of action shall accrue with respect thereto until thirty days after such statement shall have been furnished and no recovery shall be had unless an action shall have been commenced thereon within one year after the expiration of said thirty days. Any rights or defenses of the Company against a named insured shall be equally available against any person or corporation who shall become an insured hereunder as successor of such named insured.

3. The Company may at any time pay this policy in full, whereupon all liability of the Company shall terminate. Every payment made by the Company, exclusive of costs incurred by the Company as an incident to defense or settlement of claims hereunder, shall reduce the liability of the Company by the amount paid. The liability of the Company shall in no case exceed the actual loss of the insured and costs which the Company is obligated to pay. When the Company shall have paid a claim hereunder it shall be subrogated to all rights and remedies which the insured may have against any person or property with respect to such claim, or would have if this policy had not been issued, and the insured shall transfer all such rights to the Company. If the payment made by the Company does not cover the loss of the insured, such subrogation shall be proportionate. Whenever the Company shall be obligated to pay a claim under the terms of this policy by reason of a defect in the title to a portion of the area described herein, liability shall be limited to the proportion of the face amount of this policy which the value of the defective portion bears to the value of the whole at the time of the discovery of the defect, unless liability is otherwise specifically segregated herein. If this policy insures the lien of a mortgage, and claim is made hereunder, the Company may pay the entire indebtedness and thereupon the insured shall assign to the Company the mortgage and the indebtedness secured thereby, with all instruments evidencing or securing the same, and shall convey to the Company any property acquired in full or partial satisfaction of the indebtedness, and all liability of the Company shall thereupon terminate. If a policy insuring the lien of a mortgage is issued simultaneously with this policy and for simultaneous issue premium as provided in rate schedule, any payment by the Company on said mortgage policy with respect to the real estate described in Schedule A hereof shall reduce pro tanto the liability under this policy. All actions or proceedings against the Company must be based on the provisions of this policy. Any other action or actions or rights of action that the insured may have or may bring against the Company with respect to services rendered in connection with the issuance of this policy, are merged herein and shall be enforceable only under the terms, conditions and limitations of this policy.

4. The following terms when used in this policy mean: (a) "named insured": the persons and corporations named as insured in Schedule A of this policy; (b) "the insured": such named insured together with (1) each successor in ownership of any indebtedness secured by any mortgage shown in Item 3 of Schedule A, (2) any owner or successor in ownership of any such indebtedness who acquires title to the real estate described in Item 4 of Schedule A, or any part thereof, by lawful means in satisfaction of said indebtedness or any part thereof, (3) any governmental agency or instrumentality which insures or guarantees said indebtedness or any part thereof, and (4) any person or corporation deriving an estate or interest in said real estate as an heir or devisee of a named insured or by reason of the dissolution, merger, or consolidation of a corporate named insured; (c) "date hereof": the exact day, hour and minute specified in Schedule A; (d) "public records": records which, under the recording laws, impart constructive notice with respect to said real estate; (e) "state office": the office of the Company at the address shown herein; (f) "mortgage": mortgage, deed of trust, trust deed, or other security instrument described in Schedule A.

Title

Insurance

Policy

Issued by

TRANSAMERICA TITLE
INSURANCE COMPANY

STATE OFFICE

705 THIRD AVENUE

SEATTLE, WASHINGTON 98104



SKAMANIA COUNTY

TITLE COMPANY

P. O. BOX 277

STEVENSON, WASHINGTON 98648