

## Commitment for Title Insurance

Title Officer: Eastside Title Unit  
Email: CTIBellevueETU@ctt.com  
Title No.: 0282637-ETU

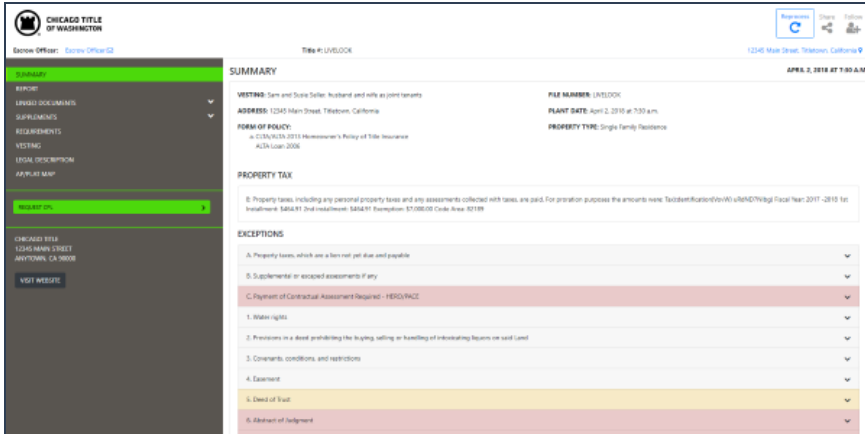
Property Address: 9422 SE 33rd St Mercer Island, WA 98040

### 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 user's location '1246 Main Street, Torrance, 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', 'VERIFYING', 'LEGAL DESCRIPTION', and 'APPLY FOR MAP'. The main content area is titled 'SUMMARY' and contains the following information:

- VESTING:** Sam and Susie Siller, husband and wife as joint tenants
- ADDRESS:** 1246 Main Street, Torrance, California
- FORM OF POLICY:** A CHICAGO TITLE Insurance's Policy of Title Insurance ALTA Loan 2006
- FILE NUMBER:** LIVELOOK
- PLANT DATE:** April 2, 2019 at 7:59 a.m.
- PROPERTY TYPE:** Single Family Residence

Below the summary is the 'PROPERTY TAX' section, which states: 'B. Property taxes, including any personal property taxes and any assessments collected with taxes, are paid. For proration purposes the amounts were TaxIdentificationNo(V) whenTitleIs Fical Year: 2017-2018 for Installment \$484.81 2nd installment: \$484.81 Exemption: \$7,000.00 Code Area: 92189'. The 'EXCEPTIONS' section lists several items, with 'C. Payment of Contractual Assessment Required - FERGUSON' highlighted in red. Other exceptions include 'A. Property taxes which are a lien not yet due and payable', 'B. Supplemental or escaped assessments if any', '1. Water rights', '2. Provisions in a deed authorizing the buying, selling or handling of mineral rights on said land', '3. Covenants, conditions and restrictions', '4. Easement', '6. Deed of Trust', and '5. Abstract of Judgment'.

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

# SUBDIVISION

Issued By:



CHICAGO TITLE INSURANCE COMPANY

Guarantee/Certificate Number:

**0282637-ETU**

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

## GUARANTEES

Irwin Land Use Consulting, LLC

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

### LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

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

Countersigned By:

J.L. Jackson  
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
\$1,000.00	\$350.00	\$35.70

Effective Date: November 13, 2024 at 12:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Title to said real property is [vested in:](#)

James Thomas Graue, III, presumptively subject to the community interest of his spouse on February 8, 2013, date of acquiring title

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

**END OF SCHEDULE A**

**EXHIBIT "A"**  
Legal Description

**For APN/Parcel ID(s): 413930-0390-08**

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THAT PORTION OF GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 834 FEET NORTH AND 156 FEET WEST OF THE SOUTHEAST CORNER OF GOVERNMENT LOT 4;  
THENCE WEST 55 FEET;  
THENCE NORTH TO SHORE OF LAKE WASHINGTON;  
THENCE SOUTHEASTERLY ALONG SAID SHORELINE TO A POINT NORTH OF THE POINT OF BEGINNING;  
THENCE SOUTH TO THE POINT OF BEGINNING;

TOGETHER WITH THAT PORTION OF GOVERNMENT LOT 4, SECTION 7, TOWNSHIP 24 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 854.00 FEET NORTH AND 156.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 4;  
THENCE NORTH 133.00 FEET;  
THENCE NORTH 12°13'22 WEST 23.88 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;  
THENCE SOUTH 12°13'22" WEST 23.88 FEET;  
THENCE NORTH TO THE SHORE OF LAKE WASHINGTON;  
THENCE SOUTHEASTERLY TO A POINT NORTH 1°19'00" EAST FROM THE TRUE POINT OF BEGINNING;  
THENCE SOUTH 1°19'00" WEST 208.79 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH SHORELANDS OF THE SECOND CLASS LYING SOUTHEASTERLY OF THE AGREED LATERAL LINE AS DESCRIBED IN EXHIBIT C OF LATERAL LINE AGREEMENT AND QUIT CLAIM DEED RECORDED UNDER [RECORDING NUMBER 20160408000135](#) AND SURVEY RECORDED UNDER RECORDING NUMBER 20160408900001.

(ALSO KNOWN AS A PORTION OF TRACTS C AND D, LAKEMONT, ACCORDING TO THE UNRECORDED PLAT THEREOF).

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

**SCHEDULE B****GENERAL EXCEPTIONS:**

H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.

## GENERAL EXCEPTIONS

1. Easement for the purpose shown below and rights incidental thereto as set forth in a document:

Purpose: Ingress and egress  
Recording Date: June 9, 1934  
[Recording No.:](#) [2804334](#)  
Affects: Portion of said premises

2. Covenants, conditions and restrictions 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: April 30, 1935  
[Recording No.:](#) [2850895](#)  
As follows:

All buildings must be painted or stained within 3 months after completion thereof. This property is sold for residential purposes and together with any abutting shorelands appertaining thereto shall not be used for any industrial or commercial purposes.

3. Easement for the purpose shown below and rights incidental thereto, as granted in a document:

Granted to: Puget Sound Power and Light Company  
Purpose: Electric transmission and/or distribution line  
Recording Date: November 6, 1951  
[Recording No.:](#) [4186352](#)  
Affects: As described therein

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

Granted to: Mercer Island Sewer District  
Purpose: Pipe line or lines  
Recording Date: May 6, 1959  
[Recording No.:](#) [5028694](#)  
Affects: As described therein

5. Side Sewer Easement, and the terms and conditions thereof:

Recording Date: January 8, 1965  
[Recording No.:](#) [5830502](#)  
Width: 4 feet  
Affects: An undisclosed portion of said Land along the line as constructed

**SCHEDULE B**

(continued)

Said easement contains a provision for bearing a proportionate or equal cost of maintenance, repair or reconstruction of said side sewer by the common users.

6. 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 Survey:
- [Recording No:](#) [8204059001](#)
7. Easement for the purpose shown below and rights incidental thereto, as granted in a document:
- Granted to: Washington Natural Gas Company, a Washington Corporation, its successors and assigns  
Purpose: Gas pipeline or pipelines  
Recording Date: January 27, 1987  
[Recording No.:](#) [8701270841](#)  
Affects: Portion of said premises
8. Affidavit in Support of Accessory Dwelling Unit Permit, and the terms and conditions thereof:
- [Recording Date:](#) June 17, 1996  
[Recording No.:](#) [9606170759](#)
9. Indemnification and Hold Harmless Agreement and Covenant Not to Sue, and the terms and conditions thereof:
- Between: City of Mercer Island  
And: JT Graue and Linda Graue  
Recording Date: September 12, 2008  
[Recording No.:](#) [20080912000257](#)
10. Easement for the purpose shown below and rights incidental thereto, as granted in a document:
- Granted to: Puget Sound Energy, Inc., a Washington Corporation  
Purpose: Transmission, distribution and sale of electricity  
Recording Date: September 13, 2010  
[Recording No.:](#) [20100913000396](#)  
Affects: Portion of said premises
11. Exclusive Use and Landscaping Easement for the purpose shown below and rights incidental thereto as set forth in a document:
- In favor of: James W. Cherberg and Nan Chot Cherberg  
Purpose: Ingress, egress and landscaping rights  
Recording Date: January 23, 2013  
[Recording No.:](#) [20130123001418](#)  
Affects: Portion of said premises

**SCHEDULE B**  
(continued)

12. Affidavit in Support of Accessory Dwelling Use Permit, and the terms and conditions thereof:
- Recording Date: June 18, 2014  
[Recording No.:](#) [20140618000953](#)  
Recorded: January 8, 2015  
[Recording No.:](#) [20150108001302](#)
13. Indemnification and Hold Harmless Agreement Not to Sue, and the terms and conditions thereof:
- Between: City of Mercer Island  
And: James Thomas Graue III  
Recording Date: March 28, 2016  
[Recording No.:](#) [20160328000843](#)
14. Lateral Line Agreement and Quit Claim Deed, and the terms and conditions thereof:
- Between: James W. Cherberg and Nan Chot Cherberg, husband and wife  
And: James Thomas Graue, III  
Recording Date: April 8, 2016  
[Recording No.:](#) [20160408000135](#)
15. 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 Survey:
- [Recording No:](#) [20160408900001](#)
16. Question of location of lateral boundaries of said second class tidelands or shorelands.
17. Any question that may arise due to shifting and changing in the course, boundaries or high water line of Lake of Washington.
18. Rights of the State of Washington in and to that portion, if any, of the Land which lies below the line of ordinary high water of Lake of Washington.
19. Any prohibition or limitation of use, occupancy or improvement of the Land resulting from the rights of the public or riparian owners to use any portion which is now or was formerly covered by water.
20. Paramount rights and easements in favor of the United States for commerce, navigation, fisheries and the production of power.

**SCHEDULE B**

(continued)

21. 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: 2024  
[Tax Account No.:](#) [413930-0390-08](#)  
Levy Code: 1031  
Assessed Value-Land: \$2,961,000.00  
Assessed Value-Improvements: \$3,467,000.00

## General and Special Taxes:

Billed: \$44,242.28  
Paid: \$44,242.28  
Unpaid: \$0.00

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

Amount: \$900,000.00  
Dated: January 9, 2002  
Trustor/Grantor: Linda Merritt Graue Trustee of the Linda Merritt Graue, Residence Trustee I Established 8/29/1994 and James Thomas Graue Jr, Trustee of the The James Thomas Graue Jr. Residence Trust I Established 8/29/94  
Trustee: PRLAP Inc.  
Beneficiary: Bank of America, NA  
Recording Date: January 18, 2002  
[Recording No.:](#) [20020118002152](#)

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.

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

Amount: \$20,000.00  
Dated: January 15, 2002  
Trustor/Grantor: James T. Graue and Linda M. Graue  
Trustee: Mercer WA  
Beneficiary: James T and Lois C. Graue  
Recording Date: June 24, 2002  
[Recording No.:](#) [20020624001918](#)

**SCHEDULE B**

(continued)

## 24. A Statutory Warranty Deed:

From: Shannon E. Graue, a married woman dealing with her separate property  
To: James Thomas Graue III, Trustee of the Shannon E. Graue Qualified Personal Residence  
Trust U//D January 10, 2020 her entire undivided 50% interest  
Dated: January 10, 2020  
Recording Date: January 14, 2020  
[Recording No.:](#) [20200114000692](#)

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

Party(ies): James Thomas Graue, III, presumptively subject to the community interest of his spouse on February 8, 2013, date of acquiring title

## 25. A Statutory Warranty Deed:

From: James Thomas Graue III, a married man dealing with his separate property  
To: Shannon E. Graue, trustee of the James Thomas Graue III Qualified Personal Residence  
Trust U//D January 10, 2020 her entire undivided 50% interest  
Dated: January 10, 2020  
Recording Date: January 1, 1993  
[Recording No.:](#) [20200114000693](#)

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

Party(ies): James Thomas Graue, III, presumptively subject to the community interest of his spouse on February 8, 2013, date of acquiring title

## NOTES:

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:

PTN GOVT LT 4, STR 07-24N-05E, PTN TRACTS C AND D, LAKEMONT UNREC  
[Tax Account No.:](#) [413930-0390-08](#)

Note: The Public Records indicate that the address of the improvement located on said Land is as follows:

9422 SE 33rd St  
Mercer Island, WA 98040

**END OF SCHEDULE B**