#### **NOTICE**

**IMPORTANT - READ CAREFULLY**: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

#### **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a(n) Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

#### **COMMITMENT CONDITIONS**

#### 1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

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## \*\*\*\*\* COLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY \*\*--\*

## COMMITMENT FOR TITLE INSURANCE

- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
- 2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - a. the Notice:
  - b. the Commitment to Issue Policy;
  - c. the Commitment Conditions;
  - d. Schedule A;
  - e. Schedule B, Part I-Requirements; 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 is not liable for any other amendment to this Commitment.

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# \*\*\*\*\* \* OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY \*\*\*\*\*

## **COMMITMENT FOR TITLE INSURANCE**

#### 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:
  - comply with the Schedule B, Part I-Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B. Part II-Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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# \*\*\*\*\* \* OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY \*\*\*\*\*

## **COMMITMENT FOR TITLE INSURANCE**

#### 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

#### 8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

#### CLAIMS PROCEDURES

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

#### 10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

#### 11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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 <a href="http://www.alta.org/arbitration">http://www.alta.org/arbitration</a>.

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		ction Identi	fication Data, for which the Compar	y assumes no liability as	s set forth in C	commitmen
Issuing Agent: Issuing Office: Title Officer: Commitment No.:		Agent: Office: ficer: tment No.:	WHATCOM LAND TITLE COMPANY, INC. 2011 YOUNG STREET, SUITE 102, BELLINGHAM, WA 98225 STACY KLANDER (stacyk@whatcomtitle.com) W-204090			
Es	crow	ent Office: Officer:	WHATCOM LAND TITLE COMPANY,	INC.		
		No.: y Address:	W-204090 5390 SUNDOWN VIEW WAY, BELLIN	NGHAM, WA 98226		
			SCHED	JLE A		
1.	Со	mmitment D	ate: February 24, 2023 at 12:00 AM			
2.	Pol	icy to be iss	ued:			
	a.	ALTA Homeowners Policy One-to-Four Family (2021)   Extended Coverage   Homeowner's Standard Coverage				r's 🛚
		Proposed Insured: TO COME				
		Proposed F Premium: Sales Tax: Total:	Policy Amount:	TO COME TO COME TO COME		
	b.	ALTA Loan	ALTA Loan Policy (2021) 🗷 Extended Coverage 🛚 Standard Coverage			
		The Policy to be issued after recording of the insured instrument herein will be a 2006 ALTA Extended Lender's Policy, with applicable endorsements thereto.				
		Proposed I	nsured: TO COME			
		Proposed F Premium: Sales Tax: Total:	Policy Amount:	TO COME TO COME TO COME		
3.		e estate or ir TO PARCE	nterest in the Land at the Commitment E L B.	Date is: FEE SIMPLE AS TO	D PARCEL A; EA	ASEMENT

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## **SCHEDULE A**

(Continued)

- 4. The Title is, at the Commitment Date, vested in: CARTER A. COLE and ALISON C. CANFIELD, husband and
- 5. The Land is described as follows:

SEE SCHEDULE C ATTACHED HERETO

Whatcom Land Title Company, Inc.

Stacy Klander, Authorized Signatory

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company 400 Second Avenue South, Minneapolis, Minnesota 55401 (612) 371-1111

Monroe Name Wold

... END OF SCHEDULE A...

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## **SCHEDULE B, PART I**

Requirements

All of the following Requirements must be met:

- A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- B. Payment to or for the account of the grantor or mortgagors of the full consideration for the estate or interest to be Insured.
- C. IMPORTANT UPDATE: Please note that while our office is able to electronically record most documents, in order to do so we require the ORIGINAL document(s) to be in our office PRIOR to recording.
- D. 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.
- E. The names of the proposed insured(s) were not furnished in the Application for Title Insurance, and when disclosed will be subject to such matters as may be found by a search of the records against said names.
- F. A legal description was not included in the Application for Title Insurance. The legal description contained herein was taken from the record and the presumed intention of the parties to the transaction. The description must be examined and approved by the parties prior to closing.

#### **END OF REQUIREMENTS**

#### **NOTES**

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

1. The owner's policy form to be issued, as reflected in Schedule A, will be the 2021 ALTA Homeowner's Policy, as there was no Purchase and Sale Agreement submitted or the Agreement submitted to The Company did not specify a policy form. A Standard 2021 ALTA Owner's Policy is also available for this transaction at a discount from the quoted premium. Please contact your Title Officer immediately if you desire the 2021 ALTA Owner's Policy form.

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## SCHEDULE B, PART I

(Continued)

- 2. We have searched the records for unsatisfied Judgments and Liens against all parties named herein and find none which would appear as exceptions in the policy.
- Upon researching the chain of title, it has been determined that CARTER A. COLE and ALISON C. CANFIELD, husband and wife, has/have owned said premises since August 29, 2002, according to the Whatcom County records. This should satisfy the customer's request for 24 months of title.
- 4. The common Address(es) of the property(s) under search is/are:

5390 SUNDOWN VIEW WAY BELLINGHAM, WA 98226

5. Where an abbreviated legal description is required on your documents, the following is to be included;

LOT 3, SUNDOWN VIEW III SP PARCEL(S): 390429 133109 0000 PID 107727

**END OF NOTES** 

**END OF SCHEDULE B, PART I** 

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## SCHEDULE B, PART II

**Exceptions** 

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

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

## **GENERAL EXCEPTIONS**

- 1. 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.
- 2. Rights or claims of parties in possession not shown by the public records.
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstances affecting the Title that would be disclosed by an accurate and complete land survey of the Land, and that is not shown by the Public Records.
- 4. Easements or claims of easements not shown by the public records.
- 5. Any lien, or right to lien, for contributions to employee benefit funds, or for state workers' compensations or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the public records.
- 6. Taxes or special assessments which are not shown as existing liens by the public records.
- 7. Any service, installation, connection, maintenance, tap, capacity or construction charges for sewer, water electricity, other utilities, or garbage collection and disposal.
- 8. Reservations or exceptions in patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- 9. Water rights, claims or title to water.

### **END OF GENERAL EXCEPTIONS**

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## SCHEDULE B, PART II

(Continued)

## **SPECIAL EXCEPTIONS**

1. Lien of Real Estate Excise Sales Tax upon any sale of said premises, if unpaid.

## **GENERAL GRADUATED REET STRUCTURE FOR WHATCOM COUNTY:**

- 1.6 percent if the selling price is equal to or less than \$525,000;
- 1.78 percent on the portion of the selling price that is greater than \$525,000, but equal to or less than \$1,525,000;
- 3.25 percent on the portion of the selling price that is greater than \$1,525,000, but equal to or less than \$3,025,000; and
- 3.5 percent on the portion of the selling price that is greater than \$3,025,000.

NOTE: The above stated rates include the local tax rates imposed by Whatcom County (.50%).

The Whatcom County Treasurer's Office REQUIRES a one-page laser printed copy of the Excise Tax Affidavit to accompany all documents requiring the payment of excise tax. This Affidavit must include the original signatures of Grantor/Grantee or Agent, and maintain a 1-inch bottom margin. Any additional legal descriptions must be on letter-sized paper (8.5" x 11"). This Affidavit may be downloaded from the Whatcom County Treasurer's website (www.whatcomcounty.us/treasurer/). Documents without the proper form may be rejected and not processed until the appropriate form is executed. The Affidavit **must** be the original legal-sized (8.5" x 14"), signed document.

2. General Taxes for 2023, payable after February 15, 2023, which become delinquent after April 30,

2023, if first half not paid; First Half Amount: \$2,480.67 Full Year Amount: \$4.961.22

Parcel No.: 390429 133109 0000 PID 107727

Improvements: \$503,974.00

Land: \$361,725.00 Total: \$865,699.00 Tax Code: 7085 Affects: Said premises

 Terms, covenants and conditions contained in Application for Current Use Classification, including liability for future taxes, rollbacks, penalties and interest upon breach of, or withdrawal from, said classification:

Recording No.: 1215722

Classification: Farm and agricultural Affects: Said premises and other property

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## SCHEDULE B, PART II

(Continued)

4. Deed of Trust, to secure an indebtedness, including any interest, advances, or other obligations secured thereby, in the principal amount of \$401,250.00:

Dated: November 10, 2016 Recorded: November 18, 2016 Recording No.: 2016-1102128

Grantor: CARTER A. COLE and ALISON C. CANFIELD, husband and wife

Trustee: CHICAGO TITLE COMPANY

Beneficiary: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS), a Delaware corporation, acting solely as nominee for Lender HOMESTREET BANK, a Washington state

chartered bank

Affects: Said premises

5. Deed of Trust, to secure an indebtedness, including any interest, advances, or other obligations secured thereby, in the principal amount of \$50,000.00;

Dated: August 7, 2017 Recorded: August 15, 2017 Recording No.: 2017-0801739

Grantor: CARTER A. COLE and ALISON C. CANFIELD, husband and wife

Trustee: CHICAGO TITLE COMPANY OF WASHINGTON

Beneficiary: HOMESTREET BANK, a Washington state chartered bank

Affects: Said premises

6. Covenants, conditions, restrictions, reservations and easements in Declaration, including the

terms and provisions thereof;

Executed by: STEPHEN W. PAYSSE

Recorded: February 4, 1999 Recording No.: 1990200857

Said instrument has been amended or modified by the following instrument;

Recorded: October 28, 1999 Recording No.: 1991003596

7. Agreement, including its terms, covenants and provisions;

Executed by: STEPHEN W. PAYSSE and DONAHUE DEVELOPMENT, LLC

Recorded: February 4, 1999 Recording No.: 1990200859

For: Two-Party Shared Well Covenant

- 8. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, notes, dedications, agreements, encroachments, setback lines and statements, if any, as set forth or delineated on Sundown View III Short Plat, recorded February 4, 1999, under Whatcom County Auditor's File No. 19902000856.
- 9. All matters have been cleared for ALTA Extended Policy coverage.

## END OF SPECIAL EXCEPTIONS END OF SCHEDULE B

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## **SCHEDULE C**

The Land is described as follows:

#### PARCEL A:

LOT 3, AS DELINEATED ON SUNDOWN VIEW III SHORT PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED UNDER AUDITOR'S FILE NO. 1990200856, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.

#### PARCEL B:

EASEMENT FOR INGRESS, EGRESS AND UTILITIES AS SHOWN ON THE FACE OF SUNDOWN VIEW III SHORT PLAT, ACCORDING TO THE PLAT THEREOF, RECORDED UNDER AUDITOR'S FILE NO. 1990200856, RECORDS OF WHATCOM COUNTY, WASHINGTON.

SITUATE IN WHATCOM COUNTY, WASHINGTON.



**FACTS** 

WHAT DOES OLD REPUBLIC TITLE DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
	The types of personal information we collect and share depend on the product or service you have with us. This information can include:
What?	<ul> <li>Social Security number and employment information</li> <li>Mortgage rates and payments and account balances</li> <li>Checking account information and wire transfer instructions</li> </ul>
	When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Republic Title chooses to share; and whether you can limit this sharing.

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

Go to www.oldrepublic.com (Contact Us)

Who we are	Who we are			
Who is providing this notice?	Companies with an Old Republic Title name and other affiliates. Please see below for a list of affiliates.			
What we do				
How does Old Republic Title protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. For more information, visit <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> .			
How does Old Republic Title collect my personal information?	<ul> <li>We collect your personal information, for example, when you:</li> <li>Give us your contact information or show your driver's license</li> <li>Show your government-issued ID or provide your mortgage information</li> <li>Make a wire transfer</li> <li>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</li> </ul>			
Why can't I limit all sharing?	<ul> <li>Federal law gives you the right to limit only:</li> <li>Sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>Affiliates from using your information to market to you</li> <li>Sharing for non-affiliates to market to you</li> <li>State laws and individual companies may give you additional rights to limit sharing. See the State Privacy Rights section location at <a href="https://www.oldrepublictitle.com/privacy-policy">https://www.oldrepublictitle.com/privacy-policy</a> for your rights under state law</li> </ul>			
Definitions				
Affiliates	<ul> <li>Companies related by common ownership or control. They can be financial and nonfinancial companies.</li> <li>Our affiliates include companies with an Old Republic Title name, and financial companies such as Attorneys' Title Fund Services, LLC, Lex Terrae National Title Services, Inc., and Mississippi Valley Title Services Company.</li> </ul>			
Non-affiliates	Companies not related by common ownership or control. They can be financial and non-financial companies.  • Old Republic Title does not share with non-affiliates so they can market to you			
Joint marketing	A formal agreement between non-affiliated financial companies that together market financial products or services to you.  • Old Republic Title doesn't jointly market.			

## Page 3

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



#### WHATCOM LAND TITLE COMPANY

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Phone: (360)676-8484 • Toll Free: (800)334-6314 Fax: (360)671-0982

## **PRIVACY NOTICE**

Financial companies like Whatcom Land Title Company (WLT) choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- Mortgage rates and payments and account balances
- Checking account information and wire transfer instructions

When you are no longer our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information and the reasons WLT chooses to share information.

Reasons we can share your personal information	Does WLT share? Yes	
For our everyday business purposes - such as to process your transactions, maintain your account(s), handle a claim, or respond to court orders and legal investigations, or report to credit bureaus		
For our marketing purposes - to offer our products and services to you	No	
For joint marketing with other financial companies	No	
For our affiliates' everyday business purposes - information about your transactions and experiences	No	
For our affiliates' everyday business purposes - information about your creditworthiness	No	
For our affiliates to market to you	No	
For non-affiliates to market to you	No	

#### **Definitions:**

**Affiliates** Are companies related by common ownership or control. They can be financial and nonfinancial companies. WLT does not have affiliates; but does have several business locations and four underwriters. WLT shares information among its business locations and with the underwriter insuring your transaction - Old Republic National Title Insurance Company; Commonwealth Land Title Insurance Company; First American Title Insurance Company; Old Republic National Title Insurance Company; or Westcor Land Title Insurance Company.

**Non-affiliates** Are companies not related by common ownership or control. They can be financial and non-financial companies. *WLT does not share with non-affiliates to market to you.* 

**Joint marketing** Is a formal agreement between non-affiliated financial companies that together market financial products or services to you. *WLT does not jointly market.* 

#### Frequently Asked Questions:

**How does WLT collect my personal information?** We collect your personal and non-personal information: 1) directly from you; 2) automatically when you interact with us; and 3) from third parties, including business parties. *Examples containing personal information:* your driver's license, your mortgage information, and when you make a wire transfer.

#### How does WLT protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

## How long does WLT keep my personal information?

We keep your personal information in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

## Why can't I limit all sharing? Federal law gives you the right to limit only:

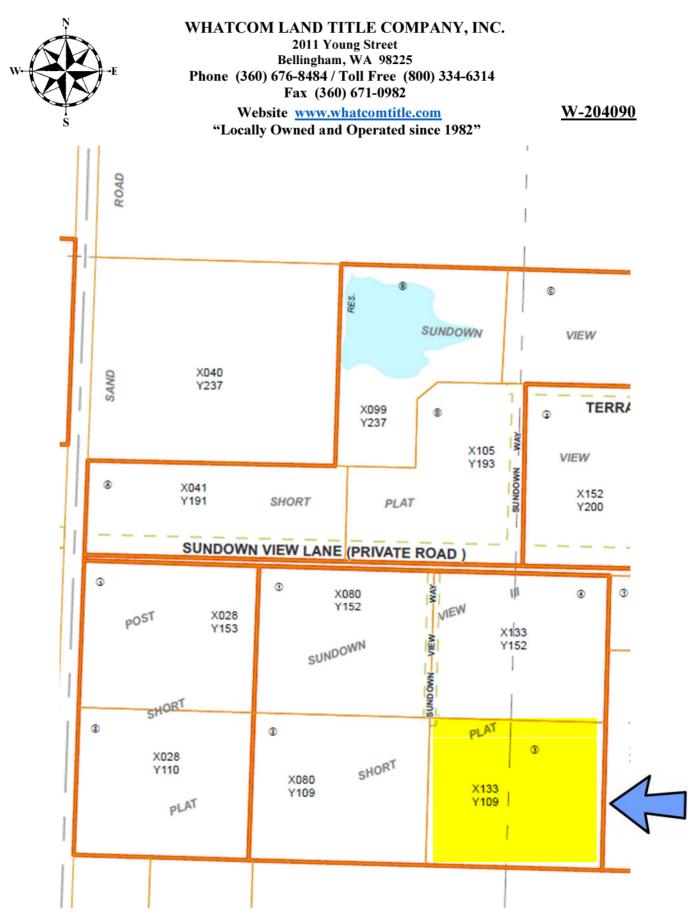
- Sharing for affiliates' everyday business purposes information about your creditworthiness
- Affiliates from using your information to market to you
- Sharing for non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

#### Questions?

Contact us at (360) 676-8484, toll free (800) 334-6314, or through our website at <a href="www.whatcomtitle.com">www.whatcomtitle.com</a>. Direct written inquiries or complaints by mail to Whatcom Land Title Company, Compliance Department, 2011 Young Street, Suite 102, Bellingham WA, 98225 or electronically at <a href="https://www.whatcomtitle.com/consumer-complaint-intake-form/">https://www.whatcomtitle.com/consumer-complaint-intake-form/</a>.

We may change or update this Privacy Notice from time to time.



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IT DOES NOT PURPORT TO SHOW ALL HIGHWAYS, ROADS, OR EASEMENTS AFFECTING THIS PROPERTY. NO LIABILITY IS ASSUMED FOR VARIATIONS IN DIMENSIONS AND LOCATIONS. THIS SKETCH IS NOT GUARANTEED AS TO ACCURACY AND THE COMPANY ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE THEREON.