

## WESTCOR LAND TITLE INSURANCE COMPANY

### LOT BOOK GUARANTEE

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND THE OTHER PROVISIONS OF THE GUARANTEE CONDITIONS AND STIPULATIONS HEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY**, A SOUTH CAROLINA CORPORATION, HEREIN CALLED THE COMPANY,

#### GUARANTEES

the Assured named in Schedule A of this Guarantee,

against actual monetary loss or damage 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.

#### SCHEDULE A

**IS ATTACHED HERETO AS A SEPARATE PAGE AND MADE A  
PART OF THIS GUARANTEE**

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused this Guarantee to be signed and sealed as of the Date of Guarantee shown in Schedule A.

Issued By: NV1016 \* TTL-25-2966  
**Toiyabe Title, LLC**

5496 Reno Corporate Dr  
Reno, NV 89511

#### WESTCOR LAND TITLE INSURANCE COMPANY



By: Mary O'Donnell  
President

Attest: [Signature]  
Secretary

**NOTE: This Guarantee is of no force and effect unless Schedule A is attached together with any added pages incorporated by reference.**

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this guarantee:

1. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or environmental protection, or the effect of any violation of any such law, ordinance or governmental regulation, 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 affecting the land has been recorded in the public records at Date of Guarantee.
2. Rights of eminent domain or governmental rights of police power.
3. Defects, liens, encumbrances, adverse claims, or other matters (a) known, created, suffered, assumed or agreed to by the guaranteed claimant; (b) resulting in no loss or damage to the guaranteed claimant; (c) attaching or created subsequent to Date hereof; or (d) resulting in loss or damage which would not have been sustained if the guaranteed claimant had paid value for the estate or interest guaranteed by this title guarantee.

## GUARANTEE CONDITIONS AND STIPULATIONS (To the extent terms included herein are applicable to this Guarantee)

1. This Guarantee is a guarantee of the record title only, as disclosed by an examination of the public records herein defined in the chain of title ownership.
2. The Company assumes no liability under this guarantee for any loss, cost or damage resulting from any physical condition of the land described herein.
3. In case knowledge shall come to the party guaranteed of any lien, encumbrance, defect or other claim of title guaranteed against and not excepted in this Guarantee, whether in a legal proceeding or otherwise, the party guaranteed shall notify the Company promptly in writing and secure to it the right to oppose such proceeding or claim, or to remove said lien, encumbrance or defect, at its own cost. Any action for the payment of any loss under this Guarantee must be commenced within one year after such loss or damage and to commence such action within the time hereinbefore specified shall be a conclusive bar against the maintenance of any action under this guarantee.
4. The Liability of the Company shall in no case exceed in all the amount stated in Schedule A hereof and shall in all cases be limited to the actual loss only of the party guaranteed, and all payments under this guarantee shall reduce the amount of this guarantee pro tanto. Any payments made by the Company under this Guarantee shall subrogate the Company to the rights of the party guaranteed for liability voluntarily assumed by the party guaranteed in settling any claim without the prior written consent of the Company.
5. This guarantee together with endorsements, if any, attached hereto by the Company is the entire contract between the guaranteed and the Company.

Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest guaranteed hereby or any action asserting such claim, shall be restricted to the provisions and conditions and stipulations of this guarantee.

No amendment or endorsement to this guarantee can be made except by writing endorsed hereon or attached hereto signed by either (the person or persons authorized by the requirements of the Company using this form).
6. Definition of Terms

The following terms when used in this guarantee mean:

  - (a) "Guarantee": the party or parties named in Schedule A as guaranteed.
  - (b) "Guarantee claimant": A guaranteed claiming loss or damage hereunder.
  - (c) "Land": The land described, specifically or by reference in Schedule A, and improvements affixed thereto which by law constitutes real property; provided, however, the term "land" does not include any property beyond the lines of the area specifically described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, lanes, ways or waterways.
  - (d) "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.
  - (e) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
7. 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: Westcor Land Title Insurance Company, Attn: Claims, 875 Concourse Parkway South, Suite 200 Maitland, FL 32751.

# LOT BOOK GUARANTEE

## SCHEDULE A

State: NV

County: Eureka

Agent No.  
NV1016

Order No.  
TTL-25-2966

Guarantee No.  
LBG-3-NV1016-17894410

Liability Amount  
\$150.00

1. Assured:

James L. Charter, a married man, as his sole and separate property

2. Date of Guarantee:  
Nov 25, 2025

3. Assurances given without examination of the documents listed or referred to and only to the specifically named documents and no others:

a. Description of the Land:  
See Attached Exhibit A

b. The last recorded instrument in the public records purporting to transfer title to the said land was:

Deed, recorded April 16, 2001, as Document No. 176419

c. That there are no mortgages or deeds of trust describing the land that have not been released or reconveyed by an instrument recorded in the public records, other than those shown below under Exceptions.

d. That there are no contracts for sale, contracts for deed, including memorandums giving notice of such contracts, attachments, tax deeds recorded within the last 9 years, which purport to affect the land other than those shown below under Exceptions.

4. EXCEPTIONS:

- a) NO IRS LIENS FOUND
- b) NO BANKRUPTCY OF RECORD

5. Mailing Notifications:

James L. Charter  
PO. Box 726  
Cloverdale, CA 95425



Issued By: Toiyabe Title and Escrow

# LOT BOOK GUARANTEE

## EXHIBIT A

Lot 1, Block 3, Crescent Valley Ranch & Farms, Unit No. 3

Documentary Transfer Tax \$ 4.5

**176419**

#01600000533 (RCV-53)

- ☐ Computed on full value of property eyed  
☐ Computed on full value less liens and encumbrances remaining thereon at time of transfer  
Under penalty of perjury

# Deed

CATTLEMEN'S TITLE GUARANTEE COMPANY

By Johanna K. Kobl  
Signature of declarant or agent determining firm name

THIS INDENTURE, made this 12th day of April 19 2001 by and between CATTLEMEN'S TITLE GUARANTEE COMPANY (as Trustee), a Nevada Corporation, hereinafter referred to as Grantor, and

JAMES L. CHARTEA Married Man, As Sole and Separate Property

hereinafter referred to as Grantee(s)

whose address is P. Box 726  
Overdale, CA 95425

## WITNESSETH

For valuable consideration received, Grantor does by these presents grant, bargain and sell unto said Grantee(s) and to his heirs and assigns forever, all that certain real property situate in the County of Eureka, State of Nevada that is described as follows:

LOT 1, BLOCK 3, CRESCENT VALLEY RANCH & FARMS UNIT NO. 3, as recorded

SUBJECT to taxes for the present fiscal year and subsequently, covenants, conditions, restrictions, exceptions and reservations, easements, encumbrances, leases or licenses, rights and rights of way of record, if any.

TOGETHER WITH the tenements, hereditaments and appurtenances thereunto belonging, appertaining and the reversion and reversions, remainder and remainder, rents, issues and profits thereof.

TO HAVE AND TO HOLD said premises, together with the appurtenances, unto said Grantee(s), and to his heirs and assigns forever.

IN WITNESS WHEREOF, Grantor has caused this conveyance to be executed the day and year first above written.

CATTLEMEN'S TITLE GUARANTEE COMPANY,  
as Trustee

STATE OF Arizona )  
COUNTY OF Maricopa ) SS

BY: Chera L. Focazio  
Title: Chera L. Focazio, Vice President

On April 12, 2001,  
personally appeared before me Notary Public,  
Chera L. Focazio, Vice President  
who acknowledged that \_\_\_\_\_ executed the  
above instrument.

NOTARY PUBLIC



FORM NJT-L

BOOK 341 PAGE 65  
OFFICIAL RECORDS  
RECORDED AT THE REQUEST OF  
Cattlemen's Title  
01 APR 16 AM 9:34

EUREKA COUNTY NEVADA  
M.N. REBALEATI, RECORDER  
FILE NO. FEES 7.00

**176419**

BOOK 341 PAGE 065

State of Nevada  
Declaration of Value

1. Assessor Parcel Number(s)  
a) 3-012-04  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_
2. Type of Property:  
a) ☒ Vacant Land                      b) Single Fam. Res.  
c) ☐ Condo/Twnhse                      d) 2-4 Plex  
e) ☐ Apt. Bldg.                      f) Comm'l/Ind'l  
g) ☐ Agricultural                      h) Mobile Home  
i) ☐ Other \_\_\_\_\_

FOR RECORDERS OPTIONAL USE ONLY	
Document/Instrument #:	<u>176419</u>
Book:	<u>341</u> Page: <u>65</u>
Date of Recording:	<u>4-16-01</u>
Notes:	_____

3. Total Value/Sales Price of Property: \$ 3,450.00  
Deduct Assumed Liens and/or encumbrances: ( \_\_\_\_\_ )  
(Provide recording information: Doc/Instrument #: \_\_\_\_\_ Book: \_\_\_\_\_ Page: \_\_\_\_\_ )  
Transfer Tax Value per NRS 375.030, Section 2: \$ 3,450.00  
Real Property Transfer Tax Due: \$ 4.55
4. If Exemption Claimed:  
a. Transfer Tax Exemption, NRS 375.090, Section: \_\_\_\_\_  
b. Explain Reason for Exemption: \_\_\_\_\_  
\_\_\_\_\_
5. Partial Interest: Percentage being transferred: \_\_\_\_\_ %

The undersigned Seller (Grantor)/Buyer (Grantee), declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax, may result in a penalty of 10% of the tax due plus interest at 1 1/2% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

SELLER (GRANTOR) INFORMATION

BUYER (GRANTEE) INFORMATION

Seller Signature: [Signature]  
Print Name: Cattlemen's Tit Guarantee Co., Trustee  
Address: 1930 S. Dobson Rd., #2  
City: Mesa  
State: AZ Zip: 85202  
Telephone: (480) 777-7691  
Capacity: Trustee

Buyer Signature: \_\_\_\_\_  
Print Name: James L. Charter  
Address: P.O. Box 726  
City: Cloverdale  
State: California Zip: 95425  
Telephone: ( ) \_\_\_\_\_  
Capacity: \_\_\_\_\_

COMPANY REQUESTING RECORDING

Co. Name: Cattlemen's Tit Guarantee Co., Trustee Esc. #: 01600000533 (RCV-53)

(A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)