

ALTA Commitment for Title Insurance



Issued By Old Republic National Title Insurance Company

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 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 Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.

Issued through the Office of
Baines Title Company, Inc.
PO Box 626
Okanogan, WA 98840

Authorized Signatory-Stacey LaDoux

ORT Form 4690-WA 08-01-16, TC 04-02-18
ALTA Commitment for Title Insurance

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By  President

Attest  Secretary

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) “Knowledge” or “Known”: Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
 - (b) “Land”: The land described in Schedule A and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - (c) “Mortgage”: A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
 - (d) “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.
 - (e) “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) “Proposed Policy Amount”: Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) “Public Records”: Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) “Title”: The estate or interest described in 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;
 - (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 shall not be liable for any other amendment to this Commitment.

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:
 - (i) 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 shall not be 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 will only have liability 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 shall not exceed the lesser of the Proposed Insured’s actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be 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) In any event, the Company’s liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (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 and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, 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.

7. IF THIS COMMITMENT HAS BEEN 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 the purpose of providing closing or settlement services.

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.

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SCHEDULE A

71440-23-SL

Transaction Identification Data for Reference Only:

Issuing Agent: Baines Title Company, Inc.

Issuing Office's ALTA® Registry ID: 3028

Loan ID Number:

Property Address:

1. Commitment Date: **February 21, 2023 at 8:00AM**

2. Policy (or Policies) to be issued:

a. Owner's Policy 2006 ALTA Standard

Amount	\$	To Be Determined
Premium	\$	To Be Determined
Tax	\$	8.5%

Proposed Insured:

TO BE DETERMINED

b. Loan Policy 2006 ALTA Standard/Extended

Amount	\$	To Be Determined
Premium	\$	To Be Determined
Tax	\$	8.5%

Proposed Insured:

To Be Determined

3. The estate or interest in the Land that is described by this Commitment is Fee Simple.

4. The Title is, at the Commitment Date, vested in:

John Thomason, presumptively subject to the community interest of his spouse, if married and Allan Thomason, presumptively subject to the community interest of his spouse, if married

5. The land referred to in the Commitment is described as follows:

SEE ATTACHED EXHIBIT A

Baines Title Company, Inc.

Authorized Signatory-

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Schedule A

ALTA Commitment for Title Insurance

EXHIBIT A

All of that portion of Government Lot 3, Section 12, Township 35 North, Range 30 East, W.M., lying Northerly of the Aeneas Valley County Road.

EXCEPT the following portions thereof:

All that portion, less County Road, of Government Lot 3, said Township and Range lying East of a North-South line described as follows:

Beginning at the Northwest corner of Indian Allotment #202;

Thence 1285.02 feet on a bearing of North 69° 11' West to the Northwest corner of said Section 12;

Thence run easterly on a bearing of South 89° 39' East along the North line of said Section 12 a distance of 1053 feet to the True Point of Beginning and the northernmost point of the North-South line described;

Thence run due South to a point on the South line of Government Lot 3 which is the southernmost point of the North-South line described.

AND EXCEPT that portion of Government Lot 3, said Township and Range described as follows:

Beginning at the Northwest corner of Indian Allotment #202 situated in Section 12, said Township and Range;

Thence 1285.02 feet on a bearing of North 69° 11' West to the Northwest corner of Section 12 and the True Point of Beginning;

Thence run easterly on a bearing of South 89° 39' East along the North line of Section 12 a distance of 464.64 feet, more or less, to the center of the West Fork of the San Poil River;

Thence southerly on a bearing of South 00° 01' East along said centerline to a point which is 396.90 feet southerly of the North line of Section 12;

Thence North 89° 39' West, parallel with the North line of Section 12, a distance of 464.64 feet, more or less, to a point on the West line of Section 12 lying 396.90 feet southerly of the North line of said Section 12;

Thence northerly along the West line of Section 12 a distance of 396.90 feet, more or less, on a bearing of North 00° 01' West to the Northwest corner of Section 12 and the True Point of Beginning.

Situate in the County of Okanogan, State of Washington.

SCHEDULE B – I
ALTA COMMITMENT
REQUIREMENTS

All of the following requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees and charges for the policy to the Company.
4. Documents satisfactory to the Company that convey the Title or Create the Mortgage to be insured, or both, must be properly authorized, executed, delivered and recorded in the Public Records.
5. Before E-recording any document, please forward to our Recording Desk for review at recordingdesk@bainestitle.com.
6. For original documents sent to us for recording, our office goes to the Okanogan County Courthouse twice daily at 10:30 and 2:30. Please release documents for recording by 9:30 or 1:30 on the day you would like them recorded.

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Schedule B-1
ALTA Commitment for Title Insurance

SCHEDULE B – II

ALTA COMMITMENT

Title Number:
71440-23-SL

EXCEPTIONS

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

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

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. General taxes, not including interest, penalties or statutory foreclosure costs for any delinquent accounts, in the following original amounts: (First half due on or before April 30. Last half due on or before Oct 31 of the current year.)

Parcel Number	Year	Tax Assessed	First Half Amount Due	Second Half Amount Due
3530120014	2023	\$ 938.34	\$ 469.17	\$ 469.17

NOTE: If tax or irrigation amounts need to be verified for updates or if interest on delinquent taxes needs to be calculated, please contact the Okanogan County Treasurer's Office at 509-422-7180, or at <http://okanoganwa.taxsifter.com>.

3. Terms and Conditions of a reservation as more fully disclosed by document recorded under Auditor's file number 335033 (Book 101, page 505).
4. Right of way easement in favor of the Public Utility District No. 1 of Okanogan County the right to construct, reconstruct excavate and maintain an electrical overhead and/or underground distribution system consisting of wires, transformer vaults, poles and associated fixtures to be located over, along, under and across the described property, as more fully set forth in instrument recorded under Auditor's File No. 438227 (Vol 151, page 178).
5. Rights of the State of Washington in and to that portion of said premises, if any, lying in the bed or former bed of the San Poil River, if it is navigable.
6. Any prohibition or limitation on the use, occupancy, or improvements of the land resulting from the rights of the public or riparian owners to use any waters which may now cover the land or to use any portion of the land which is now or may formerly have been covered by water.
7. The right of use, control or regulation by the United States of America in exercise of power over navigation.
8. Any question of location, boundary or area related to the San Poil River, including, but not limited to, any past or future changes in it.

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Schedule BII
ALTA Commitment for Title Insurance

Title Number: **71440-23-SL**

9. Rights of the public to use that portion of said premises lying within the bounds of Okanogan County Road No. 9455 more commonly known as Aeneas Valley Road.
10. Right, title and interest of the spouse of Allan Thomason and John Thomason if married on December 17, 2010 date of acquiring interest in said premises.
11. This Commitment is not valid for any amount until the amount to be insured is provided to, and approved by the company. (Pertains to Owners/Mortgage policy to be issued).
12. Matters that may be disclosed by an examination of the records against the name(s) of the proposed insured.
13. Lien of any real estate excise sales tax due Okanogan County.
14. END OF EXCEPTIONS

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Schedule BII
ALTA Commitment for Title Insurance

NOTES

- a) We have been informed that the address for said premises is:
1217 Aeneas Valley Rd, Tonasket, WA 98855

- b) 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.

- c) The following may be used as an abbreviated legal description on the documents to be recorded to comply with the requirements of RCW 65.04. Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document:

TAX 14 PT LOT 3 (NW NW) 12-35-30

- d) RESPA split disclosure for 2010 HUD – 89% agent/11% underwriter

- e) If a new Deed of Trust is to be recorded and if Baines Title Company, Inc. is to be appointed Trustee our information is as follows:
Baines Title Company, Inc.
PO Box 626
Okanogan, WA 98840

- f) No Conveyances, describing all or a part of the subject land, have recorded within the last 24 months.

- g) As of the date hereof, there are no matters against To Come which would appear as exceptions in the policy to issue, except as shown herein.

- h) A fee may be charged upon the cancellation of this commitment.

- i) For information purposes only:
Loan Amount: \$To Come
Full Lender's Premium No Discounts: \$To Come
Sales Tax: \$8.5%

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Baines Title Company Inc.

Privacy Policy Notice

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **Baines Title Company Inc.**

We may collect nonpublic personal information about you from the following sources:

Information we receive from you such as on applications or other forms.

Information about your transactions we secure from our files, or from [our affiliates or] others.

Information we receive from a consumer reporting agency.

Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.

Non-financial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

**AMERICAN LAND TITLE ASSOCIATION
LOAN POLICY OF TITLE INSURANCE – 2006**

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

**AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY OF TITLE INSURANCE – 2006**

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - e. resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is:
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in Public Records that vests Title as shown in Schedule A.