



AmeriTitle, LLC
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February 22, 2024
File Number: 581157AM
Report No.: **2**
Title Officer: Ashley Valdez
Escrow Officer: Stephanie Moore

PRELIMINARY TITLE REPORT

Property Address: 5831 Woodside Drive SE, Salem, OR 97306

Policy or Policies to be issued:

ALTA LENDER'S RESIDENTIAL () EXTENDED () STANDARD

Liability

TBD

Premium

TBD

Proposed Insured:

Endorsements:

Local Government Lien Search

\$50.00

We are prepared to issue ALTA (06/17/06) title insurance policy(ies) of First American Title Insurance Company, in the usual form insuring the title to the land described as follows:

Legal description attached hereto and made a part hereof marked Exhibit "A"

and dated as of 15th day of February, 2024 at 7:30 a.m., title is vested in:

Stephen P. Parker, Trustee of the Stephen P. Parker Revocable Living Trust dated July 9, 2022, as to an undivided one-half (1/2) interest as tenant in common and to Cynthia A. Parker, Trustee of the Cynthia A. Parker Revocable Living Trust dated July 9, 2002, as to an undivided one-half (1/2) interest as tenant in common

The estate or interest in the land described or referred to in this Preliminary Title Report and covered herein is:

FEE SIMPLE

Except for the items properly cleared through closing, Schedule B of the proposed policy or policies will not insure against loss or damage which may arise by reason of the following:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject Land onto adjoining Land or of existing improvements located on adjoining Land onto the subject Land) encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental, or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

EXCEPTIONS 1 THROUGH 5 ABOVE APPLY TO STANDARD COVERAGE POLICIES AND MAY BE MODIFIED OR ELIMINATED ON AN EXTENDED COVERAGE POLICY.

SPECIAL EXCEPTIONS:

6. [Taxes](#) assessed under Code No. 24010 Account No. 575540 [Map](#) No. 083W14CC00300
The 2023-2024 Taxes: \$5,033.34
Balance Due: \$1,726.05, plus interest, unpaid.
7. [Taxes](#) assessed under Code No. 24010 Account No. 336372 Map No. 083W14CC00302
The 2023-2024 Taxes: \$1,684.21
Balance Due: \$577.56, plus interest, unpaid.
8. City liens, if any, of the City of Salem.
9. The property lies within and is subject to the levies and assessments of the Marion Soil and Water Conservation District.
10. Right, title and interest of the public in and to those portions of the Land lying within roads, streets or highways.
11. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:
Granted To: Portland General Electric Company, an Oregon corporation
Recorded: April 28, 1978
Instrument No.: [Reel: 121 Page: 1694](#)

12. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:

Granted To: City of Salem, a municipal corporation

Recorded: June 24, 1997

Instrument No.: [Reel: 1402 Page: 634](#)

13. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:

Amount: \$170,000.00

Trustor/Grantor: Stephen P Parker and Cynthia A Parker, husband and wife

Trustee: Fidelity National Title

Beneficiary: Mortgage Electronic Registration Systems, Inc. (MERS), solely as nominee for America's Wholesale Lender

Dated: June 7, 2005

Recorded: June 14, 2005

Instrument No.: [Reel: 2491 Page: 81](#)

14. The Company will require a currently dated Certification of Trust be completed and returned by the Trustee(s) of the Stephen P Parker Revocable Living Trust dated July 9, 2002.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

15. The Company will require a currently dated Certification of Trust be completed and returned by the Trustee(s) of the Cynthia A Parker Revocable Living Trust dated July 9, 2002.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

INFORMATIONAL NOTES:

NOTE: As of the date hereof, there are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties:

Stephen P Parker

Cynthia A Parker

Migar Corporation

NOTE: We find no activity in the past 24 months regarding transfer of title to subject property.

NOTE: The following is the last deed of record affecting said Land,

Document: Warranty Deed

Grantor: Stephen P. Parker and Cynthia A. Parker

Grantee: Stephen P. Parker, Trustee of the Stephen P. Parker Revocable Living Trust dated July 9, 2022, as to an undivided one-half (1/2) interest as tenant in common and to Cynthia A. Parker, Trustee of the Cynthia A. Parker Revocable Living Trust dated July 9, 2002, as to an undivided one-half (1/2) interest as tenant in common

Recorded: December 13, 2012

Instrument No.: Reel: 3453 Page: 447

NOTE: This Report No. 2 was updated to reflect the following changes:

1. Update prelim date
2. Update taxes

- NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.
- NOTE: Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the parties to the transaction must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- NOTE: Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Preliminary Title Report shall automatically be considered null and void and of no force and effect.

THIS PRELIMINARY TITLE REPORT 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.

This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

End of Report

"Superior Service with Commitment and Respect for Customers and Employees"

EXHIBIT "A"
LEGAL DESCRIPTION

Beginning at the Southeast corner of Lot 1 Classico Subdivision as recorded in the Marion County Book of Town Plats in Volume 42, Page 91; thence South $89^{\circ}08'54''$ East, along the south line of said subdivision, a distance of 10.00 feet to a point on the westerly right of way line of Woodside Drive SE; thence South $00^{\circ}03'02''$ West, along said right of way line, a distance of 401.07 feet to a point; thence North $88^{\circ}53'58''$ West a distance of 179.21 feet to a point; thence North $00^{\circ}52'59''$ East a distance of 28.12 feet to a point; thence South $88^{\circ}17'11''$ West a distance of 10.00 feet to a point; thence North $00^{\circ}08'$ West a distance of 112.99 feet to a point; thence North $46^{\circ}49'41''$ East a distance of 19.63 feet to a point; thence North $06^{\circ}10'29''$ East a distance of 82.58 feet to a point; thence North $04^{\circ}22'13''$ East a distance of 164.05 feet to a point of said South line Classico Subdivision; thence South $89^{\circ}08'54''$ East along said South line a distance of 143.78 feet to the point of beginning.

The above described tract is located in the Southwest Quarter of Section 14, Township 8 South, Range 3 West, Willamette Meridian, in the City of Salem, Marion County, Oregon.

SAVE AND EXCEPT:

Beginning at a point which is 406.93 feet North $9^{\circ}08'45''$ East and 219.93 feet South $88^{\circ}23'03''$ West and 104.14 feet North $0^{\circ}01'42''$ East and 32.66 feet North $46^{\circ}16'29''$ East and 82.79 feet North $06^{\circ}18'38''$ East from the Southeast corner of Lot 10, Grabenhorst Fruit Farms No. 3, Marion County, Oregon; thence North $04^{\circ}34'04''$ East 163.70 feet to a point on the North line of said Lot 10; thence South $88^{\circ}57'59''$ East along the North line of said Lot 10, 173.30 feet to the Northeast corner thereof; thence South $0^{\circ}00'45''$ East 159.07 feet; thence South $88^{\circ}28'40''$ West 187.26 feet to the place of beginning.