

# **Preliminary Report**

Ticor Title - Oregon 315 Commercial St SE, Ste 150, Salem, OR 97301 Escrow Officer: Laura Thies Email: Laura.Thies@TicorTitle.com

Phone: 503-585-1881 File No.: 471822122183

Property Address: 2210-2230 NE Commercial Street, Salem, OR 97301

# **Introducing LiveLOOK**

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### PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Ticor Title Company of Oregon hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Chicago Title Insurance Company, a/an Florida corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

Peter Harris



315 Commercial St SE, Ste 150, Salem, OR 97301 (503)585-1881 FAX (503)370-7915

# PRELIMINARY REPORT

**ESCROW OFFICER:** Laura Thies

**ORDER NO.:** 471822122183

Laura.Thies@TicorTitle.com

503-585-1881

**TITLE OFFICER:** Janie Stone and Tina Turner

**TO:** Ticor Title Company of Oregon 315 Commercial St SE. Ste 150

Salem, OR 97301

ESCROW LICENSE NO.: 200406224

OWNER/SELLER: Annand Properties I-C, LLC
BUYER/BORROWER: Micronesian Islander Community

PROPERTY ADDRESS: 2210-2230 NE Commercial Street, Salem, OR 97301

## EFFECTIVE DATE: November 4, 2022, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

|                           | <b>AMOUNT</b>    | PREMIUM        |
|---------------------------|------------------|----------------|
| ALTA Owner's Policy 2006  | \$<br>500,000.00 | \$<br>1,350.00 |
| Owner's Standard          |                  |                |
| OTIRO Endorsement No. 110 |                  | \$<br>0.00     |
| ALTA Loan Policy 2006     | \$<br>400,000.00 | \$<br>100.00   |
| Lender's Standard         |                  |                |
| Government Lien Search    |                  | \$<br>100.00   |

THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Annand Properties I-C, LLC, an Oregon limited liability company

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY OF SALEM, COUNTY OF MARION, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

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

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# **EXHIBIT "A"**

**Legal Description** 

### PARCEL 1:

The Southerly 36.6 feet of Lot 6 and the Northerly 5.0 feet of Lot 5, Block 8, COMPTON'S ADDITION NO. 1 to Salem, Marion County, Oregon.

### PARCEL 2:

Lot 8, Block 13, RIVER VIEW PARK ADDITION to Salem, Marion County, Oregon.

### PARCEL 3:

The Northerly 13.4 feet of Lot 6 and all of Lots 7 and 8, Block 8, COMPTON'S ADDITION NO. 1 to Salem, Marion County, Oregon.

### PARCEL 4:

Lot 5, Block 8, COMPTON'S ADDITION NO. 1 to Salem, Marion County, Oregon.

EXCEPT the Northerly 5 feet of said Lot.

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# AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS **FOLLOWS:**

#### **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. Any 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, which are 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.
- Any encroachment (of existing improvements located on the Land onto adjoining land or of existing 4. 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.

#### SPECIFIC ITEMS AND EXCEPTIONS:

6. Unpaid Property Taxes are as follows:

> Fiscal Year: 2022-2023

Amount: \$795.85, plus interest, if any

Levy Code: 24010 Account No.: 570228

073W15DA03200 Map No.:

(Affects Parcel 1)

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

7. Unpaid Property Taxes are as follows:

> Fiscal Year 2022-2023

Amount: \$923.84, plus interest, if any

Levy Code: 24010 Account No.: 587737

Map No.: 073W15DA03400

(Affects Parcel 2)

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

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8. Unpaid Property Taxes are as follows:

> Fiscal Year: 2022-2023

Amount: \$1,591.46, plus interest, if any

Levy Code: 24010 Account No.: 570229

Map No.: 073W15DA03300

(Affects Parcel 3)

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

9. Unpaid Property Taxes are as follows:

> Fiscal Year: 2022-2023

Amount: \$1,016.31, plus interest, if any

Levy Code: 24010 Account No.: 570227

Map No.: 073W15DA03100

(Affects Parcel 4)

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

- 10. City Liens, if any, in favor of the City of Salem. None found as of November 4, 2022.
- 11. Existing leases and tenancies, if any, and any interests that may appear upon examination of such leases.
- 12. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance from the entity named below.

Limited Liability Company: Annand Properties I-C, LLC

- a. A copy of its operating agreement, if any, and any and all amendments, supplements and/or modifications thereto, certified by the appropriate manager or member.
- b. If a domestic Limited Liability Company, a copy of its Articles of Organization and all amendment thereto with the appropriate filing stamps.
- c. If the Limited Liability Company is member-managed a full and complete current list of members certified by the appropriate manager or member.
- d. A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created
- e. If less than all members, or managers, as appropriate, will be executing the closing documents, furnish evidence of the authority of those signing.

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

13. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

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#### ADDITIONAL REQUIREMENTS/NOTES:

- A. Note: No utility search has been made or will be made for water, sewer or storm drainage charges unless the City/Service District claims them as liens (i.e. foreclosable) and reflects them on its lien docket as of the date of closing. Buyers should check with the appropriate city bureau or water service district and obtain a billing cutoff. Such charges must be adjusted outside of escrow.
- В. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- C. The Company will require the following documents for review prior to the issuance of any title insurance predicated upon a conveyance or encumbrance by the corporation named below:

Name of Corporation: Micronesian Islander Community

- a) A Copy of the corporation By-laws and Articles of Incorporation
- b) An original or certified copy of a resolution authorizing the transaction contemplated herein
- c) If the Articles and/or By-laws require approval by a 'parent' organization, a copy of the Articles and By-laws of the parent
- d) A current dated certificate of good standing from the proper governmental authority of the state in which the entity was created

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

Note: There are no matters against the party(ies) shown below which would appear as exceptions to D. coverage in a title insurance product:

Parties: Micronesian Islander Community, an Oregon non-profit corporation

- E. Note: Effective January 1, 2008, Oregon law (ORS 314.258) mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please contact your Escrow Closer for further information.
- F. Recording Charge (Per Document) is the following:

County First Page Each Additional Page Marion \$86.00 \$5.00 Benton \$108.00 \$5.00 Polk \$91.00 \$5.00 \$105.00 \$5.00 Linn

Note: When possible the company will record electronically. An additional charge of \$5.00 applies to each document which is recorded electronically.

Note: Please send any documents for recording to the following address:

Portland Title Group Attn: Recorder 1433 SW 6th Ave. Portland, OR. 97201

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G. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, processing, manufacture, sale, dispensing or use of marijuana and psilocybin, the Company is not able to close or insure any transaction involving Land associated with these activities.

- H. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final ALTA Policy unless removed prior to issuance.
- THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING I. AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT SEEN, PLEASE CONTACT THE ESCROW AGENT.
- Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to J. adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

NOTE: IMPORTANT INFORMATION REGARDING PROPERTY TAX PAYMENTS K.

July 1st through June 30th

July 1st Taxes become a lien on real property, but are not yet payable: October 15th Taxes become certified and payable (approximately on this date): November 15th First one third payment of taxes is due: February 15th Second one third payment of taxes is due: May 15th Final payment of taxes is due:

Discounts: If two thirds are paid by November 15<sup>th</sup>, a 2% discount will apply.

If the full amount of the taxes are paid by November 15<sup>th</sup>, a 3% discount

will apply.

Interest accrues as of the 15<sup>th</sup> of each month based on any amount that is Interest:

unpaid by the due date. No interest is charged if the minimum amount is

paid according to the above mentioned payment schedule.

Note: If an Owner's Title Insurance Policy is requested, the State of Oregon requires every ALTA Owner's L. Policy (07-01-2021) to include the OTIRO 110 Endorsement as a supplement to the definition of Insured in said Owner's Policy's Conditions to confirm coverage is the same for an Oregon Registered Domestic Partner as it is for a Spouse.

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#### **EXHIBIT ONE**

#### 2021 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (07-01-2021) **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) that restricts, regulates, prohibits, or relates to:
  - the occupancy, use, or enjoyment of the Land;
  - the character, dimensions, or location of any improvement on the Land;
  - iii. the subdivision of land; or
  - iv. environmental remediation or protection.
  - b. any governmental forfeiture, police, regulatory, or national security power.
  - the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or C. 1.b.
- 2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
- 3. Any defect, lien, encumbrance, adverse claim, or other matter:

  - a. created, suffered, assumed, or agreed to by the Insured Claimant;
     b. not Known to the Company, not recorded in the Public Records at the 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;
  - resulting in no loss or damage to the Insured Claimant;
  - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. 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 consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
- 4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
- Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or Consumer Protection Law.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
  - a. fraudulent conveyance or fraudulent transfer;
  - voidable transfer under the Uniform Voidable Transactions Act; or
  - preferential transfer:
    - to the extend the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
  - for any reason not stated in the Covered Risk 13.b
- 7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
- Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
- Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

#### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 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.
- 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 ossession thereof.
- 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, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

#### 2021 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (07-01-2021) **EXCLUSIONS FROM COVERAGE**

The following matters are 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) that restricts, regulates, prohibits, or relates to
  - the occupancy, use, or enjoyment of the Land;
  - the character, dimensions or location of any improvement on the Land;
  - iii. the subdivision of land: or
  - iv. environmental remediation or protection;
  - b. any governmental forfeiture, police, regulatory, or national security power
  - C. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or
  - Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
- 2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
- Any defect, lien, encumbrance, adverse claim, or other matter:
  - a. created, suffered, assumed or agreed to by the Insured Claimant;
  - not known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
- 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
  - a. fraudulent conveyance or fraudulent transfer, or
  - voidable transfer under the Uniform Voidable Transactions Act; or
  - preferential transfer:
    - to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value: or
  - ii. for any other reason not stated in Covered Risk 9.b.
- 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
- Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or
- of any improvement to the Land.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 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
- 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, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

#### **EXHIBIT ONE**

#### 2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) **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 or governmental regulation (including but not limited to hilding 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 the 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.
- 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 the 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).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

#### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 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.
- 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, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

#### 2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06) **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 or governmental regulation (including but not limited 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 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 the Covered Risk 9 of this
- 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 deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

#### SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 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.
- 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, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

### **WIRE FRAUD ALERT**

This Notice is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- NEVER RELY on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- ALWAYS VERIFY wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. Obtain the number of relevant parties to the transaction as soon as an escrow account is opened. DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation: http://www.fbi.gov

Internet Crime Complaint Center: http://www.ic3.gov

# FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

## **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

<u>Cookies</u>. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

<u>Web Beacons</u>. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

<u>Do Not Track</u>. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

<u>Links to Other Sites</u>. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

#### **Use of Personal Information**

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

### When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to
  protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

#### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

#### **Choices With Your Information**

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

<u>For California Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<a href="https://fnf.com/pages/californiaprivacy.aspx">https://fnf.com/pages/californiaprivacy.aspx</a>) or call (888) 413-1748.

<u>For Nevada Residents</u>: You may be placed on our internal Do Not Call List by calling (888)714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

<u>For Oregon Residents</u>: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

<u>For Vermont Residents</u>: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

#### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do <u>not</u> collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

#### **International Users**

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

#### **FNF Website Services for Mortgage Loans**

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

# Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

#### Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's Opt Out Page or contact us by phone at (888) 714-2710 or by mail to:

Fidelity National Financial, Inc. 601 Riverside Avenue, Jacksonville, Florida 32204 Attn: Chief Privacy Officer



This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

Send Tax Statements To: John D. Annand, II 8260 S.W. Hunziker, Ste. 150 Tigard, Oregon 97223 Reel Page
2716 424
After recording return to
Calvin N Souther, Jr., Esq
350 SW Sequoia Pkwy Ste 220
Portland, OR 97224

# **BARGAIN AND SALE DEED**

BRIAN ANNAND, Grantor, conveys to ANNAND PROPERTIES I-C, LLC, Grantee, An undivided Ten Per Cent (10%) Interest as Tenant in Common, in and to the real property, together with all improvements thereon, described in Exhibit A, attached hereto and by this reference incorporated herein.

THIS INSTRUMENT WILLNOT ALLOW THE USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSIUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true consideration for this conveyance is other than money or money's worth.

DATED this 29 th day of December, 2005

**GRANTOR:** 

Brian Annand

STATE OF OREGON
Multhomah

County of Washington

Subscribed and sworn to before me, a Notary Public for the State of Oregon on this 29\_day of \_\_\_\_\_\_\_, 2005.

OFFICIAL SEAL DONA J WILEY
NOTARY PUBLIC-OREGON COMMISSION NO. 371231
MY COMMISSION EXPIRES SEP. 21, 2007

Notary Public

My Commission expires: 9-2

STATE OF OREGON ) ss. County of Multnomah

Subscribe, sworn to and acknowledged, before me a notary public for the State of Oregon, by Brian K. Annand on December 28, 2005.

OFFICIAL SEAL DONA J WILEY

NOTARY PUBLIC-OREGON COMMISSION NO. 371231

MY COMMISSION EXPIRES SEP. 21, 2007

My Commission Expires: 9(-21-2007)

#### EXHIBIT A

Real property in the County of Marion, State of Oregon, described as follows:

#### Parcel I:

The southerly 36.6 feet of Lot Six (6) and the northerly 5.0 feet of Lot Five (5), Block Eight (8), COMPTON'S ADDITION NO. 1, to Salem, Marion County, Oregon.

#### Parcel II:

Lot Eight (8), Block Thirteen (13), RIVERVIEW PARK ADDITION, Salem, Marion County, Oregon.

#### Parcel III:

The northerly 13.4 feet of Lot 6 and all of Lots 7 and 8 in Block 8, COMPTON'S FIRST ADDITION to the City of Salem, Marion County, Oregon.

# Parcel IV:

Lot Five (5), Block Eight (8), COMPTON'S ADDITION NO. 1, Salem, Marion County, Oregon. Except the northerly 5 feet of said Lot, (see Book 2, Page 9, record of Town Plats for said County and state).

Tax Parcel Number: R70228 and R87737 and R70229 and R70227

# **REEL:2716**

October 09, 2006, 02:03 pm.

**PAGE: 424** 

CONTROL #: 179203

State of Oregon County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: \$ 36.00

BILL BURGESS COUNTY CLERK

THIS IS NOT AN INVOICE.

Send Tax Statements To: John D. Annand, II 8260 S.W. Hunziker, Ste. 150 Tigard, Oregon 97223

Page Reel 2716 425 After recording return to Calvin N Souther, Jr., Esq. 15350 SW Sequoia Pkwy Ste 220 Portland, OR 97224

#### BARGAIN AND SALE DEED

LESLIE ANNAND, Grantor, conveys to ANNAND PROPERTIES I-C, LLC, Grantee, An undivided Ten Per Cent (10%) Interest as Tenant in Common, in and to the real property, together with all improvements thereon, described in Exhibit A, attached hereto and by this reference incorporated herein.

THIS INSTRUMENT WILLNOT ALLOW THE USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSIUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true consideration for this conveyance is other than money or money's worth.

DATED this 28 day of December, 2005

**GRANTOR:** Leslie Amand STATE OF OREGON ) ss. County of Washington

Subscribed and sworn to before me, a Notary Public for the State of Oregon on this 28 day of December, 2005.

OFFICIAL SEAL **CAROL F FLOTEN** NOTARY PUBLIC-OREGON COMMISSION NO. 378072 MY COMMISSION EXPIRES MAR. 4, 2008

Notary Public
My Commission expires: 3/4/200 8

| STATE OF OREGON      | )    |
|----------------------|------|
|                      | ) ss |
| County of Washington | )    |

Before me, a notary public for the State of Oregon, personally appeared Leslie Annand, who acknowledged the foregoing to be her voluntary act and deed, this \_\_\_\_\_\_ day of December, 2005.

OFFICIAL SEAL CAROL F FLOTEN NOTARY PUBLIC-DEEGON COMMISSION NO. 378072 MY COMMISSION EXPIRES MAR. 4, 2038

Notary Public
My Commission Expires: 3/4/08

### **EXHIBIT A**

Real property in the County of Marion, State of Oregon, described as follows:

#### Parcel I:

The southerly 36.6 feet of Lot Six (6) and the northerly 5.0 feet of Lot Five (5), Block Eight (8), COMPTON'S ADDITION NO. 1, to Salem, Marion County, Oregon.

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Lot Eight (8), Block Thirteen (13), RIVERVIEW PARK ADDITION, Salem, Marion County, Oregon.

## Parcel III:

The northerly 13.4 feet of Lot 6 and all of Lots 7 and 8 in Block 8, COMPTON'S FIRST ADDITION to the City of Salem, Marion County, Oregon.

#### Parcel IV:

Lot Five (5), Block Eight (8), COMPTON'S ADDITION NO. 1, Salem, Marion County, Oregon. Except the northerly 5 feet of said Lot, (see Book 2, Page 9, record of Town Plats for said County and state).

Tax Parcel Number: R70228 and R87737 and R70229 and R70227

# **REEL:2716**

**PAGE: 425** 

October 09, 2006, 02:03 pm.

CONTROL #: 179203

State of Oregon County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: \$ 36.00

BILL BURGESS COUNTY CLERK

THIS IS NOT AN INVOICE.

Send Tax Statements To: John D. Annand, II 8260 S.W. Hunziker, Ste. 150 Tigard, Oregon 97223 Reel Page 2716 426 After recording return to
Calvin N Souther, Jr., Esq
15350 SW Sequoia Pkwy Ste 220
Portland, OR 97224

## BARGAIN AND SALE DEED

JOHN D ANNAND, II and EDNA ANNAND, Grantors, convey to ANNAND PROPERTIES I-C, LLC, Grantee, An undivided Eighty Per Cent (80%) Interest as Tenant in Common, in and to the real property, together with all improvements thereon, described in Exhibit A, attached hereto and by this reference incorporated herein.

THIS INSTRUMENT WILLNOT ALLOW THE USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSIUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true consideration for this conveyance is other than money or money's worth.

GRANTORS:

John D. Annand, II

Edna Annand

STATE OF OREGON ) ss.
County of Washington )

DATED this 28 day of December

Subscribed and sworn to before me, a Notary Public for the State of Oregon on this <u>28</u> day of <u>December</u>, 2005.

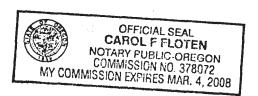
OFFICIAL SEAL
CAPOL F FLOTEN
NOTARY PUBLIC-OREGON
COMMISSION NO. 378072
MY COMMISSION EXPIRES MAR. 4, 2008

Notary Public

My Commission expires: 4/4/2

| STATE OF OREGON      | )    |
|----------------------|------|
|                      | ) ss |
| County of Washington | )    |

Before me, personally appeared Edna Annand and John D. Annand, II, who acknowledged the foregoing to be their voluntary act and deed on December 28, 2005.



Notary Public

My Commission Expires: 3/4/0 8

### **EXHIBIT A**

Real property in the County of Marion, State of Oregon, described as follows:

#### Parcel I:

The southerly 36.6 feet of Lot Six (6) and the northerly 5.0 feet of Lot Five (5), Block Eight (8), COMPTON'S ADDITION NO. 1, to Salem, Marion County, Oregon.

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#### Parcel III:

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# Parcel IV:

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Tax Parcel Number: R70228 and R87737 and R70229 and R70227

# **REEL:2716**

716 PAGE: 426

October 09, 2006, 02:03 pm.

CONTROL #: 179203

State of Oregon County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: \$ 36.00

BILL BURGESS COUNTY CLERK

THIS IS NOT AN INVOICE.



After recording return to: Annand Living Trust 8260 SW Hunziker St Ste 150 Tigard, OR 97223

Until a change is requested all tax statements shall be sent to the following address:
Annand Living Trust
8260 SW Hunziker St Ste 150
Tigard, OR 97223

File No.: 7082-683802 (CLH) Date: September 29, 2005

| THIS SPACE RESERVED FOR RECORDER'S USE |  |  |  |  |  |  |
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#### STATUTORY WARRANTY DEED

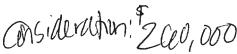
Donald H. Adler, Grantor, conveys and warrants to John D. Annand II and Edna N. Annand, Trustees, or their successors in the trust under the Annand Living Trust, dated November 1, 2002 (80%); Brian K. Annand (10%); Leslie S. Annand (10%), Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

### This property is free from liens and encumbrances, EXCEPT:

- 1. The **2005-2006** Taxes, a lien not yet payable.
- 2. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.



APN: **R70228** 

Statutory Warranty Deed - continued

File No.: 7082-683802 (CLH)

Date: 09/29/2005

The true consideration for this conveyance is \$260,000.00, Paid to an accommodator pursuant to an IRC 1031 Exchange; Is paid by a Qualified Intermediary as part of a IRC 1031 deferred exchange." (Here comply with requirements of ORS 93.030)

| Dated this _     | 30th day of | September          | , 2005                     | _•        |                |
|------------------|-------------|--------------------|----------------------------|-----------|----------------|
| Ome              |             | allen              |                            |           |                |
| Donald H         | Adler       |                    |                            |           |                |
| STATE OF         | Oregon      | ١                  |                            |           |                |
| 317112 01        | Oregon.     | )ss.               |                            |           |                |
| County of        | Marion      | )                  |                            |           |                |
|                  |             | owledged before me | on this <u>30</u> day of _ | September | , 20 <u>05</u> |
| by <b>Donald</b> | H Adler.    |                    | 0000                       | 211.1     |                |
|                  |             |                    | LUYIA                      | c ( ) klu |                |

Notary Public for Oregon

My commission expires:

06/14/2009



APN: R70228

File No.: 7082-683802 (CLH)

Date: 09/29/2005

#### **EXHIBIT A**

LEGAL DESCRIPTION:

Parcel I:

The Southerly 36.6 feet of Lot Six (6), and the Northerly 5.0 feet of Lot Five (5), Block Eight (8), COMPTON'S ADDITION NO. 1, to Salem, Marion County, Oregon.

Parcel II:

Lot Eight (8), Block Thirteen (13), RIVERVIEW PARK ADDITION, Salem, Marion County, Oregon.

Parcel III:

The Northerly 13.4 feet of Lot 6 and all of Lots 7 and 8 in Block 8, COMPTON'S FIRST ADDITION to the City of Salem, Marion County, Oregon.

Parcel IV:

Lot Five (5), Block Eight (8), COMPTON'S ADDITION NO. 1, Salem, Marion County, Oregon. Except the Northerly 5 feet of said Lot, (see Book 2, Page 9, Record of Town Plats for said County and State)

# **REEL:2546**

PAGE: 20

September 30, 2005, 04:21 pm.

CONTROL #: 151546

State of Oregon County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: \$ 36.00

BILL BURGESS COUNTY CLERK

THIS IS NOT AN INVOICE.