

## Preliminary Report

Fidelity National Title - Oregon  
1455 SW Broadway, Suite 1450, Portland, OR 97201

File No.: 60222403796

Property Address: 3641 D Street NE, Salem, OR 97301

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**Fidelity National Title**  
Company of Oregon

## **PRELIMINARY REPORT**

In response to the application for a policy of title insurance referenced herein Fidelity National 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 Fidelity National 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*

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Randy Leeper



# Fidelity National Title

Company of Oregon

1455 SW Broadway, Suite 1450, Portland, OR 97201  
(503)646-4444 FAX (503)469-4198

## PRELIMINARY REPORT

**TITLE OFFICER:** James Carter  
james.carterjr@titlegroup.fntg.com

**ORDER NO.:** 60222403796  
**CUSTOMER NO.:** 45142408155

**TO:** Fidelity National Title Company of Oregon  
Lori Medak  
900 SW Fifth Avenue  
Portland, OR 97204

**OWNER/SELLER:** Lancaster Gardens Apartments, LLC

**BUYER/BORROWER:** Peter Confehr

**PROPERTY ADDRESS:** 3641 D Street NE, Salem, OR 97301

**EFFECTIVE DATE:** August 28, 2024, 08:00 AM

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

	<u>AMOUNT</u>	<u>PREMIUM</u>
ALTA Owner's Policy 2021	\$ 17,000,000.00	\$ 24,350.00
<b>Owner's Standard</b>		
OTIRO Endorsement No. 110		\$ 0.00
ALTA Loan Policy 2021	\$ 1.00	\$ 150.00
<b>Extended Lender's</b>		
OTIRO 209.10-06 - Restrictions, Encroachments, Minerals - Current Violations (ALTA 9.10-06)		\$ 100.00
OTIRO 222-06 - Location (ALTA 22-06)		\$ 0.00
OTIRO 208.2-06 - Commercial Environmental Protection Lien (ALTA 8.2-06)		\$ 20.00
Government Lien Search		\$ 75.00

2. 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:

Lancaster Gardens Apartments, 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

**EXHIBIT "A"**  
Legal Description

**PARCEL I:**

Beginning at a point marking the Southwest corner of Lot 1, Block 1, Belvedere Gardens, located in the Southwest 1/4 of Section 19, Township 7 South, Range 2 West of the Willamette Meridian, Marion County, Oregon; running thence Southerly, along the Westerly boundary of Belvedere Gardens, a distance of 410.00 feet to the Southwest corner of Lot 1, Block 7, in the above mentioned Belvedere Gardens; thence South 89°14' East, along the South line said Block 7, a distance of 364.48 feet to the Westerly boundary of the 37th Place; thence South 04°45' East, along the Westerly boundary of 37th Place, a distance of 243.38 feet to the Northeast corner of that certain parcel of land conveyed to J.A. Jelderks, et ux, in Volume 657, Page 385, Deed Records for Marion County, Oregon; thence Westerly, along the last mentioned parcel, a distance of 197.98 feet to the Northwest corner of same; thence Southerly, along the Westerly boundary of the Jelderks parcel and continuation thereof, a distance of 280.0 feet to a point on the North boundary of that certain parcel of land conveyed to J.A. Jelderks, et ux, in Volume 443, Page 654, Deed Records for Marion County, Oregon; thence Westerly, along the North boundary of said Volume 443, Page 654 and continuation thereof, a distance of 257.0 feet to the Northwest corner of that certain parcel of land conveyed to Lawrence J. Lesmeister, et ux, in Volume 576, Page 158, Deed Records of Marion County, Oregon; thence Southerly, along the Westerly boundary of the said Lesmeister Parcel, a distance of 130.00 feet to the North Boundary of "D" Street; thence Westerly, along the North Boundary of "D" Street, a distance of 130.00 feet to the Easterly boundary of the Salem Bypass; thence Northerly, along the Easterly boundary of said Salem Bypass, a distance of 1152 feet, more or less, to the centerline of the vacated "F" Street; thence Easterly, along the center line of the vacated "F" Street, a distance of 83.00 feet, more or less, to a point that is 100.00 feet West from the Northwest corner of Lot 1, Block 1, Belvedere Gardens; thence Southerly, parallel with the Westerly boundary of Belvedere Gardens, a distance of 81.00 feet; thence Easterly a distance of 100.0 feet; thence South 7.15 feet to the point of beginning.

SAVE AND EXCEPT therefrom that portion conveyed to Marion County in Volume 645, Page 627, Deed Records for Marion County, Oregon.

ALSO SAVE AND EXCEPT: Beginning at a point on the East line of Lot 9, Garden City Addition to Salem which is 287.00 feet South of an iron pipe located on the centerline of the vacated "F" Street, and the East line of Lot 9, Garden City Addition, located in the Southwest quarter of Section 19, Township 7 South, Range 2 West of the Willamette Meridian, Marion County, Oregon; thence South 105.70 feet to the Northeast corner of Lot 10, Garden City Addition; thence continuing South, along the East line of Lot 10, a distance of 136.30 feet to a point; thence West, parallel with vacated "F" Street, 183 feet, more or less, to the Easterly boundary of the Salem Bypass; thence Northerly, along the Easterly boundary of said Salem Bypass, 242.00 feet to a point; thence East, parallel with the centerline of vacated "F" Street, 183 feet, more or less, to the point of beginning.

ALSO SAVE AND EXCEPT: Beginning at a point on the East line of Lot 10, Garden City Addition, City of Salem, Marion County, Oregon, said point being the Southwest corner of Belvedere Gardens; thence Easterly, along the South line of said Belvedere Gardens, to a point on the West line of Block 4, Neuman's Garden's Annex; thence Southerly, along the West line of said Block 4, to a point that is Northerly 25 feet of the North line of a tract of land conveyed to J.A. & A.M. Jelderks, Jr., as recorded in Volume 657, Page 385, Deed Records, Marion County, Oregon, if measured perpendicular thereto; thence Westerly, parallel to the North line of said Jelderks tract and continuing along the Westerly extension thereof, to a point on the East line of said Lot 10, Garden City Addition; thence Northerly, along the East line of said Lot 10, to the point of beginning.

ALSO SAVE AND EXCEPT: Beginning at a point which lies North 00°20' East 190.0 feet and South 89°23'40" East 50.0 feet from the Northeast corner of Lot 17 of Garden City Addition to the City of Salem, which Northeast corner lies South 00°20' West 35 feet from a point in the center of "D" Street, which point is the Southwest corner of a 10.06 acre tract of land conveyed to J.A. Jelderks and Katharine M. Jelderks by deed recorded in Volume 371, Page 225, Deed Records for Marion County, Oregon; thence North 00°20' East 70.0 feet; thence South 89°23'40" East 100.0 feet; thence South 00°20' West 70.0 feet; thence North 89°23'40" West 100.0 feet to the place of beginning.

**EXHIBIT "A"**  
Legal Description

ALSO SAVE AND EXCEPT: A parcel of land lying in Lot 10, Garden City Addition to the City of Salem, Marion County, Oregon, the said parcel being that portion of said Lot 10 lying Easterly and Northerly of that property described in that deed to The State of Oregon, by and through its State Highway Commission, Recorded November 27, 1951 in Book 434, Page 434, Deed Records for Marion County, Oregon; Westerly of that property described in that deed to William F. and Linda Woodall, recorded March 25, 1985 in Reel 382, Page 245, Deed Records for Marion County, Oregon; Southerly and Westerly of that property designated as Tract 2 and Described in that deed to Arlin E. Adamson, Recorded in Reel 115, Page 1502, Deed Records for Marion County, Oregon.

ALSO SAVE AND EXCEPT: Beginning at a point 100.00 feet West of an iron pipe located on the centerline of vacated "F" Street and the East line of Lot 9, Garden City Addition to Salem, located in the Southwest 1/4 of Section 19, Township 7 South, Range 2 West of the Willamette Meridian, Marion County, Oregon; thence South 81.00 feet to a point; thence East 100 feet to a point on the East line of Lot 9, Garden City Addition; thence South, along said East line, a distance of 206.00 feet to a point; thence West, parallel with vacated "F" Street, 183.00 feet, more or less, to the Easterly boundary of the Salem Bypass; thence Northerly, along the Easterly boundary of the Salem Bypass, 287.00 feet to the center of vacated "F" Street; thence East, along said center line, a distance of 83.00 feet, more or less, to the point of beginning.

ALSO SAVE AND EXCEPT that certain portion conveyed to the State of Oregon, by and through its Department of Transportation recorded May 9, 2005 in Reel 2475, Page 49, Deed Records for Marion County, Oregon.

PARCEL II: Beginning at a point on the center line of "D" Street and the South line of a 10.06 acre tract of land conveyed to J.A. Jelderks and Katharine M. Jelderks, his wife, by deed recorded on Page 225 of Volume 371, Deed Records for Marion County, Oregon, said point of beginning being 140.23 feet South 88°50' East from the Southwest corner of said J.A. Jelderks 10.06 acre tract; thence North 00°20' East, parallel with the West line of said tract, 155.00 feet; thence South 88°50' East, parallel with the center line of "D" Street and the South line of said tract, 70.115 feet; thence South 00°20' West, parallel with the West line of said tract, 155.00 feet to the South line of said tract and the center line of "D" Street; thence North 88°50' West, along the center line of "D" Street, 70.115 feet to the point of beginning, being a portion of Section 19, Township 7 South, Range 2 West of the Willamette Meridian, Marion County, Oregon.

SAVE AND EXCEPT that portion lying within "D" Street.

FURTHER SAVE AND EXCEPT THEREFROM that certain portion conveyed to Georgia B. Johnson by instrument recorded March 16, 1973 in Volume 747, Page 343, Deed Records for Marion County, Oregon.

FURTHER SAVE AND EXCEPT that portion conveyed to The State of Oregon, by and through its Department of Transportation, Highway Division, by instrument recorded January 15, 1992 in Reel 916, Page 172, Deed Records for Marion County, Oregon.

PARCEL III: Beginning at a point which lies North 00°20' East 190.0 feet and South 89°23'40" East 50.0 feet from the Northeast corner of Lot 17 of Garden City Addition to the City of Salem, which Northeast corner lies South 00°20' West 35 feet from a point in the center of "D" Street, which point is the Southwest corner of a 10.06 acre tract of land conveyed to J.A. Jelderks and Katharine M. Jelderks by deed recorded in Volume 371, Page 225, Deed Records for Marion County, Oregon; thence North 00°20' East 70.0 feet; thence South 89°23'40" East 100.0 feet; thence South 00°20' West 70.0 feet; thence North 89°23'40" West 100.00 feet to the place of beginning.

PARCEL IV: Commencing at an iron pipe at the Northwest corner of Neuman's Gardens Annex as said subdivision is recorded in the Marion County Book of Town Plats in Volume 15, Page 3; thence South 02°37'08" East, along the West line of said subdivision and the West right-of-way line of 37th Place N.E., a distance of

**EXHIBIT "A"**  
Legal Description

243.38 feet to the point of beginning; thence continuing South 02°37'08" East, along said right-of-way line, a distance of 219.60 feet to a point; thence North 87°12'21" West a distance of 215.52 feet to a point; thence North 01°57'39" East a distance of 218.64 feet to a point; thence South 87°12'21" East a distance of 197.98 feet to the point of beginning, the above described tract being located in the Southwest quarter of Section 19, Township 7 South, Range 2 West of the Willamette Meridian, in the City of Salem, Marion County, Oregon.

PARCEL V: Commencing at an iron pipe at the Northwest corner of Neuman's Gardens Annex as said subdivision is recorded in the Marion County Book of Town Plats in Volume 15, Page 3; thence South 02°37'08" East, along the West line of said subdivision and the West right-of-way line of 37th Place N.E., a distance of 243.38 feet to a point; thence North 87°12'21" West a distance of 197.98 feet to a point; thence South 01°57'39" West a distance of 278.64 feet to a point; thence North 87°09'38" West a distance of 32.72 feet to the point of beginning; thence South 01°59'20" West a distance of 126.12 feet to a point on the Northerly right-of-way line of "D" Street; thence North 85°36'57" West, along said right-of-way line, a distance of 80.35 feet to a point; thence North 01°49'38" East a distance of 14.22 feet to a point; thence North 82°44'50" West a distance of 255.59 feet to a point on the Easterly right-of-way line of Interstate Highway 5; thence North 02°01'52" East, along said right-of-way line, a distance of 124.12 feet to a point; thence South 87°06'38" East a distance of 115.20 feet to a point; thence South 02°21'40" West a distance of 33.84 feet to a point; thence South 87°03'48" East a distance of 69.78 feet to a point; thence South 87°09'38" East a distance of 150.03 feet to the point of beginning, the above described tract of land being located in the Southwest quarter of Section 19, Township 7 South, Range 2 West of the Willamette Meridian, in the City of Salem, Marion County, Oregon.

SAVE AND EXCEPT that portion conveyed to The State of Oregon, by and through its Department of Transportation, by deed recorded May 9, 2005 in Reel 2475, Page 49, Deed Records for Marion County, Oregon.

**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.
4. Any encroachment (of existing improvements located on the 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.

**SPECIFIC ITEMS AND EXCEPTIONS:**

6. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2024-2025.
7. City Liens, if any, in favor of the City of Salem. An inquiry has been directed to the City Clerk concerning the status of said liens and a report will follow if such liens are found.
8. The Land is within, and is subject to the statutory powers, including the power of assessment, of the East Salem Sewer and Drainage District. An inquiry has been directed to the district concerning the status of said assessments and a report will follow if any are found.
9. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads and/or highways.
10. Limited access as set forth in deed from John A. Jelderks, also known as J.A. Jelderks and Katharine M. Jelderks to the State of Oregon, by and through its State Highway Commission, recorded November 27, 1951, [Book 434, Page 434](#) which provides that no right of easement or right of access to, from or across the State Highway, other than expressly provided for, shall attach to the abutting property.

Affects: Parcel I



11. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: July 8, 1976  
Recording No: [Book 50, page 523](#)

Affects: Parcel II

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document.

Reserved by: Katharine M. Jelderks  
Purpose: Road  
Recorded: July 8, 1976, [Book 50, Page 523](#)  
Affects: Parcel II

13. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document.

Reserved by: Katharine M. Jelderks  
Purpose: Road  
Recorded: March 23, 1977, [Book 75, Page 355](#)  
Affects: Parcel 1

14. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: City of Salem  
Purpose: Sewer pipeline(s)  
Recorded: March 23, 1977, [Book 75, Page 359](#)  
Affects: Parcel I

15. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: City of Salem  
Purpose: Sewer pipeline(s)  
Recorded: April 11, 1977, [Book 77, Page 641](#)  
Affects: Parcel IV

16. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: City of Salem  
Purpose: Pipeline(s)  
Recorded: June 26, 1978, [Book 129, Page 981](#)  
Affects: Parcel I

17. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: City of Salem  
Purpose: Pipeline(s)  
Recorded: January 18, 1979, [Book 153, Page 1676](#)  
Affects: Parcel IV



18. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: City of Salem  
Purpose: Pipeline(s)  
Recorded: August 2, 1979, [Book 178, Page 1171](#)  
Affects: Parcel IV

19. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Adjoining property owners  
Purpose: Pipeline(s)  
Recorded: February 27, 1980, [Book 203, Page 538](#)  
Affects: Parcel IV

20. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Adjoining property owners  
Purpose: Vehicular and pedestrian travel  
Recorded: March 8, 1991, [Book 837, Page 480](#)  
Affects: Parcels II and IV

21. Limited access as set forth in deed from Ronald L. Halter and Janet L. Halter to the State of Oregon, by and through its State Highway Commission, recorded January 15, 1992, [Book 916, Page 172](#) which provides that no right of easement or right of access to, from or across the State Highway, other than expressly provided for, shall attach to the abutting property.

Affects: Parcel II

22. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: The State of Oregon, by and through its Department of Transportation, Highway Division  
Purpose: Slopes  
Recorded: January 15, 1992, [Book 916, Page 172](#)  
Affects: Parcel II

23. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document.

Reserved by: John A. Jelderks, aka John A. Jelderks, Jr.  
Purpose: Road  
Recorded: March 2, 1992, [Book 928, Page 238](#)  
Affects: Parcel IV

24. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: City of Salem  
Purpose: Drainage and access  
Recorded: October 28, 1992, [Book 1000, Page 480](#)  
Affects: Parcels I, II and IV

25. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: City of Salem  
Purpose: Water pipeline  
Recorded: October 29, 1992, [Book 1001, Page 198](#)  
Affects: Parcel I

26. Limited access provisions in favor of the State of Oregon, by and through its State Highway Commission as contained in Decree of Condemnation entered December 7, 1992 in Suit No. 92C10251, in the Circuit Court for Marion County, which provides that no right of easement or right of access to, from or across the State Highway other than expressly provided for shall attach to the abutting property.

Affects: Parcel V

27. Slope easement, including the terms and provisions thereof, as taken in that Final Judgment of Condemnation, entered December 7, 1992 in Marion County Circuit Court Case No. 92C10251.

Affects: Parcel V

28. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: U.S. West Communications, Inc.  
Purpose: Telecommunication facilities  
Recorded: March 5, 1993, [Book 1039, Page 15](#)  
Affects: Parcels I and II

29. Reservation of all access rights as set forth in deed from The State of Oregon, by and through its Department of Transportation, Highway Division,

Recorded: March 30, 1993 [Reel 1046, Page 185](#)

Affects: Parcel V

30. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: March 30, 1993  
Recording No: [Book 1046, page 185](#)

Affects: Parcel V

31. Reservation of all access rights as set forth in deed from The State of Oregon, by and through its Department of Transportation, Highway Division,

Recorded: April 22, 1993 [Reel 1053, Page 95](#)

Affects: Parcel V

32. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: April 22, 1993  
Recording No: [Book 1053, page 95](#)

Affects: Parcel V

33. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: The State of Oregon, by and through its Department of Transportation, Highway Division  
Purpose: Drainage  
Recorded: January 11, 1994, [Book 1134, Page 340](#)  
Affects: Parcel I

34. Street Improvement Deferral Agreement, including the terms and provisions thereof,

Recorded: November 3, 2004 [Reel 2397, Page 162](#)

Affects: Parcels IV and V

35. Roadway and Utility Easement, including the terms and provisions thereof,

Recorded: November 10, 2004 [Reel 2400, Page 87](#)

Affects: Parcels II and V

36. Roadway and Utility Easement, including the terms and provisions thereof,

Recorded: November 10, 2004 [Reel 2400, Page 88](#)

Affects: Parcels I and IV

37. A deed of trust, security agreement, assignment of leases and rents and fixture filing to secure an indebtedness in the amount shown below,

Amount: \$4,000,000.00  
Dated: May 16, 2014  
Trustor/Grantor: Lancaster Gardens Apartments, LLC, an Oregon limited liability company  
Trustee: Fidelity National Title  
Beneficiary: JPMorgan Chase Bank, N.A.  
Loan No.: 100515819  
Recording Date: May 20, 2014  
Recording No.: [Book 3606, page 40](#)

38. Existing leases and tenancies, if any, and any interests that may appear upon examination of such leases.

39. The Company has on file a copy of the Operating Agreement for Lancaster Gardens Apartments, LLC, an Oregon limited liability company, dated May 3, 2007. A copy of any amendments subsequent to the date of said Operating Agreement should be furnished for review prior to closing.

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

40. 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.

To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

41. 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.

To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

42. 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.

The Company will require a survey of the Land by a professional surveyor, and this exception may be eliminated or limited as a result thereof.

43. The transaction contemplated in connection with this Report is subject to the review and approval of the Company's Corporate Underwriting Department. The Company reserves the right to add additional items or make further requirements after such review.

**ADDITIONAL REQUIREMENTS/NOTES:**

- A. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year:	2023-2024
Amount:	\$131,580.32
Levy Code:	24013
<u>Account No.:</u>	<u>523364</u>
Map No.:	072W19CC03500

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.

- B. 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.
- C. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- D. Note: There are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties: Peter Confehr

- 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. No search has been made for financing statements filed in the office of the Secretary of State, or in any county other than the county in which the herein described land is located. No liability is assumed for any financing statement filed in the office of the County Clerk (Recorder) covering timber, crops, fixtures or contracts affecting said land if said land is Not described by metes and bounds, recorded lot and block or under the rectangular Survey system.
- 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. 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               |
| Linn   | \$105.00   | \$5.00               |
- Note: When possible the company will record electronically. An additional charge may be applied.
- Note: Please send any documents for recording to the following address:  
 Portland Title Group  
 Attn: Recorder  
 1455 W. Broadway, Suite 1450  
 Portland, OR. 97201
- I. \*\*\*IMPORTANT NOTICE REGARDING REMOTE ONLINE NOTARIZATION ("RON")
- If the parties to this transaction intend to execute any documents utilizing RON, please contact your Title Officer immediately. Insurance of any transaction with documents notarized using RON is limited to specific platforms and requires underwriting approval.
- J. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final ALTA Policy unless removed prior to issuance.
- K. Note: If an Owner's Title Insurance Policy is requested, the State of Oregon requires every ALTA Owner's 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.
- L. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING 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.

M. Note: 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. 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.

N. NOTE: IMPORTANT INFORMATION REGARDING PROPERTY TAX PAYMENTS

Fiscal Year:	July 1 <sup>st</sup> through June 30 <sup>th</sup>
Taxes become a lien on real property, but are not yet payable:	July 1 <sup>st</sup>
Taxes become certified and payable (approximately on this date):	October 15 <sup>th</sup>
First one third payment of taxes is due:	November 15 <sup>th</sup>
Second one third payment of taxes is due:	February 15 <sup>th</sup>
Final payment of taxes is due:	May 15 <sup>th</sup>

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: Interest accrues as of the 15<sup>th</sup> of each month based on any amount that is unpaid by the due date. No interest is charged if the minimum amount is paid according to the above mentioned payment schedule.

**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:
  - i. the occupancy, use, or enjoyment of the Land;
  - ii. 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 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;
  - 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 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.
5. 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.
6. 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;
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
    - ii. 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.
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.
9. 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 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, 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.
5. 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:
    - i. the occupancy, use, or enjoyment of the Land;
    - ii. 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 1.b.
- 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.
  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;
    - 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
  - b. voidable transfer under the Uniform Voidable Transactions Act; or
  - c. preferential transfer:
    - i. 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.
6. 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.
7. 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 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, 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.
5. 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:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
  - the occupancy, use, or enjoyment of the Land;
  - the character, dimensions or location of any improvement erected on the land;
  - the subdivision of land; or
  - 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.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
  - created, suffered, assumed or agreed to by the Insured Claimant;
  - 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;

- resulting in no loss or damage to the Insured Claimant;
  - 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
  - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- 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.
  - 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 fraudulent conveyance or fraudulent transfer, or
    - a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
  - 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:

- 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 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.
- 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:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
  - the occupancy, use, or enjoyment of the Land;
  - the character, dimensions or location of any improvement erected on the land;
  - the subdivision of land; or
  - 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.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
  - created, suffered, assumed or agreed to by the Insured Claimant;

- 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;
  - resulting in no loss or damage to the Insured Claimant;
  - 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
  - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 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 fraudulent conveyance or fraudulent transfer, or
    - a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
  - 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:

- 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 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.
- 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.



Inquire before you wire!

## 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 July 1, 2024

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);
- biometric data (e.g. fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics, 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**

**Cookies.** 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.

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

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. 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 these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

### **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 affiliated or 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 affiliated or nonaffiliated third parties 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 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**

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.

For California Residents: 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 (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: 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: [aginquiries@ag.state.nv.us](mailto:aginquiries@ag.state.nv.us).

For Oregon Residents: 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. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Texas Residents: For additional information about your Texas consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

We may disclose the categories of Personal Information and Browsing information listed above to the following categories of third parties:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For Utah Residents: For additional information about your Utah consumer privacy rights, or to make a consumer privacy request, please call (888) 714-2710.

For Vermont Residents: 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.

For Virginia Residents: For additional information about your Virginia consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

### **Information From Children**

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not 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 or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

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