

REEL  
714PAGE  
264

## MEMORANDUM OF LAND SALES CONTRACT

SELLER: MILDRED HANNY

PURCHASER: ROBERT NOYES and MARIA C. NOYES

PROPERTY:

PARCEL II:

The East one-half of the South one-half of Lot 66, SUNNYSIDE FRUIT FARMS NO. 3 as recorded in Volume 2, Page 35, Record of Town Plats for Marion County, Oregon.

TERMS:

\$14,750.00 Purchase Price. \$2,750.00 down payment. Interest on the remaining balance of \$12,000.00 shall accrue at the rate of ten (10) percent per annum from the closing date.

The unpaid balance of the purchase price shall be paid in monthly installments of \$200.00, including interest, with the first installment due on 5<sup>TH</sup> day of September, 1989, with subsequent installments due on 1<sup>ST</sup> day of each month thereafter. Each payment shall be applied to interest to due date and the balance to principal. All unpaid principal and all accrued interest shall be paid in full on or before the 31<sup>ST</sup> day of AUGUST, 1992.

DATED:

Mildred Hanny (SEAL)  
Mildred Hanny

Robert A. Noyes (SEAL)  
Robert Noyes

Maria C. Noyes (SEAL)  
Maria C. Noyes

SELLER

PURCHASER

STATE OF CALIFORNIA, )  
COUNTY OF Los Angeles ) ss.

August 28, 1989

Personally appeared the above named Mildred Hanny and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me

OFFICIAL SEAL  
LINDA D. WILKINSON  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
LOS ANGELES COUNTY  
My Commission Expires April 6, 1993

Linda D. Wilkinson  
Notary Public for California  
My Commission Expires: April 6, 1993

1. Memorandum of Land Sales Contract

CRAIG R. ROCKWELL  
ATTORNEY AT LAW  
SUITE 370, OREGON BUILDING  
454 STATE STREET  
P. O. BOX 389 - BALDIA, OR 97008  
TELEPHONE 371-4284

18-22275

STATE OF OREGON,  
COUNTY OF MARION.

) ss. August 31, 1989

Personally appeared the above named ROBERT NOYES and MARIA C. NOYES, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

*Wendie Jordan Smith*  
Notary Public for Oregon  
My Commission Expires: 9-17-90

After Recording Return To:  
Mildred Hanny  
11847 Porter Valley Drive  
Northridge, California 91326

Until a change is requested  
all tax statements shall be  
sent to the following ad-  
dress:

Robert and Maria C. Noyes  
1077 Charlene Street S.  
Salem, Oregon 97306

CRAIG R. ROCKWELL  
ATTORNEY AT LAW  
SUITE 570, OREGON BUILDING  
484 STATE STREET  
P. O. BOX 399 - SALEM, OR 97308  
TELEPHONE 371-4024

STATE OF OREGON

County of Marion

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

Fee \$ 20.00  
Hand Returned ☐

REEL  
714

PAGE  
264

AUG 31 4 50 PM '89

ALAN H. DAVIDSON  
MARION COUNTY CLERK  
BY Bev DEPUTY

2. Memorandum of Land Sales Contract



**First American**

**First American Title Insurance Company**

777 Commercial Street SE, Suite 100  
Salem, OR 97301  
Phn - (800)742-2414  
Fax - (866)849-3065

## **UPDATED PUBLIC RECORD REPORT FOR NEW SUBDIVISION OR LAND PARTITION**

THIS REPORT IS ISSUED BY THE ABOVE-NAMED COMPANY ("THE COMPANY") FOR THE EXCLUSIVE USE OF:

Azimuth Surveying  
2015 Market ST NE  
Salem, OR 97301  
Phone: (503)364-0026  
Fax: (503)364-8687

Date Prepared : September 24, 2020  
Effective Date : 8:00 A.M on March 13, 2018  
Order No. : 7089-3022487  
Reference :

The information contained in this report is furnished by First American Title Company of Oregon (the "Company") as an information service based on the records and indices maintained by the Company for the county identified below. This report is not title insurance, is not a preliminary title report for title insurance, and is not a commitment for title insurance. No examination has been made of the Company's records, other than as specifically set forth in this report. Liability for any loss arising from errors and/or omissions is limited to the lesser of the fee paid or the actual loss to the Customer, and the Company will have no greater liability by reason of this report. This report is subject to the Definitions, Conditions and Stipulations contained in it.

### **REPORT**

- A. The Land referred to in this report is located in the County of Marion, State of Oregon, and is described as follows:

As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

- B. As of the Effective Date, the tax account and map references pertinent to the Land are as follows:

As fully set forth on Exhibit "A" attached hereto and by this reference made a part hereof.

- C. As of the Effective Date and according to the Public Records, we find title to the land apparently vested in:

As fully set forth on Exhibit "B" attached hereto and by this reference made a part hereof

- D. As of the Effective Date and according to the Public Records, the Land is subject to the following liens and encumbrances, which are not necessarily shown in the order of priority:

As fully set forth on Exhibit "C" attached hereto and by this reference made a part hereof.

**EXHIBIT "A"**  
**(Land Description Map Tax and Account)**

THE SOUTH ONE-HALF OF LOT 66, SUNNYSIDE FRUIT FARMS NO. 3 AS RECORDED IN VOLUME 2, PAGE 35, RECORD OF TOWN PLATS FOR MARION COUNTY, OREGON.

Map No.: 083W16DD00300

Tax Account No.: 430 Turtle Bay Court SE

**EXHIBIT "B"**  
**(Vesting)**

Robert Noyes and Maria C. Noyes, as tenants by the entirety

**EXHIBIT "C"**  
**(Liens and Encumbrances)**

1. City liens, if any, of the City of Salem.
2. Taxes for the fiscal year 2020-2021 a lien due, but not yet payable.
3. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads and highways.
4. Declaratory Statement, including terms and provisions thereof.  
Recorded: December 03, 2008 as Reel 3015, Page 249, Film Records

NOTE: Taxes for the year 2017-2018 PAID IN FULL

Tax Amount:	\$8,458.04
Map No.:	083W16DD00300
Property ID:	R93563
Tax Code No.:	92401000

## DEFINITIONS, CONDITIONS AND STIPULATIONS

1. **Definitions.** The following terms have the stated meaning when used in this report:
  - (a) "Customer": The person or persons named or shown as the addressee of this report.
  - (b) "Effective Date": The effective date stated in this report.
  - (c) "Land": The land specifically described in this report and improvements affixed thereto which by law constitute real property.
  - (d) "Public Records": Those records which by the laws of the state of Oregon impart constructive notice of matters relating to the Land.
2. **Liability of the Company.**
  - (a) This is not a commitment to issue title insurance and does not constitute a policy of title insurance.
  - (b) The liability of the Company for errors or omissions in this public record report is limited to the amount of the charge paid by the Customer, provided, however, that the Company has no liability in the event of no actual loss to the Customer.
  - (c) No costs (including, without limitation attorney fees and other expenses) of defense, or prosecution of any action, is afforded to the Customer.
  - (d) In any event, the Company assumes no liability for loss or damage by reason of the following:
    - (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.
    - (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, liens or encumbrances, or claims thereof, which are not shown by the Public Records.
    - (4) Discrepancies, encroachments, shortage in area, conflicts in boundary lines or any other facts which a survey would disclose.
    - (5) (i) Unpatented mining claims; (ii) reservations or exceptions in patents or in Acts authorizing the issuance thereof, (iii) water rights or claims or title to water.
    - (6) Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in this report, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
    - (7) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment on the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
    - (8) Any governmental police power not excluded by 2(d)(7) above, except to the extent that notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the Public Records at the effective date hereof.
    - (9) Defects, liens, encumbrances, adverse claims or other matters created, suffered, assumed, agreed to or actually known by the Customer.
3. **Report Entire Contract.** Any right or action or right of action that the Customer may have or may bring against the Company arising out of the subject matter of this report must be based on the provisions of this report. No provision or condition of this report can be waived or changed except by a writing signed by an authorized officer of the Company. By accepting this form report, the Customer acknowledges and agrees that the Customer has elected to utilize this form of public record report and accepts the limitation of liability of the Company as set forth herein.
4. **Charge.** The charge for this report does not include supplemental reports, updates or other additional services of the Company.