

VOL 378 #278

THIS INDENTURE WITNESSETH, That JAMES E. FOSTER and GRACE M. FOSTER,
his wife,

hereinafter known as grantor, for and in consideration of the sum of
*****TEN AND NO/100***** Dollars,

to them paid, have bargained and sold, and by these presents do grant, bargain,
sell and convey unto HENRY A. MEYER and MARIAN W. MEYER, his wife,
tenants by the entirety

their heirs and assigns, the following described premises, to-wit:

Beginning at the quarter section corner between
sections 10 and 11 in Township 9 S., R. 3 E., of
the Willamette Meridian, Marion County, Oregon;
thence S. 89 degrees 26' E. 18.33 chains; thence
N. 0° 23' E. 18.93 chains, to the S. W. corner
of the Donation Land Claim of Abijah Carey; thence
West 88.41 links; thence N. 0° 23' E. 21.72 chains;
thence East 15.04 chains to the line between
sections 10 and 11; thence South 16.03 chains
to the place of beginning and contains 20.74
acres of land.



TO HAVE AND TO HOLD the said premises with their appurtenances unto the said grantee
his heirs and assigns forever. And we the said grantor do hereby
covenant to and with the said grantee, their heirs and assigns, that we are the
owner in fee simple of said premises, that they are free from all incumbrances.

and that we will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, we have hereunto set our hand

and seal, this 29th day of October, 1917

Done in presence of

James E. Foster (REAL)
Grace M. Foster (SEAL)
(SEAL)
(SEAL)

STATE OF OREGON

County of Marion

BE IT REMEMBERED, That on this 29th day of October A. D. 1947,
before me, the undersigned, a Notary Public,

in and for said County and State, personally appeared the within named
JAMES E. FOSTER and GRACE M. FOSTER, his wife,

who are known
to me to be the identical persons described in and who executed the within instrument, and
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and
notarial seal, the day and year last above written.

W. P. Keyes
Notary Public for Oregon

My Commission Expires 1-1-1952

Warranty Deed

STATE OF OREGON

County of Marion

I certify that the within instrument
was received for record on the
day of 29th October 1947 A. D.

at 2:45 o'clock P. M. and
recorded in book 378 on page
256 of the Record of Deeds of said County.

Witness my hand and seal of County
of Marion, Oregon, this 29th day of October 1947.

Recorder of Conveyances

By Deputy

FROM THE OFFICE OF

James E. Foster and Grace M. Foster
J. E. Foster & G. M. Foster

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That HENRY A. MEYER & MARIAN W. MEYER,
husband and wife.

for the consideration of *one and no* DOLLARS
to them paid, the receipt whereof is hereby acknowledged, do forever grant
unto the CITY OF SALEM, a municipal corporation, a permanent right of way and ease-
ment over and along the full width and length of the premises described as follows, to-
wit:

Permanent easement - The southerly 10 feet of the northerly 217.98 feet of
the westerly 25 feet of that certain tract of land conveyed to Henry A. Meyer
and Marian W. Meyer, as recorded in Volume 378, Page 278 of the Deed Records
of Marion County, Oregon.

The City of Salem specifically agrees that in the event the Easement herein granted shall go thru
any fencing now in existence or to be hereinafter placed in existence by the grantors, their heirs
or assigns, that the City of Salem, at its sole cost and expense, will provide a suitable and
adequate gate in such fence to facilitate ingress and egress thru such fence by the City, its
employees or agents. Any gate so provided by the City shall be constructed and installed to
conform generally to the said fence.

together with a temporary working easement as follows, to-wit:

Temporary easement - The southerly 60 feet of the northerly 242.98 feet of the
westerly 40 feet of that certain tract of land conveyed to Henry A. Meyer and
Marian W. Meyer as recorded in Volume 378, Page 278 of the Deed Records,
Marion County, Oregon.

The temporary working easement shall be effective only for and during the time
of the initial construction and laying of the pipeline hereinafter described.

The permanent right of way and easement shall include the right, privilege and
authority, to the said City of Salem, to excavate for, and to construct, install, lay,

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operate, maintain and remove an underground sewer pipeline or pipelines, with all appurtenances incident thereto or necessary therewith, for the purpose of catching, carrying and conveying sewage, waste and surplus waters, and for similar uses in, under and across the said premises, together with the right of the said City of Salem to place, install, maintain, inspect, add to the number of and relocate pipelines and necessary appurtenances, and make excavations therefor from time to time, in, under and through the above described premises within said right of way, and to cut and remove from said right of way any trees and other obstructions which may endanger the safety or interfere with the use of said pipelines, or appurtenances attached to or connected therewith; and the right of ingress and egress to and over said above described premises, at any and all times for the purpose of patrolling the pipeline or repairing, renewing, or adding to the number of pipelines and appurtenances, and for doing anything necessary, useful or convenient for the enjoyment of the easement hereby granted.

The City of Salem, upon the initial installation, and upon each and every occasion that the same is repaired, renewed, added to, or removed, shall restore the premises of the grantor s, and any buildings or improvements disturbed by the City, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil.

WITNESS their hand s and seal s this 14th day of June, 1965.

Henry A. Meyer (SEAL)
Robert W. Meyer (SEAL)

APPROVED:

John P. Kern
Director of Utilities

APPROVED AS TO FORM

City Attorney

STATE OF OREGON

County of Marion

ss.

On this 14th day of June, 1965, before me, a Notary Public in and for said County and State, personally appeared

Henry A. Meyer and Robert W. Meyer
Known to me to be the person s whose name s subscribed to the within instrument and acknowledge that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

Jack H. Brown
Notary Public for Oregon
My Commission Expires: June 4 - 1967

8:37

JUL 8 - 1965

STATE OF OREGON) I hereby certify that the within was recorded at 8:37 AM on the 14th day of June, 1965 and duly recorded by me in
County of Marion,) ss. Marion County Records Book of DEEDS Page 603 Volume 603 529
William W. Spade
County Recorder

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BEFORE THE BOARD OF COUNTY COMMISSIONERS

FOR MARION COUNTY, OREGON

In the matter of the vacation of
a dedicated but unimproved public
road in Pringle Fruit Tracts.

Attest: 16 723 MARION COUNTY
CLERK

BY: M.B.

ORDER

This matter comes before the Marion County Board of Commissioners on the petition of Edwin Furrer for the vacation of a dedicated but unimproved public road in Pringle Fruit Tracts, Volume 9, Page 138 of the Town Plats of Marion County; said road being a public dedicated road and not a county road or state highway; and.

IT APPEARING that notice of the pendency of the petition was given by posting notices, including a copy of the petition, containing a description of the property to be vacated, at three conspicuous places in the vicinity of the road to be vacated; and

IT APPEARING to the Board of Commissioners that the consent of all persons owning property immediately adjoining the part to be vacated was obtained in writing, acknowledged and filed with the Clerk, and it appearing that the Marion County Director of Public Works has investigated the proposed vacation and filed a written report herein; and the Board of Commissioners being advised in the premises and concluding that it would be in the public interest to vacate the portion of the dedicated road hereinafter described; NOW,

THEREFORE,

IT IS HEREBY ORDERED AND ADJUDGED that the petition of Edwin Furrer be, and the same is, hereby granted, and that the dedicated but unimproved public road in Pringle Fruit Tracts as shown in Volume 9, Page 138 of the Town Plats of Marion County be, and the same is hereby vacated and that all right and title thereto, subject to any and all rights of public and private utility companies, does hereby vest in the persons owning the property on the side.

Page 1 - Order

FRANK D. NEMINICK
MARION COUNTY CLERK
MARION COUNTY, OREGON

760 494

1. in accordance with ORS 271.060(2).

RECEIVED

2. Dated at Salem, Oregon, this 20th day of June, 1973.

3. BOARD OF COUNTY COMMISSIONERS
FOR MARION COUNTY, OREGON.

4. *Ray McCreath*
Chairman

5. *Harry Carson Jr.*
Commissioner

6. *Henry L. Wilson*
Commissioner

SEP 10 1973

FRANK E. MCINNIS
MARION COUNTY LEGAL CLERK
SALMON COUNTY COURT HOUSE
SALMON, OREGON 97131

Page 2 - Order
Vacation of Road in
Pringle Fruit Tracts

John H. Muller Jones
Collector
County House

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752
100

777/463

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That HENRY A. and MARIAN W. MEYER, for the consideration of Five Hundred and No/100 Dollars (\$500.00), to them paid, the receipt whereof is hereby acknowledged, do forever grant unto the CITY OF SALEM, a municipal corporation, a permanent right of way and easement over and along the full width and length of the premises described as follows, to-wit:

10.00 Feet PERMANENT EASEMENT: 5.00 feet on each side of the following described centerline: Beginning at the Southwest corner of Lot 1, Block 3, Colbath-Elser View Heights, City of Salem, Marion County, Oregon; thence S 89° 38' W, 30.00 feet; thence S 0° 01' W, 174.63 feet to the TRUE POINT OF BEGINNING; thence N 86° 50' E, 101.91 feet; thence N 42° 29' E, 231.80 feet; thence N 30° 26' 30" E, 136.65 feet; thence N 0° 24' 30" E, 179.53 feet; thence N 26° 41' 30" E, 291.36 feet; thence N 34° 22' 36" E, 373.04 feet; thence N 20° 12' 50" E, 1,000.00 feet; thence N 86° 00' E to the West line of Pringle Road and there terminating.

This easement applies only to that portion of the above described strip lying within that tract of land conveyed by deed to Henry A. Meyer and Marian W. Meyer and recorded in Volume 378 Page 278 of Deed Records for Marion County, Oregon.

together with a temporary working easement as follows, to-wit:

30.00 Feet TEMPORARY EASEMENT: 30.00 feet on the right side and 10.00 feet on the left side of the following described centerline: Beginning at the Southwest corner of Lot 1, Block 3, Colbath-Elser View Heights, City of Salem, Marion County, Oregon; thence S 89° 38' W, 30.00 feet; thence S 0° 01' W, 174.63 feet to the TRUE POINT OF BEGINNING; thence N 86° 50' E, 101.91 feet; thence N 42° 29' E, 231.80 feet; thence N 30° 26' 30" E, 136.65 feet; thence N 0° 24' 30" E, 179.53 feet; thence N 26° 41' 30" E, 291.36 feet; thence N 34° 22' 36" E, 373.04 feet; thence N 20° 12' 50" E, 1,000.00 feet; thence N 86° 00' E to the West line of Pringle Road and there terminating. Save and Except: The previously described 10.00 feet permanent easement.

This easement applies only to that portion of the above described strip lying within that tract of land conveyed by deed to Henry A. Meyer and Marian W. Meyer and recorded in Volume 378 Page 278 of Deed Records for Marion County, Oregon.

PROVIDED THAT the easements herein granted shall be subject to the following terms, stipulations, conditions and reservations, the same constituting a part of the consideration for the grant herein made:

1. That the permanent easement granted by Grantors to the Grantee dated July 8, 1965 and recorded in Vol. 603, Pg. 528, Deed Records for Marion Co., Ore., shall be separately released and vacated by the Grantee, and the existing sewer lift station located thereon removed from the premises; provided, however, that the Grantee, its

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contractors, agents and employees shall have the right to enter upon and use the Grantor's property for the purpose of installing the said lift station.

2. That the Grantee, its contractors, agents and employees shall, with the approval of the Grantor, take all necessary and reasonable steps to insure the safety and confinement of Grantor's horses and other livestock.

3. That the Grantee shall remove from the tract of land belonging to Grantor, more particularly described hereinabove, of which the property subject of this easement is a lesser part, all rocks and boulders excavated from and remaining thereon as a result of the construction and installation of the lift station and appurtenant sewer line described in the paragraph numbered 1, above.

4. That the Grantee shall repair or cause to be repaired that portion of a certain fence located along the easterly line of Grantor's said property abutting 12th St. S. E., running north from the said lift station.

5. That no assessment shall be made by Grantee against Grantors in connection with the proposed sanitary sewer line to be located on the premises subject of this easement until such time as the above-described tract of land on which this easement is located, or any part thereof, comes within the corporate limits of the City of Salem, Oregon, and in that event assessment shall only be made against that portion of the said property which is within the said city and then only when said sewer line is made available for direct connection to the portion of Grantors' property sought to be assessed.

6. That no assessment shall be made by Grantee against Grantors in connection with any other existing or future sanitary sewer, storm sewer or water line on, along or benefiting the above-described tract of land on which this easement is located until such time as the said tract of land, or any part thereof, comes within the corporate limits of the City of Salem, Oregon, and in that event assessment shall only be made against that portion of the said property which is within the said city and which is subject to assessment under the provisions of the Charter of the City of Salem and laws of the State of Oregon.

7. The temporary working easement shall be effective only for and during the time of the initial construction and laying of the pipeline hereinafter described:

8. The permanent right of way and easement shall include the right, privilege, and authority, to the said City of Salem, to excavate for, and to construct, install, lay, operate, maintain and remove an underground sewer pipeline or pipelines, with all appurtenances incident thereto or necessary therewith, for the purpose of catching, carrying and conveying sewage waste and surplus waters, and for similar uses in, under and across the said premises, together with the right of the said City of Salem to place, install, maintain, inspect, add to the number of and relocate pipelines and necessary appurtenances, and make excavations therefor from time to time, in, under and through the above described premises within said right of way, and to cut and remove from said right of way any trees and other obstructions which may endanger the safety or interfere with the use of said pipelines, or appurtenances attached to or connected therewith; and the right of ingress and egress to and over said above-described premises at any and all times for the purpose of patrolling the pipeline or repairing, renewing, or adding to the number of pipelines and appurtenances, and for doing anything necessary, useful or convenient for the enjoyment of the easement hereby granted.

9. The City of Salem, upon the initial installation, and upon each and every occasion that the same is repaired, renewed, added to, or removed, shall restore the premises of the Grantor, and any buildings or improvements disturbed by the City, to as good condition as they were prior to any such installation or work, including the restoration of any topsoil.

WITNESS OUR HANDS AND SEALS this 1st day of November, 1972.

Henry A. Meyer
Henry A. Meyer
Marion W. Meyer
Marion W. Mayor

APPROVED

John L. Seren
Director of Utilities

APPROVED AS TO FORM:

City Attorney
City Attorney

EASEMENT - Page 3

20158

STATE OF OREGON
COUNTY OF MARION

On this 18 day of November, 1977, before me, a Notary Public in and for said County and State, personally appeared Harry A. and Marian W. Meyer, known to me to be the persons whose names are subscribed to the within instrument and acknowledge that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.

John W. Smith
Notary Public for Oregon
My Commission Expires: Oct. 18, 1977

STATE OF OREGON } I hereby certify that the within was received at 10:28 a.m. on the MAY 9 1974 day of _____ 19____ and duly received.
County of Marion } Marion County Records Book of _____ Records Volume 777 Page 403
26292
J. W. Smith
County Recorder

RETURN TO:

CITY OF SALEM
Department of Utilities
P. O. Box 555
Salem, Oregon 97308

TRUST DEED

Reel 1

Pg 771

THIS TRUST DEED, made this 25th day of September, 1974, between HENRY A. MEYER and MARION W. MEYER, who took title as Marian W. Meyer, husband and wife, as grantor, Wm. E. Hickey as trustee, and HOME FEDERAL SAVINGS AND LOAN ASSOCIATION (OREGON), a corporation organized and existing under the laws of the United States, as beneficiary;

WITNESSETH:

The grantor irrevocably grants, bargains, sells and conveys to the trustee, in trust, with power of sale, the property in Marion County, Oregon, described as:

Beginning on the South line of Lot 9, Pringle Fruit Tracts, in Section 11, Township 8 South, Range 3 West of the Willamette Meridian, in Marion County, Oregon, at a point which is 335.00 feet North 89°20' West from the Southeast corner of said Lot 9; thence North 89°20' West, along said South line, 110.00 feet; thence North 0°23' East 170.00 feet; thence South 89°20' East 110.00 feet; thence South 0°23' West 170.00 feet to the place of beginning.

Together with a right of way for ingress and egress over the following described tract of land:

Beginning on the East line of Lot 9, Pringle Fruit Tracts, in Section 11, Township 8 South, Range 3 West of the Willamette Meridian, in Marion County, Oregon, at a point which is 170.00 feet N 0°23' E of the Southeast corner of said Lot; thence N 89°20' W 445.00 feet; thence N 0°23' E 30.00 feet; thence S 89°20' E 445.00 feet to a point on the East line of

said Lot; thence S 0°23' W 30.00 feet to the place of beginning. which said described real property does not exceed three acres, together with all and singular the appurtenances, tenements, hereditaments, rents, issues, profits, water rights and other rights, easements or privileges now or hereafter belonging to, derived from or in anywise appertaining to the above described premises, and all plumbing, lighting, heating, ventilating, air-conditioning, refrigerating, watering and irrigation apparatus, equipment and fixtures, together with all awnings, venetian blinds, floor covering in place such as wall-to-wall carpeting and linoleum, shades and built-in ranges, dishwashers and other built-in appliances now or hereafter installed in or used in connection with the above described premises, including all interest therein which the grantor has or may hereafter acquire, for the purpose of securing performance of each agreement of the grantor herein contained and the payment of the sum of TWENTY THOUSAND AND NO/100 (\$ 20,000.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to the beneficiary or order and made by the grantor, the final payment of principal and interest thereof, if not sooner paid, to be due and payable on the first day of September, 1999.

This trust deed shall further secure the payment of such additional money, if any, as may be loaned hereafter by the beneficiary to the grantor or others having an interest in the above described property, as may be evidenced by a note or notes not to exceed

5,000.00.

If the indebtedness secured by this trust deed is evidenced by more than one note, the beneficiary shall apply principal payments received by it toward the reduction of the principal of the last dated note. The grantor hereby covenants to and with the trustee and the beneficiary herein that the said premises and property conveyed by this trust deed are free and clear of all encumbrances and that the grantor, his heirs, executors and administrators shall warrant and defend his said title thereto against the claims of all persons whomsoever.

The grantor covenants and agrees to pay said note according to the terms thereof, and, when due, all taxes, assessments and other charges levied against said property; to keep said property free from all encumbrances having precedence over this trust deed; to complete all buildings in connection with or hereafter constructed on said premises within six months from the date hereof or the date construction is hereafter commenced; to repair and restore promptly and in good workmanlike manner any building or improvement on said property which may be damaged or destroyed, and to pay, when due, all costs incurred hereafter, to allow the beneficiary to inspect said property at all times during construction; to replace any work or materials unsatisfactory to the beneficiary within fifteen days after written notice from the beneficiary of such facts; not to remove or destroy any building or improvement now or hereafter constructed on said property; to keep all buildings and improvements now or hereafter erected on said premises continuously insured against loss by fire or other hazards as the beneficiary may from time to time require; in a sum not less than the original principal sum of the note or obligation secured by this trust deed, in a company or companies acceptable to the beneficiary, and to deliver the original policy of insurance in correct form and with approved loss payable clause in favor of the beneficiary attached and with premium paid, to the principal place of business of the beneficiary at least fifteen days prior to the effective date of any such policy of insurance. If said policy of insurance is not so tendered, the beneficiary may in its own discretion obtain insurance for the benefit of the beneficiary, which insurance shall be non-consequential by the grantor during the full term of the policy thus obtained.

In order to provide regularly for the prompt payment of said taxes, assessments or other charges and insurance premiums, the grantor agrees to pay to the beneficiary, together with and in addition to the monthly payments of principal and interest payable under the terms of the note or obligation secured hereby, an amount equal to one-twelfth (1/12th) of the taxes, assessments and other charges due and payable with respect to said property within each succeeding twelve months, and also one-thirtieth (1/30th) of the insurance premiums payable with respect to said property, within each succeeding three years while this trust deed remains in effect, as estimated and directed by the beneficiary, the sums so paid shall be held by the beneficiary in trust as a reserve account without interest, to pay said premiums, taxes, assessments or other charges when they shall become due and payable. If the grantor desires to carry the insurance required herein as part of a "package" insurance plan, the beneficiary will accept the monthly premium requirements for such package insurance, to be payable and applied in the same manner and to be subject to the same conditions as herein provided. In each event, however, the grantor shall pay the beneficiary a service fee fixed by the beneficiary, not exceeding ten dollars, as an initial charge for said service. The grantor further agrees to pay a fee to be fixed by the beneficiary, not exceeding ten dollars, for any substitution of policies made during the term of any existing policy or policies. The service charge may at the option of the beneficiary be added to the principal balance of the indebtedness secured by this trust deed. The aggregate amount to be paid such sums as a single payment according to the terms of the note or obligation secured hereby and under this trust deed shall be applied by the beneficiary to the following items in the order set forth:

- (1) The amount required for payment of taxes, assessments or other charges and for fire and other hazard insurance premiums;
 - (2) Interest on the note or obligation secured hereby;
 - (3) Amortization of the principal of said note or obligation.
- While the principal of the note or obligation secured hereby and other charges levied or assessed against said property, or any part thereof, before the same begin to bear interest and also to pay premiums on all insurance policies upon said property, such payments are to be made through the beneficiary, as aforesaid. The grantor hereby authorizes the beneficiary to pay any and all taxes, assessments and other charges levied or imposed against said property in the amounts as shown by the statements thereof furnished by the collector of such taxes, assessments or other charges, and to pay the insurance premiums in the amounts shown on the statements submitted by the insurance carriers or their representatives, and to withdraw the sums which may be required from the reserve account, if any, established for that purpose. The grantor agrees in no event to hold the beneficiary responsible for failure to have any insurance written or for any loss or damage resulting from a defect in any insurance policy, and the beneficiary hereby is authorized, in the event of any loss, to compromise and settle

with any insurance company and to apply any such insurance receipts upon the obligations secured by this trust deed. In computing the annual of the indebtedness for payment and satisfaction in full or upon sale or other acquisition of the property by the beneficiary after default, any balance remaining in the reserve account shall be credited to the indebtedness. If the reserve account for taxes, assessments, insurance premiums and other charges is not sufficient at any time for the payment of such charges as they become due, the grantor shall pay the deficit to the beneficiary upon demand, and if not paid within ten days after such demand, the beneficiary may at its option, add the amount of such deficit to the principal of the obligation secured hereby.

Should the grantor fail to keep any of the foregoing covenants, then the beneficiary may at its option carry out the same, and all its expenditures therefor shall draw interest at the rate specified in this note, shall be repayable by the grantor on demand and shall be secured by the lien of this trust deed. In this connection, the beneficiary shall have the right, in its discretion, to complete any improvements made on said premises and also to make such repairs to said property as in its sole discretion it may deem necessary or advisable.

The grantor further agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property, to pay all costs, fees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation, and the grantor's and attorney's fees actually incurred; to appear and defend any action or proceeding brought to affect the security hereof or the rights or powers of the beneficiary or trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum to be fixed by the court, and by the Appellate Court in the event of an appeal, in any such action or proceeding in which the beneficiary or trustee may appear and in any suit brought by the beneficiary to enforce this deed, and all said sums shall be secured by this trust deed.

The beneficiary at its option may look to the grantor either monthly or as a general statement of account but shall not be obligated or required to furnish any further statements of account.

It is mutually agreed that:

1. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, the beneficiary shall have the right to commence, prosecute in its own name, appear in or defend any action or proceedings, or to make any compromise or settlement in connection with such taking and, if it so elects, to require that all or any portion of the moneys payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by the grantor in such proceedings, shall be paid to the beneficiary and applied by it first upon any reasonable sums and expenses and attorney's fees necessarily paid or incurred by the beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and the grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon the beneficiary's request.
2. At any time and from time to time upon written request of the beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, the trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the law or change hereof; (d) reconvey, without warranty, all or any part of the property. The grantor in any reconveyance may be described as the "person or persons legally entitled thereto" and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services in this paragraph shall be fixed.
3. As additional security, grantor hereby assigns to beneficiary during the continuance of these trusts all rents, issues, profits and proceeds of the property affected by this deed and of any personal property located thereon. Until grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, grantor shall have the right to collect all such rents, issues, profits and proceeds earned prior to default as they become due and payable. Upon any default by the grantor hereunder, the beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the priority of any security for the indebtedness hereby secured, enter upon and take possession of said property, or any part thereof, in its own name and for or otherwise collect the rents, issues and profits, including those past due and owing, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in each order as the beneficiary may determine.
4. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies of such property, or the proceeds of any sale or other disposition of the property, and the application or release thereof, as aforesaid, shall not cure or waive any defaults or notice of default hereunder or invalidate any act done pursuant to such notice.

with termination of all the obligations secured by this trust deed without first obtaining the written consent thereof of the beneficiary. Such approval, however, shall not be unreasonably withheld; provided that before the grantor shall be entitled to such approval, the beneficiary shall be furnished a form supplied by the beneficiary with such present information concerning the purchase as would ordinarily be required of a new loan applicant and shall be paid a service charge as fixed and determined by the beneficiary, but in no event in excess of five percent of the amount of the original note or notes secured by this trust deed; and provided further, that as an additional requirement for such approval the beneficiary may at its option and to its sole discretion either increase or decrease the contractual interest rate upon the unpaid balance of the obligation secured by this trust deed, but shall not increase the rate more than two percent above the then existing contractual rate.

The service charge may at the option of the beneficiary be added to the principal balance of the indebtedness secured by this trust deed. In the event of a sale of the property, or any part thereof, without the prior written approval of the beneficiary and the compliance with any of the aforesaid requirements for obtaining such approval, the note or indebtedness secured hereby shall at the option of the beneficiary and without notice become immediately due and collectible.

6. This is of the essence of this instrument and upon default by the grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, the beneficiary may enforce all sums secured hereby immediately due and payable by delivery to the trustee of written notice of default and election to sell the trust property, which notice trustee shall cause to be duly filed for record. Upon delivery of said notice of default and election to sell, the beneficiary shall deposit with the trustee this trust deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the trustee shall fix the time and place of sale and give notice thereof as then required by law.

7. If after default and at any time prior to five days before the time and date set by the trustee for the trustee's sale, the grantor or other person as privileged pays the entire amount then due under the terms of this trust deed and the obligation secured hereby, either then such portion of the principal as would then be due had no default occurred, the grantor or other person making such payment shall also pay to the beneficiary trustee's and attorney's fees actually incurred not exceeding \$50 each, and all other costs and expenses actually incurred up to said time in enforcing the terms of this obligation.

8. After the lapse of such time as may then be required by law following the recording of said notice of default and giving of said notice of sale, the trustee shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash, in lawful money of the United States, payable at the time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale and from time to time thereafter may postpone the sale by public announcement at the time fixed by the preceding postponement. The trustee shall deliver to the purchaser his deed in form as required by law, conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any nature or kind shall be conclusive proof of the truthfulness thereof. Any person, attending the trustee but including the grantor and the beneficiary, may purchase at the sale.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

STATE OF OREGON

County of Marion ss.

Sept 25, 1974

Personally appeared the above named HENRY A. MEYER

AND MARION W. MEYER

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Henry Rasler
Notary Public for Oregon
(SEAL) My commission expires: 5-21-76

Loan No. _____

TRUST DEED

TO

HOME FEDERAL SAVINGS & LOAN ASSOCIATION

Beneficiary

After Recording Return To:

HOME FEDERAL SAVINGS
231 South Ellsworth Street
Albany, Oregon 97321

(Don't Use This Space Reserved For Recording Label In Counties Where Used.)

STATE OF OREGON

County of MARION ss.

I certify that the within instrument was received for record on the 25 day of SEP 30 1974, 1974, at 11:45 o'clock AM, and recorded in Book 1 on page 171 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

I. HAROLD TOMLINSON, County Clerk
County Clerk-Recorder

By Ray Deputy

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: Wm. E. Brickey, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same.

HOME FEDERAL SAVINGS AND LOAN ASSOCIATION

DATED: _____, 19____

WHEN RECORDED MAIL TO:
FARMERS SAVINGS

ATTN: SUSAN J. DEVERNA
P.O. BOX 2098
DAVIS, CA 95617

THIS INSTRUMENT WAS PREPARED BY:
SUSAN J. DEVERNA, FARMERS SAVINGS,
A FEDERAL SAVINGS AND LOAN ASSN.
1333 RESEARCH PARK DR., DAVIS, CA 95616

RECORDER'S STAMP:

REEL PAGE
597 65

PURCH #: P1045 FS TERM#: 203378 FNMA CONVERS #: 1651415856
P LOAN#: 001508518 SERV #: 080090 FNMA COMMIT #: 945657
F LOAN#: 0000033782 DOC #: 07617 INVEST #: 110000 SALE #: FN946128

CORPORATE ASSIGNMENT OF MORTGAGE/DEED OF TRUST
FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY GRANTS, ASSIGNS AND TRANSFERS TO
LOMAS & NETTLETON COMPANY,
HAVING ITS PRINCIPAL OFFICE AT
1600 VICEROY DRIVE, SEVENTH FLOOR, DALLAS, TX 75235,
ALL BENEFICIAL INTEREST UNDER THAT CERTAIN DEED OF TRUST/MORTGAGE DATED
SEPTEMBER TWENTY-FIFTH IN THE YEAR ONE THOUSAND NINE HUNDRED AND
SEVENTY-FOUR, EXECUTED BY: HENRY A. MEYER, MARION W., AKA
MARIANMEYER, HUSBAND AND WIFE,

MORTGAGOR/TRUSTOR(S),

TO HOME FEDERAL SAVINGS AND LOAN ASSOCIATION, MORTGAGEE/TRUSTEE, TO
SECURE PAYMENT IN THE PRINCIPAL SUM OF TWENTY THOUSAND

AND NO/100 DOLLARS (\$*****20,000.00), WITH A REMAINING PRINCIPAL SUM
BALANCE OF TEN THOUSAND EIGHT HUNDRED EIGHTY NINE

AND NO/100 DOLLARS (\$*****10,889.00)
AND RECORDED AS INSTRUMENT NO. NA
ON 09/30/74 IN BOOK 1, PAGE 771

OF OFFICIAL RECORDS IN THE RECORDER'S OFFICE OF
MARION COUNTY, STATE OF OREGON

SEE EXHIBIT "A" ATTACHED AND MADE A PART HEREOF.
TOGETHER WITH THE NOTE OR NOTES THEREIN DESCRIBED OR REFERRED TO, THE
MONEY DUE AND TO BECOME DUE THEREON WITH INTEREST, AT THE RATE OF 8.75
PERCENT PER ANNUM, AND ALL RIGHTS ACCRUED OR TO ACCRUE UNDER SAID
MORTGAGE/DEED OF TRUST.
DATED: SEPTEMBER 22, 1987

FARMERS SAVINGS, A FEDERAL SAVINGS AND LOAN
ASSOCIATION, DBA FARMERS SAVINGS BANK

ATTESTED BY:

Kathy Crozier
KATHY CROZIER
ASSISTANT SECRETARY

BY: *Ray Humphrey*
RAY HUMPHREY
ASSISTANT VICE PRESIDENT

STATE OF CALIFORNIA)
COUNTY OF YOLO)

ON SEP 25 1987 BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC
PERSONALLY APPEARED RAY HUMPHREY PROVED TO ME ON THE BASIS OF
SATISFACTORY EVIDENCE TO BE THE PERSON WHO EXECUTED THE WITHIN INSTRUMENT
AS ASSISTANT VICE PRESIDENT OF THE CORPORATION THAT EXECUTED THE WITHIN
INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE
WITHIN INSTRUMENT PURSUANT TO ITS BY-LAWS OR A RESOLUTION OF ITS BOARD OF
DIRECTORS. WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE:

Patrick Murphy
PATRICK MURPHY, NOTARY PUBLIC

04106



EXHIBIT A

JAN 11 1988

Beginning on the South line of Lot 9, Pringle Fruit Tracts, in Section 11, Township 8 South, Range 3 West of the Willamette Meridian, in Marion County, Oregon, at a point which is 335.00 feet North 89°20' West from the Southeast corner of said Lot 9; thence North 89°20' West, along said South line, 110.00 feet; thence North 0°23' East 170.00 feet; thence South 89°20' East 110.00 feet; thence South 0°23' West 170.00 feet to the place of beginning.

Together with a right of way for ingress and egress over the following described tract of land:

Beginning on the East line of Lot 9, Pringle Fruit Tracts, in Section 11, Township 8 South, Range 3 West of the Willamette Meridian, in Marion County, Oregon, at a point which is 170.00 feet N 0°23' E of the Southeast corner of said Lot; thence N 89°20' W 445.00 feet; thence N 0°23' E 30.00 feet; thence S 89°20' E 445.00 feet to a point on the East line of said Lot; thence S 0°23' W 30.00 feet to the place of beginning.

which said described real property does not exceed three acres, together with all and singular the appurtenances, tenements, hereditaments, rents, issues, profits, water rights and other rights, easements or privileges now or hereafter belonging to, derived from or in anywise appertaining to the above described premises and all claimants thereof.

STATE OF OREGON

County of Marion
I hereby certify
that the within was
received and duly
recorded by me in
Marion County
records: 1600
Fee \$
Hand Returned ☐

REEL PAGE
597 65

JAN 11 2 49 PM '88

ALAN H. JARVIS
MARION COUNTY CLERK
BY ALA DEPUTY

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That HENRY A. MEYER

hereinafter called grantor,
for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto TIMOTHY H. MEYER,
JOHN K. MEYER, Co-Trustees
hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the
tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County
of Marion, State of Oregon, described as follows, to-wit:

Beginning at the quarter section corner between Sections 10
and 11 in Township 8 South, Range 3 West of the Willamette
Meridian, Marion County, Oregon; thence South 89°26' East
18.35 chains; thence North 0°23' East 18.93 chains, to the
Southwest corner of the Donation Land Claim of Abijah Carey;
thence West 38 links; thence South 0°23' West 2.72 chains;
thence West 18.08 chains to the line between Sections 10
and 11; thence South 16.03 chains to the place of beginning,
and containing 29.77 acres of land, more or less.

The following is the notice as required by Oregon law: "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."

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ NONE

However, the actual consideration consists of or includes other property or value given or promised which is
the whole consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical
changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 18th day of October, 1979;
if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by
order of its board of directors.

Henry A. Meyer
Henry A. Meyer

(If executed by a corporation,
affix corporate seal)

STATE OF OREGON,

County of Marion } ss.
October 18th, 1979

Personally appeared the above named HENRY
A. MEYER

and acknowledged the foregoing instru-
ment to be his voluntary act and deed.

Before me: *Daniel A. Ritter*
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires 8/8/82

STATE OF OREGON, County of) ss.

Personally appeared _____ and
_____, who, being duly sworn,
each for himself and not one for the other, did say that the former is the
_____, president and that the latter is the
_____, secretary of _____

_____ a corporation,
and that the seal affixed to the foregoing instrument is the corporate seal
of said corporation and that said instrument was signed and sealed in be-
half of said corporation by authority of its board of directors; and each of
them acknowledged said instrument to be its voluntary act and deed.

Before me: _____ (OFFICIAL SEAL)
Notary Public for Oregon
My commission expires: _____

HENRY A. MEYER
4540 Pringle Road, S.E.
Salem, OR 97302

GRANTOR'S NAME AND ADDRESS

TIMOTHY H. MEYER & JOHN K. MEYER, Co-Trustees

GRANTEE'S NAME AND ADDRESS

After recording return to:
Daniel A. Ritter, PC
530 Center Street NE, Suite 700
Salem, OR 97301-3740
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.
No change.

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of) ss.

I certify that the within instru-
ment was received for record on the
_____ day of _____, 19____,
at _____ o'clock _____ M., and recorded
in book/reel/volume No. _____ on
page _____ or as document/fee/tile/
instrument/microfilm No. _____,
Record of Deeds of said county.

Witness my hand and seal of
County affixed.

NAME TITLE
By _____ Deputy

REEL:1223

PAGE: 142

February 24, 1995 , 03:41P

CONTROL #: 1223142

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: \$35.00

ALAN H DAVIDSON
COUNTY CLERK

BARGAIN AND SALE DEEDREEL PAGE
1224 737

HENRY A. MEYER, hereinafter called Grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell, and convey unto TIMOTHY H. MEYER and JOHN K. MEYER, Co-TRUSTEES, hereinafter called Grantees, and unto Grantees' successors and assigns all of that certain real property with the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, situated in the county of Marion, state of Oregon, described as follows, to wit:

Parcel 1: Beginning at the quarter section corner between Sections 10 and 11, in Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence South 89°26' East 18.35 chains; thence North 0°23' East 18.93 chains to the Southwest corner of the Donation Land Claim of Abijah Carey; thence West 38 links; thence South 0°23' West 2.72 chains; thence West 18.08 chains to the line between Sections 10 and 11; thence South 16.03 chains to the place of beginning. SAVE AND EXCEPT: Beginning on the South line of Lot 9, Pringle Fruit Tracts in Section 11, Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon, at a point which is 335.00 feet North 89°20' West from the Southeast corner of said Lot 9; thence North 89°20' West, along said South line, 110.00 feet; thence North 0°23' East 170.00 feet; thence South 89°20' East 110.00 feet; thence South 0°23' West 170.00 feet to the place of beginning.

Parcel 2: Beginning on the South line of lot 9, Pringle Fruit Tracts in Section 11, Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon, at a point which is 335.00 feet North 89°20' West from the Southeast corner of said Lot 9; thence North 89°20' West along said South line, 110.00 feet; thence North 0°23' East 170.00 feet; thence South 89°20' East 110.00 feet; thence South 0°23' West 170.00 feet to the place of beginning. Together with a right of way for ingress and egress over the following described tract of land: Beginning on the East line of Lot 9, Pringle Fruit Tracts, in Section 11, Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon, at a point which is 170.00 feet North 0°23' East of the

This deed is executed to partially fund Grantor's revocable trust, and the true and actual consideration stated in terms of dollars is NONE.

MAIL TAX STATEMENTS TO:

No change.

AFTER RECORDING RETURN TO:

✓ Daniel A. Ritter, P.C.
530 Center Street NE, Suite 700
Salem, OR 97301-3740

SE corner of said Lot; thence North 89°20' West 445.00 feet; thence North 0°23' East 30.00 feet; thence South 89°20' East 445.00 feet to a point on the East line of said Lot; thence South 0°23' West 30.00 feet to the place of beginning.

Parcel 3: Lot 23, Block 3, Georgetown, Marion County, Oregon.

To Have and to Hold the same unto the said Grantees and Grantees' successors and assigns forever.

This deed is executed to partially fund Grantor's revocable trust, and the true and actual consideration stated in terms of dollars is NONE.

The following is the notice as required by Oregon law: "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."

WITNESS Grantor's hand this 8th day of November, 1985.

Henry A. Meyer
Henry A. Meyer

STATE OF OREGON)

County of Marion)

ss.

On this 8th day of November, 1985, personally appeared the above named HENRY A. MEYER and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Daniel A. Ritter
Notary Public for Oregon

My commission expires: Aug. 8, 1986

The following is the notice as required by Oregon law: "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."

Page 2 - Bargain and Sale Deed

REEL:1224

PAGE: 737

March 06, 1995 , 04:46P

CONTROL #: 1224737

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: \$40.00

ALAN H DAVIDSON
COUNTY CLERK

RETURN AND TAX STATEMENT TO:
CITY OF SALEM
ATTN GAIL
555 LIBERTY ST SE
SALEM OR 97301

REEL PAGE
1228 121

WARRANTY DEED

Timothy H. Meyer and John K. Meyer, Co-Trustees, hereinafter called grantors, convey(s) to the CITY OF SALEM, a municipal corporation, organized and existing under and by virtue of the laws of the State of Oregon, all that real property situated in Marion County, State of Oregon, described as follows:

Beginning at the most Southerly Southeast corner of "Georgetown" a duly recorded subdivision in Marion County Oregon, and being located in Section 11, Township 8 South, Range 3 West of the Willamette Meridian in said County and State;

thence North 01°00'59" East 71.15 feet along the Easterly line of said Georgetown to a point on the Southerly right-of-way line of County Road No. 839 (commonly known as Pringle Road S.E.);
thence South 55°55'29" East 29.87 feet along said right-of-way to a point on the West line of R.M. Tone subdivision, a duly recorded subdivision within said County and State;
thence South 00°23'15" East 239.30 feet along said West line to a point;
thence South 89°36'45" West to a point 5.00 feet from said West line if measured perpendicular thereto;
thence North 00°23'15" West 185.17 feet parallel with said West line to a point which is North 89°17'45" East 19.33 feet from the point of beginning;
thence South 89°17'45" West 19.33 feet to the point of beginning.

Containing 2,458 square feet or 0.056 Acres of land more or less.

and covenant(s) that grantors are the owner of the above-described property free of all encumbrances except General Exceptions and Special Exceptions as noted on* and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$1,695.00.

"This instrument will not allow use of the property described in this instrument in violation of applicable land use laws. 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 uses."

* report number 226350 Dated February 27th, 1995.

WARRANTY DEED - Page 1
eng00064/eng9/dev01689

Dated this 8th day of March, 1995.

STATE OF OREGON)
) ss.
 County of MARION)

On this 8th day of March, 1995, before me personally appeared Timothy H. and John K. Meyer proved to me on the basis of satisfactory evidence to be the person who signed the within instrument in my presence.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year above written.



Gail Cleary Harbert
 Notary Public for Oregon
 My Commission Expires: January 10, 1998

APPROVED:

By: *Harold L. Shurtz*
 Public Works Department

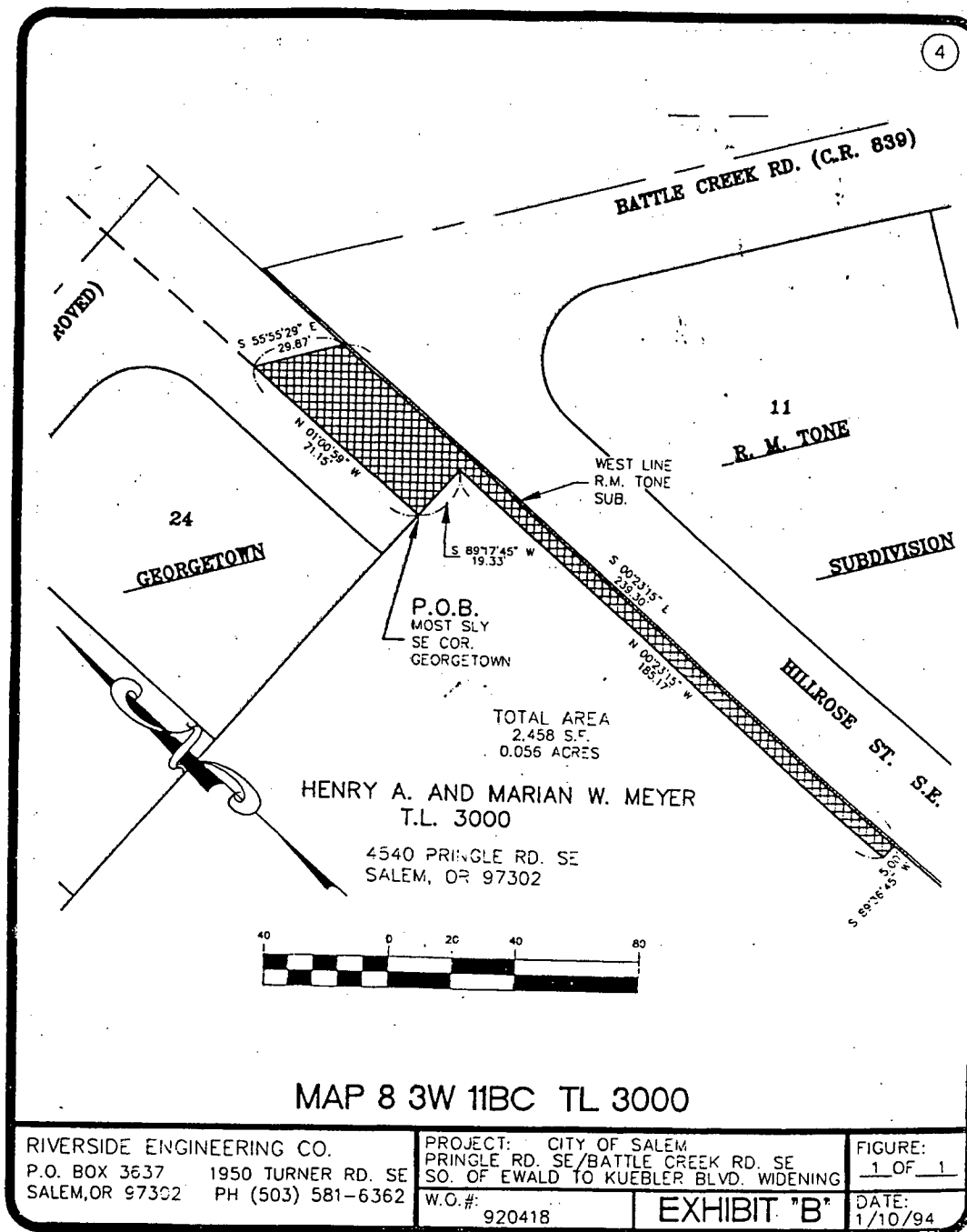
APPROVED AS TO FORM:

Steve D. Sorenson
 City Attorney

Checked By: *Harold L. Shurtz*
 Project Number: 920418
 February 10, 1994

WARRANTY DEED - Page 2

eng00064/eng9/day01689



REEL:1228

PAGE: 121

March 24, 1995 , 03:09P

CONTROL #: 1228121

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: \$45.00

ALAN H DAVIDSON
COUNTY CLERK

PROPERTY LINE ADJUSTMENT

GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

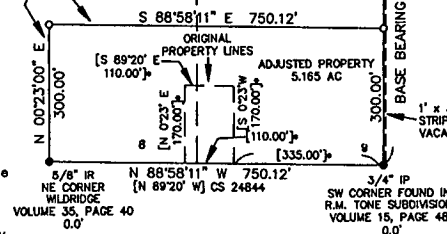
MONUMENT NOTES

1. All monuments found were erect, in good condition and useable unless otherwise noted.
2. 0.0' indicates the found monument relationship to the surface level; + = above, - = below.
3. * Indicates record from CS 24844.



PRINGLE FRUIT TRACTS
VOLUME 9
PAGE 138
(REEL 1224, PAGE 737)

ADJUSTED PROPERTY LINES



R.M. TONE
VOLUME 15, PAGE 48

NARRATIVE:

The purpose of this map and survey was to monument Property Line Adjustment, LLA 95-9 by City of Salem Planning Division for Parcel 2, as recorded in Reel 1224, Page 737, Marion County Records, Marion County, Oregon, as shown hereon. Basis of bearing was obtained from deed recorded in Reel 1224, Page 737, Marion County Records, Marion County, Oregon. Monumentation was obtained from the survey and map of R.M. TONE SUBDIVISION, as recorded in Volume 15, Page 48, Book of Town Plats, Marion County, Oregon and WILDRIDGE, as recorded in Volume 35, Page 40, Book of Town Plats, Marion County, Oregon. Monuments were set using lines formed by the found monuments for control and at computed position from the approved design. Other information used for reference was County Assessors maps & data. Equipment used for this radial survey was a Topcon ET-1 Total Station.

RECEIVED 02/13/1996 BY
MARION COUNTY SURVEYOR.
APPROVED FOR FILING
ON 03/06/1996
FILE# 33941

"This map does not guarantee that any particular use may be made of the property illustrated hereon. parties should check with the appropriate city or county planning department to verify approved uses."

DRAWING NO.: 95287	PREPARED FOR AND AT THE REQUEST OF	JOB NO. 95-287
DATE: DEC. 4, 1996	JAMES MEYER	SCALE 1" = 200'
REGISTERED PROFESSIONAL LAND SURVEYOR	LIABILITY FOR THIS SURVEY IS EXPRESSLY LIMITED TO SAID PERSON OR PERSONS.	CHECKED BY: R.M.
<i>R.M. TONE</i>	LOCATION:	DRAWN BY: D.G.B.
OREGON JUL 13, 1979	A PORTION OF LOTS 8 & 9 PRINGLE FRUIT TRACTS	LEGEND
RICHARD W. MONTGOMERY 1831	NW 1/4 SEC. 11, T. 8 S., R. 3 W., W.M. CITY OF SALEM, MARION COUNTY, OREGON	IR=IRON ROD LP=IRON PIPE TL=TAX LOT CH=CHAIN=66' C.S.=COUNTY SURVEY NO. C.M.=COUNTY/CITY MONUMENT Y.P.C.=YELLOW PLASTIC CAP M=MEASURED COURSE P=PLAT COURSE C=COMPUTED COURSE ()=DEED RECORD []=SURVEY RECORD
EXPIRES: 12/31/98	LAND MARKERS, INC. 1950 TURNER RD. S.E. P.O. BOX 15080 SALEM, OREGON 97302 PHONE 581-0011	* MONUMENT FOUND AS NOTED * GOVERNMENT MON. FOUND O 5/8"x30" IRON ROD SET & Y.P.C. MARKED "LAND MARKERS 1831", EXCEPT AS NOTED.

DEED

TIMOTHY H. MEYER and JOHN K. MEYER, CO-TRUSTEES OF THE HENRY A. MEYER REVOCABLE LIVING TRUST, hereinafter called the Grantor, conveys to TIMOTHY H. MEYER and JOHN K. MEYER, CO-TRUSTEES OF THE HENRY A. MEYER REVOCABLE LIVING TRUST, hereinafter called the Grantee, the following described real property, free of encumbrances except as specifically set forth herein:

This deed is executed to reflect a lot line adjustment, and the true and actual consideration stated in terms of dollars is NONE.

The real property is situated in the county of Marion, and state of Oregon, and is described as follows, to wit:

Parcel 1. Beginning at the quarter section corner between Sections 10 and 11, in Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence South 89°26' East 18.35 chains; thence North 0°23' East 18.93 chains to the Southwest corner of the Donation Land Claim of Abijah Carey; thence West 38 links; thence South 0°23' West 2.72 chains; thence West 18.08 chains to the line between Sections 10 and 11; thence South 16.03 chains to the place of beginning.

SAVE AND-EXCEPT: Beginning at the Southeast corner of Lot 9, Pringle Fruit Tracts in Section 11, Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence North 88°58'11" West 750.12 feet to the Northeast corner of Wildridge; thence North 00°23' East parallel with the East line of said Lot 300.00 feet; thence South 88°58'11" East parallel with the South line of said Lot 750.12 feet to the East line thereof; thence South 00°23' West 300.00 feet to the point of beginning.

Parcel 2. Beginning at the Southeast corner of Lot 9, Pringle Fruit Tracts in Section 11, Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence North 88°58'11" West 750.12 feet to the Northeast corner of Wildridge; thence North 00°23' East parallel with the East line of said Lot 300.00 feet; thence South 88°58'11" East parallel with the South line of said Lot 750.12 feet to the East line thereof; thence South 00°23' West 300.00 feet to the point of beginning.

Grantor covenants that Grantor is seized of an indefeasible estate in the real property described above in fee simple, that Grantor has the right to convey the property, that the property is free from encumbrances except as specifically set forth herein, and that Grantor warrants and will defend the title to the property against all persons who may lawfully claim the same by, through, or under Grantor, provided that the foregoing covenants are limited to the extent of coverage available to Grantor under any applicable standard or extended policies of title insurance, it being the intention of the Grantor to preserve any existing title insurance coverage.

MAIL TAX STATEMENTS TO:
No Change

✓ AFTER RECORDING RETURN TO:
Daniel A. Kitter, P.C.
530 Center Street NE, Suite 700
Salem, OR 97301-3740

Page 1 - Deed
SPM170200

JUL 31, 1996

The following is the notice as required by Oregon law: "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."

The foregoing language is included for the purpose of compliance with Oregon statutory requirements only and is not intended to affect the rights and obligations of the parties to this transaction.

In construing this deed and where the context so requires, the singular includes the plural.

WITNESS Grantor's hand this 31 day of June, 1996.

Timothy H. Meyer
Timothy H. Meyer, Co-Trustee of the
Henry A. Meyer Revocable Living Trust

John K. Meyer
John K. Meyer, Co-Trustee of the
Henry A. Meyer Revocable Living Trust

STATE OF OREGON

County of Marion

On this 31 day of July, 1996, personally appeared the above-named TIMOTHY H. MEYER, Co-Trustee of the HENRY A. MEYER REVOCABLE LIVING TRUST, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



Shielia J. Davis
Notary Public for Oregon
My commission expires:

County of Clackamas

On this 5th day of June, 1996, personally appeared before me the above named JOHN K. MEYER and acknowledged the foregoing instrument to be his voluntary act and deed.



Margit Lantos
Notary Public for Oregon
My Commission Expires: Oct. 22, 1999

Page 2 - Deed
577411 BLDSD

JUL 31, 1996

REEL:1329

PAGE: 308

July 31, 1996 , 03:41P

CONTROL #: 1329308

**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: \$40.00

**ALAN H DAVIDSON
COUNTY CLERK**

JUL 31, 1996

PROPERTY LINE ADJUSTMENT

GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

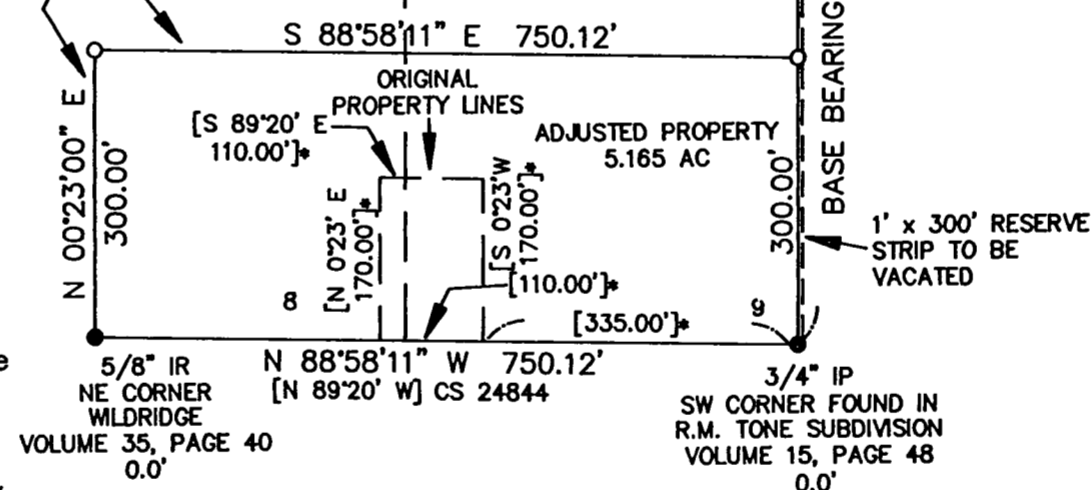
MONUMENT NOTES

1. All monuments found were erect, in good condition and useable unless otherwise noted.
2. 0.0' indicates the found monument relationship to the surface level; + = above, - = below.
3. * indicates record from CS 24844.



PRINGLE FRUIT TRACTS
VOLUME 9
PAGE 138
(REEL 1224, PAGE 737)

ADJUSTED
PROPERTY LINES



R.M. TONE
VOLUME 15, PAGE 48

NARRATIVE:

The purpose of this map and survey was to monument Property Line Adjustment, LLA 95-9 by City of Salem Planning Division for Parcel 2, as recorded in Reel 1224, Page 737, Marion County Records, Marion County, Oregon, as shown hereon. Basis of bearing was obtained from deed recorded in Reel 1224, Page 737, Marion County Records, Marion County, Oregon. Monumentation was obtained from the survey and map of R.M. TONE SUBDIVISION, as recorded in Volume 15, Page 48, Book of Town Plats, Marion County, Oregon and WILDRIDGE, as recorded in Volume 35, Page 40, Book of Town Plats, Marion County, Oregon. Monuments were set using lines formed by the found monuments for control and at computed position from the approved design. Other information used for reference was County Assessors maps & data. Equipment used for this radial survey was a Topcon ET-1 Total Station.

RECEIVED 02/13/1996 BY
MARION COUNTY SURVEYOR.
APPROVED FOR FILING
ON 03/06/1996
FILE# 33941

"This map does not guarantee that any particular use may be made of the property illustrated hereon. parties should check with the appropriate city or county planning department to verify approved uses."

DRAWING NO.: 95287	PREPARED FOR AND AT THE REQUEST OF	JOB NO. 95-287
DATE: DEC. 4, 1996	JAMES MEYER	SCALE 1" = 200'
<p>REGISTERED PROFESSIONAL LAND SURVEYOR</p> <p>OREGON JULY 13, 1979 RICHARD W. MONTGOMERY 1831</p> <p>EXPIRES: 12/31/96</p>	<p>LIABILITY FOR THIS SURVEY IS EXPRESSLY LIMITED TO SAID PERSON OR PERSONS.</p> <p>LOCATION:</p> <p>A PORTION OF LOTS 8 & 9 PRINGLE FRUIT TRACTS</p> <p>NW 1/4 SEC. 11, T. 8 S., R. 3 W., W.M. CITY OF SALEM, MARION COUNTY, OREGON</p>	<p>CHECKED BY: N.R.H.</p> <p>DRAWN BY: D.G.B.</p> <p>LEGEND</p> <p>I.R.=IRON ROD I.P.=IRON PIPE TL=TAX LOT CH=CHAIN=66' C.S.=COUNTY SURVEY NO. C.M.=COUNTY/CITY MONUMENT Y.P.C.=YELLOW PLASTIC CAP M=MEASURED COURSE P=PLAT COURSE C=COMPUTED COURSE ()=DEED RECORD []=SURVEY RECORD ● MONUMENT FOUND AS NOTED ◎ GOVERNMENT MON. FOUND ○ 5/8"x30" IRON ROD SET & Y.P.C. MARKED "LAND MARKERS 1831", EXCEPT AS NOTED.</p>
	<p>LAND MARKERS, INC.</p> <p>1950 TURNER RD. SE. P.O. BOX 15090 SALEM, OREGON 97302 PHONE 581-0911</p>	