



1433 SW 6th Avenue
Portland, OR 97201
Phone: (503)646-4444 / Fax: (503)219-9984

TITLE PLANT RECORDS REPORT

Report of Requested Information from Title Plant Records

Saalfeld Griggs
250 Church Street SE, Ste 200
Salem, OR 97301

Customer Ref.: 23583-31454
Order No.: 471821108013
Effective Date: June 4, 2021 at 08:00 AM
Fee(s): \$400.00

The information contained in this report is furnished by Ticor 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 IS NOT TITLE INSURANCE NOR IS IT A PRELIMINARY TITLE REPORT OR A COMMITMENT FOR TITLE INSURANCE. No examination has been made of the Company's records, other than as specifically set forth herein. 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 ("THE REPORT") IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT

County and Time Period

This report is based on a search of the Company's title plant records for County of Marion, State of Oregon, for the time period **from January 1, 1950 through June 4, 2021** (with the through date being "the Effective Date").

Ownership and Property Description

The Company reports the following, as of the Effective date and with respect to the following described property ("the Property"):

Owner. The apparent vested owner of the Property is:

Salem-Keizer School District 24J

Premises. The Property is:

(a) Street Address:

4000 Deerhaven Drive NE, Salem, OR 97301

(b) Legal Description:

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

Encumbrances

THE FOLLOWING LIST OF ENCUMBRANCES (CHECK THE APPLICABLE BOX):

☒ **INCLUDES CONVEYANCES FROM January 1, 1950 through June 4, 2021**

1. Warranty Deed

Grantor: Certified Securities, Inc.
Grantee: Eva C. Johnson, a widow
Recording Date: May 7, 1943
Recording No: [Volume 283, Page 583](#)

Includes additional property

2. Warranty Deed

Grantor: Certified Securities, Inc.
Grantee: Eva C. Johnson, a widow
Recording Date: December 22, 1944
Recording No: [Volume 313, Page 659](#)

Includes other property

3. Warranty Deed

Grantor: Eva C. Johnson, a widow
Grantee: Otto A. Klett
Recording Date: June 27, 1946
Recording No: [Volume 349, Page 421](#)

Affects a portion and includes other property

4. Deed

Grantor: Andrew T. Klett, sometimes known as Andrew E. Klett and Andrew Klett, unmarried
Grantee: Edith Myrlen Peirne
Recording Date: May 31, 1950
Recording No: [Volume 416, Page 557](#)

Affects a portion and includes other property

5. Bargain and Sale Deed

Grantor: Della Hayden, one of the heirs at law, devisees and legatees of Eva C. Johnson, deceased
Grantee: Alma I. Malstrom
Recording Date: January 24, 1967
Recording No: [Volume 626, Page 810](#)

Affects a portion and includes other property

6. Bargain and Sale Deed

Grantor: William E. Johnson, one of the heirs at law, devisees and legatees of Eva C. Johnson, deceased
Grantee: Alma I. Malstrom
Recording Date: January 24, 1967
Recording No: [Volume 626, Page 811](#)

Affects a portion and includes other property

7. Bargain and Sale Deed

Grantor: Willard E. Johnson, one of the heirs at law, devisees and legatees of Eva C. Johnson, deceased and Florence Johnson, his wife
Grantee: Alma I. Malstrom
Recording Date: January 24, 1967
Recording No: [Volume 626, Page 812](#)

Affects a portion and includes other property

8. Bargain and Sale Deed

Grantor: Alice Mathney, one of the heirs at law, devisees and legatees of Eva C. Johnson, deceased
Grantee: Alma I. Malstrom
Recording Date: January 24, 1967
Recording No: [Volume 626, Page 813](#)

Affects a portion and includes other property

9. Bargain and Sale Deed

Grantor: Eldon Johnson, one of the heirs at law, devisees and legatees of Eva C. Johnson, deceased
Grantee: Alma I. Malstrom
Recording Date: January 24, 1967
Recording No: [Volume 626, Page 814](#)

Affects a portion and includes other property

10. Bargain and Sale Deed

Grantor: Vivian Pencin, one of the heirs at law, devisees and legatees of Eva C. Johnson, deceased and Edmund M. Pencin, her husband
Grantee: Alma I. Malstrom
Recording Date: January 24, 1967
Recording No: [Volume 626, Page 815](#)

Affects a portion and includes other property

11. Bargain and Sale Deed

Grantor: Lois Renter, one of the heirs at law, devisees and legatees of Eva C. Johnson,
deceased and Willard G. Renter, her husband
Grantee: Alma I. Malstrom
Recording Date: January 24, 1967
Recording No: [Volume 626, Page 817](#)

Affects a portion and includes other property

12. Contract of Sale

Seller: First National Bank of Oregon, Trustee
Buyer: Ronald E. Moser
Recording Date: December 29, 1976
Recording No: [Reel 67, Page 224](#)

Affects a portion and includes other property

13. Memorandum of Contract

Seller: Alma T. Malstrom
Buyer: Ronald E. Moser
Recording Date: December 30, 1976
Recording No: [Reel 67, Page 650](#)

Affects a portion and includes other property

14. Bargain and Sale Deed

Grantor: First National Bank of Oregon, Trustee
Grantee: Ronald E. Moser
Recording Date: February 20, 1980
Recording No: [Reel 202, Page 916](#)

Affects a portion and includes other property

15. Warranty Deed

Grantor: Alma I. Malstrom, a single person
Grantee: Ronald E. Moser
Recording Date: April 30, 1982
Recording No: [Reel 279, Page 1883](#)

Affects a portion and includes other property

16. Bargain and Sale Deed

Grantor: Ronald E. Moser, an estate in fee simple
Grantee: Ronald E. Moser, an estate in fee simple
Recording Date: March 22, 2000
Recording No: [Reel 1691, Page 563](#)

17. Warranty Deed

Grantor: Ronald E. Moser, an estate in fee simple
Grantee: Salem-Keizer School District 24J
Recording Date: May 26, 2000
Recording No: [Reel 1692, Page 558](#)

End of Reported Information

There will be additional charges for additional information or copies. For questions or additional requests, contact:

Tina Turner
503-385-4946
FAX 503-469-4198
Tina.Turner@titlegroup.fntg.com

Ticor Title Company of Oregon
1433 SW 6th Avenue
Portland, OR 97201

EXHIBIT "A"
Legal Description

A tract of land situated in Section 12, Township 7 South, Range 3 West of the Willamette Meridian, in the City of Salem, County of Marion, State of Oregon, more particularly described as follows:

Beginning at an iron rod marking the Northwest corner of Lot 16, Block 2, DEER HAVEN ESTATES, as said subdivision is platted and recorded in Volume 34, Page 36, Book of Town Plats, which point bears North 00°03'45" West 110.98 feet and North 89°06'42" West 807.38 feet from a county monument marking the Northeast corner of the Samuel Walker Donation Land Claim No. 39 in Section 12, Township 7 South, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence South 01°02'44" West, along the West line of said Lot 16, a distance of 10.07 feet to a point on the North line of that tract of land described in instrument recorded in Reel 223, Page 1312, Marion County Deed Records; thence North 89°02'46" West, along said North line, a distance of 134.09 feet to an iron pipe marking the most Westerly Southwest corner of Parcel 1 as described in Reel 202, Page 916, Marion County Deed Records; thence North 34°41'10" East, along the Westerly line of said Parcel 1 and the Northeasterly extension thereof, a distance of 229.73 feet to an iron pipe marking the Northeast corner of a tract of land conveyed to Mathias J. Lentsch, et ux, by deed recorded in Volume 442, Page 233, Marion County Deed Records; thence North 08°29'36" East 323.20 feet; thence North 81°54'39" West 209.32 feet to a point on the Easterly right-of-way line of Portland Road; thence Northeasterly, along said right-of-way line, on the arc of spiral curve to the left (the chord of which bears North 33°03'49" East 11.03 feet) a distance of 11.03 feet to a point on the Northerly line of that tract of land conveyed to Eva C. Johnson by deed recorded in Volume 283, Page 583, Marion County Deed Records; thence South 81°54'39" East, along the Northerly line of said Johnson tract, a distance of 536.15 feet to an iron rod marking the Northeast corner thereof; thence South 82°10'45" East, along the Northerly line of that tract of land described in Volume 283, Page 583, Marion County Deed Records, a distance of 187.36 feet to a point on the Westerly line of Lot 9, Block 1, of said DEER HAVEN ESTATES; thence along the Westerly boundary of said subdivision as follows: South 00°09'17" West 60.25 feet; thence South 54°08'47" West 40.25 feet; thence South 26°41'19" West 33.55 feet; thence South 09°05'25" West 50.64 feet; thence South 03°29'09" West 242.70 feet to the Southwest corner of Lot 13 of said Block 1; thence South 89°06'42" East 6.97 feet to the most Northerly corner of Lot 16 of said Block 1; thence South 00°53'18" West 40.00 feet to the Northeast corner of Lot 17 of said Block 1; thence North 89°06'42" West, along the North line of said Lot 17 and the Westerly extension thereof, a distance of 495.22 feet to the Point of Beginning.

LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.

CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, CUSTOMER UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:

ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, **SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.**

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.

THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY

WARRANTY DEED

RONALD E MOSER, an estate in fee simple,
Grantor(s) hereby grant, bargain, sell, warrant and convey to:
SALEM-KEIZER SCHOOL DISTRICT 24J,
Grantee(s) and grantee's heirs, successors and assigns the following described
real property, free of encumbrances except as specifically set forth herein in
the County of MARION and State of Oregon, to wit:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

SUBJECT TO: all those items of record and those apparent upon the land, if
any, as of the date of this deed and those shown below, if any:
and the grantor will warrant and forever defend the said premises and every
part and parcel thereof against the lawful claims and demands of all persons
whomsoever, except those claiming under the above described encumbrances.

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 true and actual consideration for this conveyance is 600,000.00.

Until a change is requested, all tax statements shall be sent to Grantee at the
following address: 3630 STATE ST. SALEM, OR 97301

Dated this 23 day of May, 2000.

Ronald E. Moser
RONALD E MOSER

State of Oregon
County of MARION

This instrument was acknowledged before me on May 23, 2000 by
RONALD E. MOSER.



Stephanie M. Moore
(Notary Public for Oregon)
My commission expires 3-19-2002

ESCROW NO. 01-102333

Return to:
SALEM-KEIZER SCHOOL DISTRICT 24J
3630 STATE ST
SALEM, OR 97301

MAY 26 2000

AmeriTitle

678804/102333

Exhibit 'A'

Beginning at an iron rod marking the Northwest corner of Lot 16, Block 2, DEER HAVEN ESTATES, as said subdivision is platted and recorded in Volume 34, Page 36, Book of Town Plats, which point bears North $00^{\circ}03'45''$ West, 110.98 feet and North $89^{\circ}06'42''$ West, 807.38 feet from a county monument marking the Northeast corner of the Samuel Walker Donation Land Claim No. 39, in Section 12, Township 7 south, Range 3 West of the Willamette Meridian in Marion County, Oregon; thence South $01^{\circ}02'44''$ West along the West line of said Lot 16, a distance of 10.07 feet to a point on the North line of that tract of land described in instrument recorded in Reel 223, Page 1312, Deed Records; thence North $89^{\circ}02'46''$ West along said North line, a distance of 134.09 feet to an iron pipe marking the most westerly Southwest corner of Parcel 1, as described in Reel 202, Page 916, Deed Records; thence North $34^{\circ}41'10''$ East along the westerly line of said Parcel 1 and the northeasterly extension thereof, a distance of 229.73 feet to an iron pipe marking the Northeast corner of a tract of land conveyed to Mathias J. Lentsch, et ux, by deed recorded in Volume 442, Page 233, Deed Records; thence North $8^{\circ}29'36''$ East, 323.20 feet; thence North $81^{\circ}54'39''$ West, 209.32 feet to a point on the easterly right-of-way line of Portland Road; thence Northeasterly along said right-of-way line on the arc of spiral curve to the left (the chord of which bears North $33^{\circ}03'49''$ East 11.03 feet) a distance of 11.03 feet to a point on the northerly line of that tract of land conveyed to Eva C. Johnson by deed recorded in Volume 283, Page 583, Deed Records; thence South $81^{\circ}54'39''$ East along the Northerly line of said Johnson tract, a distance of 536.15 feet to an iron rod marking the Northeast corner thereof; thence South $82^{\circ}10'45''$ East along the northerly line of that tract of land described in Volume 283, Page 583, Deed Records, a distance of 187.36 feet to a point on the westerly line of Lot 9, Block 1, of said DEER HAVEN ESTATES; thence along the westerly boundary of said subdivision as follows: South $00^{\circ}09'17''$ West, 60.25 feet; thence South $54^{\circ}08'47''$ West, 40.25 feet; thence South $26^{\circ}41'19''$ West, 33.55 feet; thence South $09^{\circ}05'25''$ West, 50.64 feet; thence South $03^{\circ}29'09''$ West, 242.70 feet to the Southwest corner of Lot 13 of said Block 1; thence South $89^{\circ}06'42''$ East, 6.97 feet to the most northerly corner of Lot 16, of said Block 1; thence South $00^{\circ}53'18''$ West, 40.00 feet to the Northeast corner of Lot 17, of said Block 1; thence North $89^{\circ}06'42''$ West along the North line of said Lot 17 and the westerly extension thereof, a distance of 495.22 feet to the point of beginning.

MAY 26 2001

REEL:1692

PAGE: 558

May 26, 2000, 11:03 am.

CONTROL #: 10797

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: \$ 31.00

ALAN H DAVIDSON
COUNTY CLERK

THIS IS NOT AN INVOICE.

MAY 26 2000