



1433 SW 6th Avenue
(503)646-4444

OWNERSHIP AND ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS
Informational Report of Ownership and Monetary and Non-Monetary Encumbrances

To ("Customer"): Saalfeld Griggs
250 Church Street SE, Ste 200
Salem, OR 97301

Customer Ref.: 23583-31459-SH
Order No.: 471822116494
Effective Date: February 22, 2022 at 08:00 AM
Charge: \$300.00

The information contained in this report is furnished by Ticor Title Company of Oregon (the "Company") as a real property information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE OR A PRELIMINARY TITLE REPORT FOR, OR COMMITMENT FOR, TITLE INSURANCE. No examination has been made of the title to the herein described property, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the charge or the actual loss, and the Company will have no greater liability by reason of this report. THIS REPORT IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT.

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

Owner. [The apparent vested owner](#) of property ("the Property") as of the Effective Date is:

Salem-Keizer School District 24J, also known as Salem Heights Elementary School, which acquired title as School District No. 128 and acquired title as School District 24, C.J., and also acquired title as School District 24J

Premises. The Property is:

(a) Street Address:

365 Madrona Avenue S, Salem, OR 97302

(b) Legal Description:

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

Part Two - Encumbrances

Encumbrances. As of the Effective Date, the Property appears subject to the following monetary and non-monetary encumbrances of record, not necessarily listed in order of priority, including liens specific to the subject property and general index liens (liens that are not property specific but affect any real property of the named person in the same county):

EXCEPTIONS

1. The subject property is under public, charitable, fraternal, or religious organization ownership and is exempt from ad valorem taxation. Any change in ownership prior to delivery of the assessment roll may result in tax liability.

[Tax Account No.: 572761](#) and 572762
Map No.: 083W03BC05500 and 083W03BC05600
2. City Liens, if any, in favor of the City of Keizer.
3. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads and highways.
4. Please be advised that our search did not disclose any open Deeds of Trust of record.

End of Reported Information

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

Sarah Cutler
503-646-4444
sarah.cutler@titlegroup.fntg.com

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

EXHIBIT "A"
Legal Description

Parcel 1:

Beginning at the Southwest corner of Lot 27, EWALD FRUIT FARMS, in Marion County, Oregon and running thence North along the West line 150 feet; thence East parallel with the South line 68.52 feet; thence South parallel with the West line 150 feet to the South line of said Lot; thence West 68.52 feet to the place of beginning.

EXCEPTING THEREFROM: that portion conveyed to Marion County, Oregon by instrument dated February 19, 1963, recorded March 21, 1963, in Volume 570, Page 171, Deed Records for Marion County, Oregon.

Parcel 2:

Beginning on the West line of Lot 27, EWALD FRUIT FARMS, in Township 8 South, Range 3 West of the Willamette Meridian, Marion County, Oregon, at a point which is 150.00 feet North from the Southwest corner thereof; thence North along the West line of said Lot 3.00 feet; thence East parallel with the South line of said Lot 68.52 feet; thence South parallel with the West line of said Lot 3.00 feet; thence West parallel with the South line of said Lot 68.52 feet to the place 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

OK

SPECIAL WARRANTY DEED—STATUTORY FORM

(INDIVIDUAL GRANTOR)

GENA K. NORTHROP

Grantor,

Grantee,

conveys and specially warrants to SCHOOL DISTRICT 24J, MARION COUNTY, OREGON, the following described real property free of encumbrances created or suffered by the Grantor except as specifically set forth herein, situated in Marion County, Oregon to-wit:

Beginning at the Southwest corner of Lot 27, Ewald Fruit Farms in Marion County, Oregon and running thence North along the West line 150 feet; thence East parallel with the South line 68.52 feet; thence South parallel with the West line 150 feet to the South line of said Lot; thence West 68.52 feet to the place of beginning.

ALSO: Beginning on the West line of Lot 27, Ewald Fruit Farms in Township 8 South, Range 3 West of the Willamette Meridian in Marion County, Oregon, at a point which is 150.00 feet North from the Southwest corner thereof; thence North along the West line of said (see reverse side)

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

The said property is free of all encumbrances created or suffered by the Grantor except

The rights of the public in and to that portion of the above property lying within the limits of roads and roadways.

The true consideration for this conveyance is \$35,000.00. (Here comply with the requirements of ORS 93.030) in the form of cash.

Dated this 26 day of September, 1986.

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.

GENA K. NORTHROP

STATE OF OREGON, County of

Personally appeared the above named

GENA K. NORTHROP

, 1986

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

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon—My commission expires: 12-12-86

SPECIAL WARRANTY DEED

Gena K. Northrop

Salem School District

GRANTOR

24J, P. O. Box 12025

GRANTEE

Salem, Oregon, 97309

GRANTEE'S ADDRESS ZIP

After recording return to:

Mr. Gerald W. Brock

Salem School District 24J

P. O. Box 12024

Salem, Oregon 97309

NAME, ADDRESS, ZIP

Until a change is requested, all tax statements shall be sent to the following address:

Mr. Gerald W. Brock

Salem School District 24J

P. O. Box 12024

Salem, Oregon 97309

NAME ADDRESS, ZIP

STATE OF OREGON,

County of

} ss.

I certify that the within instrument was received for record on the day of , 19

at o'clock M., and recorded in book/reel/volume No. on page or as fee/file/instrument/microfilm/reception No. Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME

TITLE

By Deputy

SPACE RESERVED
FOR
RECORDER'S USE

5/27 Ewald J4

(CONTINUATION OF PROPERTY DESCRIPTION)

Lot, 3.00 feet; thence East parallel with the South line of said Lot 68.52 feet; thence South parallel with the West line of said Lot 3.00 feet; thence West parallel with the South line of said Lot 68.52 feet to the place of beginning.

SAVE AND EXCEPT that portion conveyed to Marion County, Oregon by instrument dated February 19, 1963, recorded March 21, 1963, in Book 570, Page 171, Deed Records for Marion County, Oregon.

RECORDED
21 SEP 10 AM 2:12
PHYS. UNIT
CLERK/230

STATE OF OREGON

County of Marion

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

Fee \$ 1900

Hand Returned ☐

REEL PAGE
492 10

SEP 29 12 10 PM '86

ALAN H. DAVIDSON
MARION COUNTY CLERK

BY 8 DEPUTY

