



**Fidelity National Title®**  
Company of Oregon

1433 SW 6th Ave  
Portland, OR 97201  
Phone: (503)646-4444 / Fax: (877)334-2996

## **TITLE PLANT RECORDS REPORT**

### **Report of Requested Information from Title Plant Records**

LEI Engineering & Surveying of Oregon  
2564 19th Street SE  
Salem, OR 97302

**Customer Ref.:** 3697 Croisan Cr Rd S  
**Order No.:** 60222111926  
**Effective Date:** November 5, 2021 at 08:00 AM  
**Fee(s):** \$25.00

The information contained in this report is furnished by Fidelity National 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 May 26, 1948 through February 11, 2022** (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:

Zsuzsanna E. Palagyi

**Premises.** The Property is:

**(a) Street Address:**

3697 Croisan Creek Road S, Salem, OR 97302

**(b) Legal Description:**

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

#### **Encumbrances**

***[If no information appears in this section, the section is intentionally omitted.]***

#### **General Index Liens against Named Party**

***[If no information appears in this section, the section is intentionally omitted.]***

**Recorded Documents**

For the above stated county and time period, the Company reports the following types of recordings that relate to the Property:

**a. Types of recordings:** Deeds

**b. List of recordings:**

Warranty Deed

Grantor: Lottie M. Jones, single, also known as Charlotte M. Jones  
Grantee: Addison W. Lane and Gladys A. Lane  
Recording Date: May 26, 1948  
Recording No: Vol. 388, Page 629  
(Affects Northerly portion of Property)

Warranty Deed

Grantor: Charlotte M. Jones, unmarried (Also known as Charlotte G. Jones)  
Grantee: Addison W. Lane and Gladys A. Lane  
Recording Date: May 21, 1957  
Recording No: Vol. 500, Page 241  
(Affects Southerly portion of Lot)

Certificate of Death for Gladys A. Lane Recorded July 28, 1980 in Reel 220, Page 640

Bargain and Sale Deed

Grantor: Addison W. Lane, surviving spouse of Gladys A. Lane  
Grantee: Addison W. Lane and Addyse Lane-Palagyi  
Recording Date: July 28, 1980  
Recording No: Reel 220, Page 642

Death Certificate for Addison Winchester Lane Recorded June 30, 1987 Reel 557,  
Page 387

Warranty Deed

Grantor: Addyse Lane-Palagyi  
Grantee: Addyse Lane Palagyi, Sole Trustee, or her successors in Trust, under the  
Addyse Lane Palagyi Living Trust dated December 15, 1995  
Recording Date: January 8, 1996  
Recording No: Reel 1283, Page 100

Oregon Quit Claim Deed

Grantor: Addyse Lane Palagyi Living Trust Co-Trustees Istvan A. Palagyi, Sandor D.  
Palagyi & Zsuzsanna E. Palagyi  
Grantee: Zsuzsanna E. Palagyi  
Recording Date: July 1, 2019  
Recording No: Reel 4214, Page 351

Fidelity National Title Company of Oregon  
Order No. 60222111926

**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  
FAX  
sarah.cutler@titlegroup.fntg.com

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## **EXHIBIT "A"**

### Legal Description

Beginning at an iron pipe in the center of the 40.00 foot County Road leading Southerly along the East side of the Henry Croisan Donation Land Claim No. 48, said iron pipe being North 07°33' East 1684.12 feet from the Southeast corner of said Henry Croisan Donation Land Claim in Section 5, Township 8 South, Range 3 West of the Willamette Meridian, in Marion County, Oregon; running thence North 82°27' West at right angles to said Road 924.00 feet to an iron pipe; thence North 07°33' East parallel with said Road 117.84 feet to an iron pipe; thence South 82°27' East parallel with the South line 924.00 feet to an iron bolt in the center of said Road; thence South 07°33' West along the center line of said Road and said East line 117.84 feet to the Place of Beginning and being situated in Section 5, Township 8 South, range 3 West of the Willamette Meridian, in Marion County, Oregon.

ALSO:

Beginning at a point in the center of Croisan Creek Road which is North 07°33' East 1636.98 feet from the Southeast corner of Henry Croisan Donation Land Claim No. 48, in Section 5, Township 8 South, Range 3 West of the Willamette Meridian, in Marion County, Oregon; running thence North 82°27' West 924.00 feet to an iron pipe; thence North 07°33' East 47.14 feet to an iron pipe; thence South 82°27' East 924.00 feet to an iron bolt in the center of said Road; thence South 07°33' West 47.14 feet to the Place of Beginning.

EXCEPTING THEREFROM the Easterly 20.00 feet which is used for roadway purposes.

**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