



**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

Fidelity National Title Company of Oregon  
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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

## Preliminary Report

Fidelity National Title - Oregon

File No.: 60222201273

## Introducing LiveLOOK

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**Fidelity National Title**

File No.: 60222201273

APR 2, 2018 AT 1:00 A.M.

**SUMMARY**

**VESTING:** Sam Sutter and Tessa Sutter, Husband and wife as joint tenants

**ADDRESS:** 12345 Main Street, Redwood, California

**FORM OF POLICY:** A CLTA/TS 2013 Homeowner's Policy of Title Insurance ALTA Loan 2005

**FILE NUMBER:** LIVELOOKREPORT

**PLANT DATE:** April 2, 2018 at 7:57 a.m.

**PROPERTY TYPE:** Single Family Residence

**EXCEPTIONS**

- A. Property taxes, which are a lien for all due and payable
- B. Supplemental or assigned assessments, if any
- C. Payment of Contractual Assessment Required - HSDG FACT
- D. Easement
- E. Deed of Trust
- F. Abstract of Judgment
- G. Notice of Independent Solar Energy System Producer Contract
- H. Foreclosing Statement
- I. If the land is within the area affected by a Geographic Targeting Order issued by the CFTN

**Effortless, Efficient, Compliant, and Accessible**



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

LEI Engineering & Surveying of Oregon  
Phone No.: (503)399-3828

Date Prepared: February 23, 2022  
Effective Date: February 16, 2022 / 08:00 AM  
Charge: \$300.00  
Order No.: 60222201273  
Reference:

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

### **REPORT**

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

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

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

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

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

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

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

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



Fidelity National Title Company of Oregon  
Public Record Report for New Subdivision or Land Partition  
Order No. 60222201273

**EXHIBIT "A"**  
**(Land Description)**

Parcel 2, [PARTITION PLAT NO. 99-125](#), recorded December 17, 1999, Reel 1657, Page 92, Marion County Records, in the City of Salem, County of Marion and State of Oregon.

TOGETHER WITH irrevocable reciprocal access and utility easement as delineated on the recorded Partition Plat.

Fidelity National Title Company of Oregon  
Public Record Report for New Subdivision or Land Partition  
Order No. 60222201273

**EXHIBIT "B"**  
**(Tax Account and Map)**

[APN/Parcel ID\(s\) 324350 as well as Tax/Map ID\(s\) 083W05DA02501](#)

Fidelity National Title Company of Oregon  
Public Record Report for New Subdivision or Land Partition  
Order No. 60222201273

**EXHIBIT "C"**  
**(Vesting)**

Erich A. Schmidt and Loriann C. Schmidt, as tenants by the entirety

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

1. Unpaid Property Taxes are as follows:

Fiscal Year: 2021-2022  
Amount: \$1,739.63, plus interest, if any  
Levy Code: 24010  
Account No.: [324350](#)  
Map No.: 083W05DA02501

Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

2. City Liens, if any, in favor of the City of Salem.
3. Notice of Decision, including the terms and provisions thereof

Recording Date: November 19, 1999  
Recording No.: [Reel 1650, Page 327](#)

4. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on [Partition Plat No. 99-125](#)

Purpose: storm drain  
Affects: as delineated on said Partition Plat

5. Easement(s) for the purpose(s) shown below and rights incidental thereto as delineated or as offered for dedication, on [Partition Plat No. 99-125](#);

Purpose: irrevocable reciprocal access and utility  
Affects: as delineated on said Partition Plat

6. Terms, provisions and conditions of irrevocable reciprocal access and utility easement, including, but not limited to, maintenance provisions, as delineated on [Partition Plat No. 99-125](#)
7. Please be advised that our search did not disclose any open Deeds of Trust of record.

Note: Boundary Deeds

Recording No.: [Reel 625, Page 116](#)  
Recording No.: [Partition Plat No. 92-132](#)  
Recording No.: [Partition Plat No. 99-125](#)  
Recording No.: [Reel 4214, Page 351](#)

## DEFINITIONS, CONDITIONS AND STIPULATIONS

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

**LIMITATIONS OF LIABILITY**

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END OF THE LIMITATIONS OF LIABILITY



60222201273

**Remit Payment To:**

Fidelity National Title Company of Oregon  
10151 SE Sunnyside Rd, Suite 300  
Clackamas, OR 97015  
Phone: (503)646-4444 Fax: (877)334-2996

**Due upon receipt**

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

**INVOICE**

**Order Number:** 60222201273

**Invoice Date:** 2/23/2022  
**Invoice Number:** 60222201273-1  
**Operation:** 01520.473025

**Buyer/Borrower(s):** Of Record  
**Title Officer:** Sarah Cutler

**Property Description (1):**

3731 Croisan Creek Road S, Salem, OR 97302

Bill Code	Description	Amount
SEA	Search/Abstract Fees	300.00
Invoice total amount due:		\$300.00

**Thank you for the opportunity to serve you.  
Please return a copy of this invoice with your payment**