



698 12TH STREET SE
SALEM, OR 97301

Bus (503) 585-8117
Fax (503) 585-8662

BUYER'S ESTIMATED CLOSING STATEMENT

RE: YOUR ESCROW NO: 12-401634

DATE: 10/29/1999
CLOSE OF ESCROW: 11/01/99

SUNNY OAKS, INC. AN OREGON NON-PROFIT CORPORATION (the "Buyer")
is/are buying the subject property described herein from:
FIDELITY NATIONAL 1031 EXCHANGE SERVICES, INC. (the "Seller").

SUBJECT PROPERTY: LOTS 5 BLOCK 11, OR
HAGERS SECOND ADDITION, OR

TITLE ORDER NO.: 0676697

PROPRATE DATE: 10/05/99	DEBIT	CREDIT
PURCHASE PRICE	\$70,500.00	
BUYER DEPOSITS:		
SUNNY OAKS INC		5,000.00
PRORATIONS AS OF 10/05/99 :		
REAL TAX @ 286.99		75.48
paid to 07/01/99		
ESCROW FEES:		
AMERITITLE		
ESCROW CLOSING FEE	86.25	
TITLE CHARGES:		
AMERITITLE		
RECORDING SERVICES	40.00	
ADDITIONAL CHARGES & CREDITS:		
BALANCE NEEDED TO CLOSE:		65,550.77
CASHIER'S CHECK, PLEASE, PAYABLE TO AMERITITLE		
TOTALS	\$70,626.25	\$70,626.25

The undersigned are aware that the figures listed above are estimated figures and may change between the date of signing and the date of recording. Escrow agent herein is authorized and instructed to make the necessary adjustments at the time of closing. I/We hereby acknowledge receipt of a copy of this statement.

Accepted and Approved: Dated: _____

SUNNY OAKS, INC. AN OREGON NON-PROFIT
CORPORATION

BY: _____
VICKIE HARBOUGH, DIRECTOR



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SUBJECT PROPERTY: LOTS 5 BLOCK 11, OR
HAGERS SECOND ADDITION, OR

TITLE ORDER NO.: 0676697

PRORATE DATE: 10/05/99	DEBIT	CREDIT
PURCHASE PRICE	\$70,500.00	
BUYER DEPOSITS:		
SUNNY OAKS INC		5,000.00
PRORATIONS AS OF 10/05/99 :		
REAL TAX @ 286.99 paid to 07/01/99		75.48
ESCROW FEES:		
AMERITITLE		
ESCROW CLOSING FEE		86.25
TITLE CHARGES:		
AMERITITLE		
RECORDING SERVICES	40.00	
ADDITIONAL CHARGES & CREDITS:		
BALANCE NEEDED TO CLOSE:		65,550.77
CASHIER'S CHECK, PLEASE, PAYABLE TO AMERITITLE		
TOTALS	\$70,626.25	\$70,626.25

The undersigned are aware that the figures listed above are estimated figures and may change between the date of signing and the date of recording. Escrow agent herein is authorized and instructed to make the necessary adjustments at the time of closing. I/We hereby acknowledge receipt of a copy of this statement.

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SUNNY OAKS, INC. AN OREGON NON-PROFIT
CORPORATION

BY: _____
VICKIE HARBOUGH, DIRECTOR



698 12TH STREET SE
SALEM, OR 97301

Bus (503) 585-8117
Fax (503) 585-8662

BUYER'S ESTIMATED CLOSING STATEMENT

RE: YOUR ESCROW NO: 12-401694

DATE: 10/29/1999
CLOSE OF ESCROW: 11/01/99

SUNNY OAKS, INC. AN OREGON NON-PROFIT CORPORATION (the "Buyer")
is/are buying the subject property described herein from:
FIDELITY NATIONAL 1031 EXCHANGE SERVICES, INC. (the "Seller").

SUBJECT PROPERTY: LOT 6 BLOCK 11,
HAGERS SECOND ADDITION,

TITLE ORDER NO.: 0677089

PRORATE DATE: 10/05/99	DEBIT	CREDIT
PURCHASE PRICE	\$58,500.00	
BUYER DEPOSITS:		
PRORATIONS AS OF 10/05/99 :		
REAL TAX @ 278.30 paid to 07/01/99		73.20
ESCROW FEES:		
AMERITITLE		
ESCROW CLOSING FEE	68.25	
TITLE CHARGES:		
AMERITITLE		
RECORDING SERVICES	40.00	
ADDITIONAL CHARGES & CREDITS:		
BALANCE NEEDED TO CLOSE:		58,535.05
CASHIER'S CHECK, PLEASE, PAYABLE TO AMERITITLE		
TOTALS	\$58,608.25	\$58,608.25

The undersigned are aware that the figures listed above are estimated figures and may change between the date of signing and the date of recording. Escrow agent herein is authorized and instructed to make the necessary adjustments at the time of closing. I/We hereby acknowledge receipt of a copy of this statement.

Accepted and Approved: Dated: _____

SUNNY OAKS, INC. AN OREGON NON-PROFIT
CORPORATION

BY: _____
VICKIE HARBOUGH, DIRECTOR



698 12TH STREET SE
SALEM, OR 97301

Bu (503) 585-8117
Fax (503) 585-8662

ESCROW INSTRUCTIONS

TO: AMERITITLE

ESCROW # 12-401694

ESCROW OFFICER: SHELLEY L. HOWE

Handed to you herewith \$58,500.00 as follows:

the balance plus closing costs to be paid at the close of this escrow and such other notes, documents and funds which may be required to enable you to comply with these instructions.

You are authorized and instructed to issue or cause to be issued the specified title insurance policy or policies, in the specified amounts to wit:

Owner's \$58,500.00

Showing title vested in:

SUNNY OAKS, INC. AN OREGON NON-PROFIT CORPORATION

Insuring the interest of:

In the following described property in the county of MARION, State of *CODE*BS
*NOT*FOUND*:

Lot 6, Save and Except the North 115 feet. All distances being measured at right angles to and parallel with the North line of said Lot. All of the foregoing being in Block 11, Hager's Second Addition, in Marion County, Oregon.

TOGETHER WITH that portion of vacated Brink Avenue SE adjoining that would attach thereto by Ordinance 2025-R,

Dated : February 24, 1999

Recorded : March 9, 1999 Reel: 1576 Page: 190

Subject to the usual printed general exceptions, exceptions #1-5 7-12 and any additional exceptions that may become apparent or of record subsequent to the date of the report as shown in AMERITITLE's preliminary title report 0677089, report #1 which I have READ AND APPROVED and:

You will file or record the necessary legal instruments and then pay off such encumbrances of record as may exist at the time of closing to insure title as stated and you shall not be responsible for liens attaching after closing.

Certain items on the closing statements are estimates only and the final figures may be adjusted to accommodate exact amounts required upon disbursement. You are authorized and instructed to pay funds in accordance with the final closing statement.

Pro-rate as of Close of Escrow the following and charge or credit to my account accordingly:

REAL PROPERTY TAXES

Assume a 365-day year in any prorate herein provided, unless the parties otherwise instruct you. You are to use the information contained in the last available tax statement (and any estimated increases), rental statement as provided by the seller, beneficiary's statement, and fire insurance policies

delivered into escrow for the prorates provided above. Unless otherwise set forth, it is understood that water, heating, utility charges, or connection fees will be adjusted between the buyer and seller outside this escrow and it is understood that you will assume no responsibility or liability therefor.

In all acts in this escrow relating to fire insurance, including adjustments, if any, AMERITITLE shall be fully protected in assuming that each policy is in force and that the necessary premium therefore has been paid.

The expression "Close of Escrow" means the date on which instruments referred to herein are filed for record or in the case where there are no filings, when documents have been executed by all parties and funds exchanged.

No representation as to compliance with Oregon laws regarding water rights or domestic water supplies, well identification number, well information notices and any other required seller disclosures, subdivision acts and zoning ordinances have been made by escrow agent.

These instructions shall be binding on the undersigned until the close of business 30 days from the date hereof and/or 30 days from the closing date set forth in the earnest money agreement and shall be performed within said period or thereafter unless written demand by the undersigned is made upon you for the revocation hereof; provided, however, that your agency as escrow holder will not extend beyond six months from the date set forth below. Any such written demand shall be effective upon receipt of such demand.

You are instructed to furnish to any attorney, broker, or lender identified with this transaction, or anyone acting on behalf of such attorney, broker, or lender, any information concerning this escrow, copies of all instructions, amendments and statements upon request.

I have not been referred by AMERITITLE to any named attorney or attorneys or discouraged from seeking advice of an attorney but have been advised to seek legal counsel of my own choosing at my own expense for any question I may have. Any and all documents which AMERITITLE has prepared for use in this transaction have been prepared at the parties' direction and have been reviewed and are hereby approved as to content, form and terms.

All terms and provisions of the Earnest Money Agreement and any amendments or addendums thereto have been complied with to the complete satisfaction of the parties or will be complied with outside of escrow, and all notices, demands, and instructions must be in writing.

AMERITITLE assumes no liability or responsibility for verification of the nationality or foreign status of any transferor/seller in this transaction and has no responsibility for the collection, withholding, reporting or payment of any amounts due under Section 1445 and 6039C of the Internal Revenue Code commonly called FIRPTA.

These instructions may be signed in counterparts, with like effect as if all signatures appeared on a single copy. Consent, acceptance or approval required or remitted by any party hereunder may be given by facsimile transmission.

AMERITITLE's liability hereunder is limited to its obligations specifically set forth herein. AMERITITLE may terminate this escrow at any time, without notice, or liability. Documents and monies shall be returned to the parties depositing them. In the event AMERITITLE earns interest on any monies deposited hereby, said interest may be retained by AMERITITLE as additional earned fees, whether or not related to this escrow. If for any reason disputed funds are retained in escrow, you may deduct therefrom \$25.00 per month as custodian.

If a controversy arises between the parties hereto or with any third person, AMERITITLE shall have the right to stop all proceedings in and performance of this escrow until satisfactory written evidence of settlement is provided, whether or not such controversy results in litigation brought by the parties, by a third person, or in an interpleader action brought by you. The parties promise to pay on demand and indemnify AMERITITLE from and against all litigation and interpleader costs, damages, judgments, attorneys' fees, and

expenses arising out of such controversy and settlement.

We understand that recording and disbursement may be subject to final review and approval of the loan package by the lender. Upon their approval you are authorized to record the documents in this transaction prior to the receipt of loan funds from the lender. At your discretion, you are authorized to receive and/or disburse any funds in connection with this escrow by electronic (wire) transfer. Should funds be deposited in a form other than wire transfer, parties acknowledge that escrow agent will be unable to fund and disburse until such time as said funds are considered collected.

The undersigned acknowledge that the monies handled by AMERITITLE in this escrow, along with monies received in all escrows with this company, will be held in an escrow trust account.

In consideration of this account, the bank provides certain benefits to AMERITITLE, (i.e. payment of accounting services, etc) which are passed on to the consumer by this company in the form of lower escrow fees. It is estimated that the benefit may be as much as \$49 per escrow based on the total 1998 closings.

Borrower(s) acknowledge that, pursuant to regulations adopted under the real estate settlement procedures act, I (we) have a right to review the HUD-1 settlement statement one day prior to closing and do hereby waive such right and instruct the settlement agent herein to proceed in accordance with alternative sections of such regulations.

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE OR ATTACHED INSTRUCTIONS THAT THE INSTRUCTIONS ARE THE COMPLETE INSTRUCTIONS BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

SELLER'S SIGNATURE

FIDELITY NATIONAL 1031 EXCHANGE
SERVICES, INC.

BY:

SANDY SWEENEY, ASSISTANT VICE
PRESIDENT

BUYER'S SIGNATURE

SUNNY OAKS, INC. AN OREGON NON-PROFIT
CORPORATION

BY:

CHAR HARROLD, PRESIDENT

BY:

VICKIE HARBOUGH, DIRECTOR

Dated: _____

Dated: _____

Social Security No.: _____

Social Security No.: _____

Mailing Address: _____

Mailing Address: _____

900 SW FIFTH AVENUE
PORTLAND, OR 97204

P.O. BOX 5150
SALEM, OR 97304

Receipt of money and/or instruments herein above mentioned is hereby acknowledged:

AMERITITLE

By: _____

SHELLEY L. HOWE

ADDENDUM TO ESCROW INSTRUCTIONS

ESCROW # 12-401694

DATE: 10/29/1999

All parties are aware that it is the intent of the seller and/or buyer to effect a tax deferred exchange in conformity with Section 1031 of the Internal Revenue Code and like conforming Oregon Statutes.

Each of the undersigned parties does hereby acknowledge that they have been given ample time and opportunity to submit this instruction to their attorney or CPA for approval and determination of its adequacy for protection of their legal rights.

No representation is made by the escrow holder as to the legal sufficiency, legal tax consequences of this escrow transaction, as such determination would be subsequent to the close of this escrow, at the discretion of the IRS.

It is understood and acknowledged by the parties that while the exchangor has assigned all of their interest in the transaction to the facilitator, it is necessary for the exchangor to remain a part of the transaction for the purpose of reviewing and approving all of the documents being executed by the facilitator as well as signing documents presented to escrow for signature by the exchangor, including but not limited to indemnities, affidavits and loan documents.

IT IS UNDERSTOOD BY THE PARTIES SIGNING THE ABOVE OR ATTACHED INSTRUCTIONS THAT THE INSTRUCTIONS ARE THE COMPLETE INSTRUCTIONS BETWEEN THIS FIRM AS AN ESCROW AGENT AND YOU AS A PRINCIPAL TO THE ESCROW TRANSACTION. THESE INSTRUCTIONS MAY NOT INCLUDE ALL THE TERMS OF THE AGREEMENT WHICH IS THE SUBJECT OF THIS ESCROW. READ THESE INSTRUCTIONS CAREFULLY, AND DO NOT SIGN THEM UNLESS THEY ARE ACCEPTABLE TO YOU.

FIDELITY NATIONAL 1031 EXCHANGE
SERVICES, INC.

BY: SANDY SWEENEY, ASSISTANT VICE
PRESIDENT

SUNNY OAKS, INC. AN OREGON NON-PROFIT
CORPORATION

BY: CHAR HARROLD, PRESIDENT

BY: VICKIE HARBOUGH, DIRECTOR

Date: _____

WARRANTY DEED

MITCH TEAL,
Grantor(s) hereby grant, bargain, sell, warrant and convey to:
SUNNY OAKS, INC. AN OREGON NON-PROFIT CORPORATION,
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:

Lot 6, Save and Except the North 115 feet. All distances being measured
at right angles to and parallel with the North line of said Lot. All of
the foregoing being in Block 11, Hager's Second Addition, in Marion
County, Oregon.

TOGETHER WITH that portion of vacated Brink Avenue SE adjoining that
would attach thereto by Ordinance 2025-R,

Dated : February 24, 1999

Recorded : March 9, 1999 Reel: 1576 Page: 190

R49171

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 58,500.00.

Until a change is requested, all tax statements shall be sent to Grantee at the
following address: P.O. BOX 5150, SALEM, OR 97304

Dated this _____ day of _____, 19__.

FIDELITY NATIONAL 1031 EXCHANGE
SERVICES, INC.

Read & Approved

Date: _____

BY: _____
SANDY SWEENEY, ASSISTANT VICE
PRESIDENT

X _____

X _____

State of Oregon
County of MARION

This instrument was acknowledged before me on _____, _____ by MITCH
TEAL.

(Notary Public for Oregon)

My commission expires _____

ESCROW NO. 12-401694

Return to:
SUNNY OAKS, INC. AN OREGON NON-PROFIT CORPORATION
P.O. BOX 5150
SALEM, OR 97304

