

File No./Escrow No.: 515850AM
Print Date & Time: 4/11/2022 1:20:46 PM
Officer/Escrow Officer: Tasha Walery

AmeriTitle, LLC
320 Church St. NE
Salem, OR 97301
(503)581-1431

Property Address: LOT 74 LEGACY HEIGHTS
SALEM, OR 97302 (MARION)
(083W020000100)

Buyer: REID SAUNDERS EVANGELISTIC ASSOCIATION, INC.
PO Box 4275
Salem, OR 97302

Seller: WARD DEVELOPMENT, LLC
6998 Chakarun Lane SE
Salem, OR 97306

Settlement Date: 4/15/2022
Disbursement Date:

Description	Buyer	
	Debit	Credit
Deposits, Credits, Debits		
Sale Price of Property	\$275,000.00	
Deposit		\$10,000.00
Prorations		
County Taxes 4/15/2022 to 7/1/2022	\$31.70	
Commissions		
Real Estate Commission to First Commercial Real Estate	\$7,500.00	
Title Charges		
Title - Owner's Title Insurance to AmeriTitle, LLC	\$888.00	
Title - Settlement or Closing Fee to AmeriTitle, LLC	\$1,312.50	
Government Recording and Transfer Charges		
Recording fees: Deed \$91.00	\$91.00	
	Debit	Credit
Subtotals	\$284,823.20	\$10,000.00
Due From Buyer		\$274,823.20
Totals	\$284,823.20	\$284,823.20

Please note, our wire instructions will not change. If you should get emails requesting a change to the wire instructions, please contact me immediately at (503)581-1431. We bring this to your attention because, unfortunately, real estate transactions are a target for wire fraud.

Acknowledgement

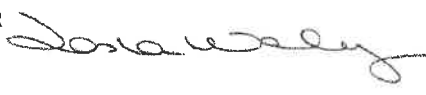
We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize AmeriTitle, LLC to cause the funds to be disbursed in accordance with this statement.

BUYER(S)

Reid Saunders Evangelistic Association, Inc.

By: 
Authorized Signer

SETTLEMENT COORDINATOR


Tasha Walery



THIS SPACE RESERVED FOR RECORDER'S USE

After recording return to:
Reid Saunders Evangelistic Association, Inc.
PO Box 4275
Salem, OR 97302

Until a change is requested all tax statements shall be sent to the following address:
Reid Saunders Evangelistic Association, Inc.
PO Box 4275
Salem, OR 97302
File No. 515850AM

Read & Approved
Date: April 12, 2022
X [Signature]
X [Signature]

STATUTORY WARRANTY DEED

Ward Development, LLC, an Oregon Limited Liability Company,

Grantor(s), hereby convey and warrant to

Reid Saunders Evangelistic Association, Inc., an Oregon Non-Profit Corporation,

Grantee(s), the following described real property in the County of Marion and State of Oregon free of encumbrances except as specifically set forth herein:

Lot 74, LEGACY HEIGHTS, as platted and recorded in Volume H48, Page 90, Book of Town Plats, Marion County Records, Marion County, Oregon.

The true and actual consideration for this conveyance is \$275,000.00.
The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON’S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this _____ day of _____, _____.

Ward Development, LLC

By: _____
Steven A. Ward, Managing Member

State of Oregon} ss
County of Marion}

On this _____ day of April, 2022, before me, _____ a Notary Public in and for said state, personally appeared Steven A. Ward known or identified to me to be the Managing Member in the Limited Liability Company known as Ward Development, LLC who executed the foregoing instrument, and acknowledged to me that he/she executed the same in said LLC name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Oregon
Residing at: _____
Commission Expires:

INSTRUCTIONS TO AMERITITLE, LLC FOR PREPARATION OF DEED

ESCROW No.: 515850AM
PROPERTY ADDRESS: LOT 74 LEGACY HEIGHTS, SALEM, OR 97302
ESCROW AGENT: AmeriTitle,
LLC
320 CHURCH ST. NE, SALEM, OR 97301

The Buyer or Borrower in the above escrow instructs AmeriTitle, LLC to provide scrivener services in connection with preparation of a deed for use in the above escrow, using the following forms and other specifications:

1. **Form of Deed:**
 - (a) ☐ Use form specified in sale and purchase agreement that is the subject of this Escrow.
 - (b) ☒ Use other form. Specify: _____.
2. **Names of Grantee(s) on Deed:**
 - (a) ☐ Show name(s) exactly as specified in sale and purchase agreement that is the subject of this Escrow, or if I am obtaining a loan, show names as indicated on the loan documents.
 - (b) ☒ Show name(s) as follows: **Reid Saunders Evangelistic Association, Inc.,** or if I am obtaining a loan, show names as indicated on the loan documents.
 - (c) ☒ For any grantee entity, specify type of entity: **Non-Profit Corporation**, and state of domicile (formation): **OR**.
(For all entity or representative capacity grantees, AmeriTitle, LLC must be provided with proper documentation)
3. **Concurrent Estate (Type of Joint Ownership) of Grantees on Deed:**
 - (a) ☒ Not applicable – deed has a single grantee.
 - (b) ☐ as tenants in common, each as to an undivided _____ [fraction or %] interest. [Use for equal interests; use option (f) for unequal interests.]
 - (c) ☐ with right of survivorship [Use for equal interests; use option (f) for unequal interests.]
 - (d) ☐ as tenants by the entirety. [Use (d) only when the two individuals are legally married to each other.]
 - (e) ☐ as tenants by the entirety, if recognized, otherwise as tenants in an estate with right of survivorship and the other attributes of a tenancy by the entirety. [Use (e) only when the two individuals are Oregon registered domestic partners and are not legally married in any other jurisdiction.]
 - (f) ☐ Other joint ownership. Specify: _____.
4. **Current Mailing Address for Grantee:**
☒ Use address as follows: **PO Box 4275, Salem, OR 97302.**
5. **Address for Return of Deed after Recording:**
☒ Use address as follows: **PO Box 4275, Salem, OR 97302.**
6. **Address for Tax Statements (sent by mail in mid-October):**
☒ Use address as follows: **PO Box 4275, Salem, OR 97302.**
7. **Statement of Consideration (in Compliance with ORS 93.030):**
 - (a) ☒ Same as purchase price of property in this escrow.
 - (b) ☐ Other. Specify: _____.

8. Scrivener's warning. With respect to Escrow Agent's service as scrivener to fill in blanks in the deed consistent with the above specifications, please be advised:

YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. THESE CONSEQUENCES AFFECT YOUR RIGHTS AND OBLIGATIONS. YOU MAY CONSULT AN ATTORNEY ABOUT THESE DOCUMENTS. YOU SHOULD CONSULT AN ATTORNEY IF YOU HAVE QUESTIONS OR CONCERNS ABOUT THE TRANSACTION OR ABOUT THE DOCUMENTS. IF YOU WISH TO REVIEW TRANSACTION DOCUMENTS THAT YOU HAVE NOT YET SEEN, PLEASE CONTACT THE ESCROW AGENT.

9. Escrow notice:

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.

Buyer / Borrower Signatures:

Dated: April 12, 2022

Reid Saunders Evangelistic Association, Inc.

By: Douglas Turpening
Authorized Signer

COMMON WAYS TO HOLD TITLE

THE FOLLOWING INFORMATION IS PROVIDED FOR INFORMATION PURPOSES ONLY AND IS NOT INTENDED TO REPLACE LEGAL ADVICE FROM YOUR ATTORNEY OR TAX CONSULTANT.

YOU ARE ENCOURAGED TO SEEK LEGAL AND/OR TAX ADVICE.

(2)(b)(c) **Entity – A recognized legal entity may hold title to real property, examples of legal entities include a Partnership (general or limited), Limited Liability Company or Corporation. The grantee's name should be exactly as registered with the State of Oregon or other state where the entity was created.

(2)(b)(c) **Representative Capacity – Title to real property may also be held by an individual or entity in their capacity acting on behalf of others, e.g. John Doe, Personal Representative of the Estate of Betty Jones, deceased; John Doe, Trustee of the Betty Jones Trust.

(3)(a) As an Individual Man / Woman – An individual may hold title in his or her name alone whether they are married or unmarried. If the individual is married and alone in title, their spouse has no rights in the property, excepting dissolution proceeding. (i.e. Jane Doe, an individual)

(3)(b) Tenants in Common – Oregon Revised Statutes (ORS) 93.180 provides that a conveyance to two or more persons who are not married are presumed to be tenants in common, that is each has an equal, or as otherwise stated, undivided interest in the property (i.e. John Doe, Fred Smith and Betty Jones, as tenants in common). **OR**

(3)(f) For unequal interests, state the fractional interest or percentage. (i.e. John Doe, as to an undivided $\frac{1}{2}$ interest, Fred Smith, as to an undivided $\frac{1}{4}$ interest and Betty Jones, as to an undivided $\frac{1}{4}$ interest, as tenants in common).

(3)(c) Survivorship Estate – ORS 93.180 provides that two or more individuals may take title in a survivorship estate; i.e. title automatically passes to the surviving person(s), if they state the intent to do so (i.e. John Doe, Fred Smith, Betty Jones, with rights of survivorship).

(3)(d) Tenants by the Entirety / Married Couple – ORS 93.180 provides that a conveyance to a married couple is presumed to create a tenancy by the entirety which is a survivorship estate as between the two parties, i.e. the title passes automatically from a deceased party to the survivor, unless they express a specific intent to hold it in a different manner. No interest passes to the decedent's estate.

(3)(e) Registered Domestic Partners – By reason of the Oregon Family Fairness Act, ORS 106.300 to 106.340 provides that persons of the same sex who comply with the registration provisions are afforded the same privileges, immunities, rights and benefits afforded to married persons. Individuals may take title as tenants in common (see (3)(b) above) or they can take title in a survivorship estate similar to a tenancy by the entirety (i.e. John Doe and Fred Smith as Oregon registered domestic partners with the right of survivorship).

*****For all entity or representative capacity grantees, AmeriTitle, LLC must be provided with proper documentation*****



AmeriTitle, LLC
320 Church St. NE, Salem, OR 97301
PHONE (503)581-1431 FAX (503)364-8716

Read & Approved
Date: April 12, 2022
X Douglas
X Tupper

April 6, 2022
File Number: 515850AM
Report No.: 5
Title Officer: Krista Iverson
Escrow Officer: Tasha Walery

PRELIMINARY TITLE REPORT

Property Address: Lot 74, Legacy Heights, Salem, OR 97302

Policy or Policies to be issued:

OWNER'S STANDARD COVERAGE

Proposed Insured: Reid Saunders Evangelistic Association, Inc.

Liability

\$275,000.00

Premium

\$888.00

Local Government Lien Search

\$50.00

We are prepared to issue ALTA (06/17/06) title insurance policy(ies) of Old Republic National Title Insurance Company, in the usual form insuring the title to the land described as follows:

Legal description attached hereto and made a part hereof marked Exhibit "A"

and dated as of 1st day of April, 2022 at 7:30 a.m., title is vested in:

Ward Development, LLC, an Oregon Limited Liability Company

The estate or interest in the land described or referred to in this Preliminary Title Report and covered herein is:

FEE SIMPLE

Except for the items properly cleared through closing, Schedule B of the proposed policy or policies will not insure against loss or damage which may arise by reason of the following:

GENERAL EXCEPTIONS:

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; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. 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, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment (of existing improvements located on the subject Land onto adjoining Land or of existing improvements located on adjoining Land onto the subject Land) encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the subject Land.
5. Any lien, or right to a lien, for services, labor, material, equipment rental, or workers compensation heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

EXCEPTIONS 1 THROUGH 5 ABOVE APPLY TO STANDARD COVERAGE POLICIES AND MAY BE MODIFIED OR ELIMINATED ON AN EXTENDED COVERAGE POLICY.

SPECIAL EXCEPTIONS:

Tax Information:

Taxes assessed under Code No. 24010 Account No. 531308 Map No. 083W020000100

NOTE: The 2021-2022 Taxes: \$11,120.11, are Paid (PARENT TAX ACCOUNT)

6. City liens, if any, of the City of Salem.
7. The property lies within and is subject to the levies and assessments of the Marion Soil and Water Conservation District.
8. Agreement, including the terms and provisions thereof,
Recorded: September 22, 2005
Instrument No.: Reel: 2540 Page: 426

Amended by instrument,
Recorded: January 11, 2011
Instrument No.: Reel: 3250 Page: 279

Amended by instrument,
Recorded: August 18, 2011
Instrument No.: Reel: 3309 Page: 210

Amended by instrument,
Recorded: August 19, 2014
Instrument No.: Reel: 3628-0424

Amended by instrument,
Recorded: June 26, 2015
Instrument No.: Reel: 3713 Page: 211

Amended by instrument,
Recorded: September 30, 2020
Instrument No.: Reel: 4391 Page: 182

9. Agreement, including the terms and provisions thereof,
Recorded: October 14, 2005
Instrument No.: Reel: 2552 Page: 4
10. Bylaws, including the terms and provisions thereof and the right to levy certain charges and assessments against the subject property,
Recorded: September 8, 2010
Instrument No.: Reel: 3212 Page: 106
11. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: September 8, 2010
Instrument No.: Reel: 3212 Page: 107

Said Covenants, Conditions and Restrictions set forth above contain, among other things, levies and assessments of Sustainable Fairview Community Master Association, Inc.

Said Covenants, Conditions and Restrictions set forth above contain, among other things, levies and assessments of Sustainable Fairview Community Residential Association.

12. Bylaws, including the terms and provisions thereof and the right to levy certain charges and assessments against the subject property,
Recorded: September 8, 2010
Instrument No.: Reel: 3212 Page: 108
13. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
Recorded: September 8, 2010
Instrument No.: Reel: 3212 Page: 109
14. Improvement Agreement, including the terms and provisions thereof,
Recorded: October 20, 2020
Instrument No.: Reel: 4398 Page: 439

Amended by instrument,
Recorded: September 10, 2021
Instrument No.: Reel: 4538 Page: 112
15. Resolution No. 2020-8, including the terms and provisions thereof,
Recorded: April 2, 2020
Instrument No.: Reel: 4318 Page: 132
16. Notice of Decision, including the terms and provisions thereof,
Recorded: March 24, 2021
Instrument No.: Reel: 4467 Page: 192

17. Easements as shown on the official plat of said Land.
18. Restrictions as shown on the official plat of said Land.
19. The Company will require a copy of the Operating Agreement (including any approvals of withdrawal of member(s) or acceptance of new member(s)) and the Articles of Organization of Ward Development LLC for its examination prior to closing. Any conveyance or encumbrance of the Limited Liability Company's property must be executed by all of the members unless otherwise provided for in the Operating Agreement.

The Company reserves the right to add additional items or make further requirements after review of the requested documentation.

INFORMATIONAL NOTES:

NOTE: Per the Marion County Tax Roll, the new tax account information for the herein described parcel is:
Code No. 24010 Account No. 604010 Map No. 083W11AB02900

NOTE: As of the date hereof, there are no matters against the party(ies) shown below which would appear as exceptions to coverage in a title insurance product:

Parties:

Reid Saunders Evangelistic Association Inc.

NOTE: We find the following deed affecting said Land recorded within 24 months of the date of this report:

Document: Quit Claim Deed

Grantor: Fairview Legacy Heights, LLC, an Oregon Limited Liability Company

Grantee: Ward Development, LLC, an Oregon Limited Liability Company

Recorded: August 12, 2021

Instrument No.: Reel: 4526 Page: 465

NOTE: This Report No. 5 was updated to reflect the following changes:

1. To remove CCRs Exception, which no longer affect the subject property

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

NOTE: Your application for title insurance was placed by reference to only a street address or tax identification number. Based on our records, we believe that the legal description in this report covers the parcel(s) of Land that you requested. If the legal description is incorrect, the parties to the transaction must notify the Company and/or the settlement company in order to prevent errors and to be certain that the correct parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.

NOTE: Due to current conflicts or potential conflicts between state and federal law, which conflicts may extend to local law, regarding marijuana, if the transaction to be insured involves property which is currently used or is to be used in connection with a marijuana enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the Company declines to close or insure the transaction, and this Preliminary Title Report shall automatically be considered null and void and of no force and effect.

THIS PRELIMINARY TITLE REPORT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

This report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium paid.

End of Report

"Superior Service with Commitment and Respect for Customers and Employees"

EXHIBIT “A”
LEGAL DESCRIPTION

Lot 74, LEGACY HEIGHTS, as platted and recorded in Volume H48, Page 90, Book of Town Plats, Marion County Records, Marion County, Oregon.



320 Church St. NE Salem, OR 97301 (503)581-1431 FAX (503)364-8716

ESCROW INSTRUCTIONS

TO: **AMERITITLE, LLC**

ESCROW # 515850AM

Seller(s): Ward Development, LLC

Buyer(s): Reid Saunders Evangelistic Association, Inc.

Legal Description:

Lot 74, LEGACY HEIGHTS, as platted and recorded in Volume H48, Page 90, Book of Town Plats, Marion County Records, Marion County, Oregon.

Seller hereby deposits, or shall cause to be deposited, the following with escrow under these instructions:

- **Deed from Seller to Buyer (to be recorded);**
- **Settlement Statement and/or Closing Statement which has been approved and is incorporated into and made a part of these instructions**

Seller authorizes preparation, including compliance with ORS 205.234(1)(b), delivery, release, and recording of documents when AmeriTitle, LLC holds for the account of the seller the sum as shown on the signed estimated closing statement and further authorizes credits, deductions, and adjustments as set forth on the signed estimated closing statement. Certain items shown on the closing statement are estimates only and the final figures may be adjusted to accommodate exact amounts required at the time of disbursement.

Sellers represent to AmeriTitle, LLC they have read and approved the herein mentioned commitment/preliminary title report and have not executed any lien documents (such as a deed of trust or mortgage) that are not reflected on the commitment/preliminary title report. Sellers further acknowledge and will indemnify AmeriTitle, LLC against any loss should a lien be executed by the undersigned and recorded prior to the closing of this transaction.

Buyer hereby deposits, or shall cause to be deposited, the following with escrow under these instructions:

- **Certified or collected funds as required to close;**
- **Read and approved copy of Deed from Seller to Buyer (original to be recorded);**
- **Settlement Statement and/or Closing Statement which has been approved and is incorporated into and made a part of these instructions;**

Buyer authorizes preparation, including compliance with ORS 205.234(1)(b), delivery, release and recording of documents when AmeriTitle, LLC is prepared to issue an Owner's Title insurance policy (ALTA 2006) in Standard Owners Coverage form in the amount of the sales price insuring the Grantee on the deed deposited by Seller on the property described in the commitment/preliminary title order # **515850AM**, report # **5** subject to exceptions # **1-18** and recorded documents as shown above. Unless instructed differently within this file title to the subject property shall be conveyed into the names of **Reid Saunders Evangelistic Association, Inc.**

If Buyer is obtaining a new loan, AmeriTitle, LLC is authorized to record any documents and issue any ALTA Lender's policy required by or on behalf of Lender. Buyer further authorizes credits, deductions and adjustments as set forth on the signed estimated closing statement. Certain items shown on the closing statement are estimates only and the final figures may be adjusted to accommodate exact amounts required at the time of disbursement.

Seller and Buyer jointly provide the following authorizations/instructions to AmeriTitle, LLC:

Prorate: AmeriTitle, LLC is to 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, except in a leap year when it shall be a 366-day year, in any prorate herein provided, unless the parties otherwise instruct AmeriTitle, LLC. AmeriTitle, LLC

is 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.

Closing: The expression "Close" or "Close of Escrow" for purposes of this agreement, means the date in which documents 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. We understand that recording and disbursement may be subject to final review and the approval of the loan package by the lender. Documents may be released to a third party vendor for delivery to the parties and/or lender/broker involved. Under the lender's instruction and at AmeriTitle, LLC's discretion, AmeriTitle, LLC may record the documents in this transaction prior to the receipt of loan funds from the lender. **These instructions are considered final and cannot be changed by buyer or seller once AmeriTitle, LLC holds all necessary executed documents and all collected funds.**

Hazard Insurance: In all acts in this escrow relating to hazard insurance, including adjustments, if any, AmeriTitle, LLC shall be fully protected in assuming that each policy is in force and that the necessary premium therefore has been paid. The parties are to secure coverage outside of this escrow to protect their interest(s) as they may appear.

Copies: AmeriTitle, LLC is authorized to furnish to any attorney, tax advisor, broker, or lender identified with this transaction, or anyone acting on behalf of such attorney, tax advisor, broker, or lender, any information concerning this escrow, copies of all instructions, amendments and statements upon request.

Counterpart & Email: 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 email and AmeriTitle, LLC may complete all necessary actions without receipt of original signed instructions.

Receipt & Disbursement of funds: AmeriTitle, LLC may at their discretion, receive and/or disburse any funds in connection with this agreement by electronic wire transfer. If required by any of the parties to utilize this method of transfer, the requesting party agrees to pay any reasonable fee as assessed by AmeriTitle, LLC for this service.

Refunds: Any funds remaining on deposit after closing or refunds received by you will be refunded to the party whose account was charged. No further instructions will be required by you from either party prior to the disbursement of any such refund. Funds remaining or refunds received Ten Dollars (\$10.00) or under may be retained by AmeriTitle, LLC, unless requested in writing by the appropriate party.

Payoffs & Releases: Seller and Buyer authorize and instruct AmeriTitle, LLC upon closing to pay all liens being released or discharged through this escrow in accordance with the payoff statements or instructions received by AmeriTitle, LLC from the lien holders.

Seller and Buyer acknowledge the following:

AmeriTitle, LLC has no liability or responsibility with respect to the following matters: (Unless expressly authorized by separate written instruction and acknowledged by AmeriTitle, LLC)

- Compliance with the requirements of the Consumer Credit Protection Act or Interstate Land Sales Act, or similar laws.
- Compliance with the requirements of the Oregon Revised Statutes 537.330 (relating to water rights), 537.788 (relating to well information), 448.271 (relating to well testing), 468A.460 – 468A.515 (relating to woodstove/ fireplace insert) and 105.838 – 105.844 (relating to carbon monoxide alarms) and any similar laws.
- Compliance with State or Federal law relating to construction liens, homeowners protection act or lead based paint, seller disclosures, subdivision acts and/or zoning ordinances.
- Compliance with the collection, withholding, reporting or payment of any amounts due under Section 1445 and 6039C of the Internal Revenue Code or other related statute or regulation of the Foreign Investment in Real Property Tax Act, commonly referred to as FIRPTA.
- Filing and/or searching for any filed Financing Statements (UCC-1) and/or their release.
- Utilities such as but not limited to water, sewer, waste collection, electricity, fuel inventory will be handled by the parties outside of this escrow.
- Should this transaction fall under the Housing and Economic Recovery Act (HERA), the parties represent to AmeriTitle, LLC all review dates have been granted to them by their lender and the parties acknowledge AmeriTitle, LLC is not monitoring any compliance dates on their behalf.

Seller and/or Buyer agree to the following:

Continuing Authorization to Close: Seller and Buyer declare that these instructions are a continuing authorization to close when all of the documents and funds for closing are deposited, unless Seller or Buyer deposits a written notice to cancel or suspend the authorization to close before this transaction is considered final. Seller and Buyer declare that time is of essence for these instructions. **These instructions are considered final and cannot be changed by buyer or seller once AmeriTitle, LLC holds all necessary executed documents and all collected funds.**

Contingencies of Earnest Money Agreement: All terms and provisions of the Earnest Money Agreement and any amendments or addendums thereto have been complied to with the complete satisfaction of the parties or will be complied with outside of escrow. These closing escrow instructions are not intended to amend, modify or supersede the terms and conditions set forth in the Real Estate Purchase and Sale Agreement and Addendums thereto, if any. Escrow is to be concerned only with the provisions specifically set forth in these instructions and identified by the Buyer and Seller as conditions to the closing of this escrow.

Termination of Escrow: AmeriTitle, LLC's liability hereunder is limited to its obligations specifically set forth herein. AmeriTitle, LLC may terminate this escrow at any time, without notice, or liability. Documents and monies shall be returned to the parties depositing them.

Conflicting Instructions: In the event any dispute arises between the parties hereto or with any third person concerning the property, documents, or funds covered by these instructions, AmeriTitle, LLC may at its election

- (a) hold all matters in their existing status pending resolution of such dispute to AmeriTitle, LLC's satisfaction, or
- (b) join or commence a court action and in such action deposit the funds and documents referred to herein with the court where such action is pending, and ask the court to determine the rights of purchaser and seller in and to such property, documents and funds, or
- (c) resolve by arbitration in accordance with the rules of the American Arbitration Association and any judgment rendered pursuant to such arbitration may be entered in any court having jurisdiction thereof.

In the event of such dispute and AmeriTitle, LLC's election of an alternative described above, AmeriTitle, LLC shall have no further duties or obligations under this agreement other than either to hold such funds and documents until Purchaser and Seller have resolved their dispute or to deposit such funds and documents into court. Seller and Buyer shall be responsible for costs associated with any of the above actions taken.

Attorney Fees: It is further agreed that in the event of any suit or claim made against AmeriTitle, LLC by either or both parties to this agreement, that said parties shall be required to pay AmeriTitle, LLC all expenses, costs and reasonable attorney's fees in connection therewith, whether suit is instituted by AmeriTitle, LLC or any of the parties hereto.

Certificate of Non Foreign Status:

Seller herein has provided escrow agent with a completed and executed Certification of Non Foreign Status confirming that they are **not** a Non Resident Alien, according to the definition under the Foreign Investment in Real Property Tax Act, commonly referred to as FIRPTA. This completed document shall be retained in the escrow file according to the document retention requirements of the state. In the event that the Buyer is notified by the Internal Revenue Service and upon written request along with a copy of the Internal Revenue Service notice, AmeriTitle, LLC is authorized to provide a copy of the completed Certification of Non Foreign Status to the Buyer.

Exception for exempt Seller: If the Seller is a U.S. Government Agency then they are exempt from FIRPTA withholding and escrow agent will not obtain a Certification of Non Foreign Status.

If Seller is a Non Resident Alien, then it will be up to the Buyer to determine if FIRPTA applies. AmeriTitle, LLC assumes no liability or responsibility to the seller and/or buyer for compliance under Section 1445 and 6039C of the Internal Revenue Code or other related statute or regulation of the Foreign Investment in Real Property Tax Act. If the parties determine that FIRPTA applies, the Seller and Buyer will be responsible for providing and completing the documents and forms required in the IRC code and for executing additional instructions to AmeriTitle, LLC. AmeriTitle, LLC will assist the Buyer and Seller in facilitating the withholding of funds from the Seller and delivering said funds to the IRS along with the executed forms.

1099 Reporting: AmeriTitle, LLC will report the sale of any real property transaction as required to the IRS unless the transaction is exempt per IRS guidelines, or a

certification has been provided that the sale qualifies as the sale of a principal residence, or a certification has been provided that the Seller qualifies as an exempt volume transferor, or the Seller is considered to be a corporation under IRS Regulation Section 1.6045-4(d)(2).

Out of State Seller – Form OR-18-WC: In the event the Seller is an out of State Seller, according to the State of Oregon Department of Revenue guidelines, and does not qualify for any exclusions on the Preliminary Statement regarding Exempt Status, the Seller shall complete and execute an OR-18-WC form. Upon completion and execution, the original shall be deposited with AmeriTitle, LLC prior to the close of escrow. If Seller has not completed parts E & F of OR-18-WC, AmeriTitle, LLC is instructed to calculate and complete (as the authorized agent) the final amount of the tax payment, which is based in part on the actual amount of the Seller's proceeds. AmeriTitle, LLC is directed to forward the tax payment, along with the original form OR-18-WC to the State of Oregon at the close of escrow. The seller acknowledges and agrees that AmeriTitle, LLC has provided no tax or legal advice concerning the form OR-18-WC and agrees to hold AmeriTitle, LLC harmless from any claim that may arise out of the payment of said tax. It will be the responsibility of the Seller to obtain any refund due directly from the State of Oregon with no liability or responsibility to AmeriTitle, LLC for the same.

Acknowledgements and representations of Seller and Buyer:

Legal Advice: AmeriTitle, LLC is not licensed to practice law and AmeriTitle, LLC's duties and obligations under this agreement are limited to those of an escrow holder. Seller and Buyer have not been referred by AmeriTitle, LLC 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 we may have. Any and all documents, which AmeriTitle, LLC 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.

Bank Benefit: AmeriTitle, LLC indirectly receives monetary benefits from the bank(s) at which it deposits and maintains escrow funds in non-interest bearing accounts. These benefits help defray costs associated with handling escrow funds. AmeriTitle, LLC estimated the monetary benefit on a per escrow closing basis to be approximately \$-2.64. AmeriTitle, LLC calculated this by dividing estimated total benefits for the past period of months by the estimated total number of escrow closings for the same period. This good faith estimate, as it applies to this escrow is required by Oregon Administrative Rule 863-50-065 (2). Parties consent to these indirect benefits.

Deposits: Seller and Buyer understand that all checks will be processed for collection in the normal course of business. Parties further understand that all checks required to close must be payable to AmeriTitle, LLC and must be **collected funds**, as required by federal and state statutes and regulations prior to your disbursement of any funds. AmeriTitle, LLC may commingle funds received with escrow funds of others, and may, without limitation, deposit such funds in its escrow account with any bank authorized to do business in the state. It is understood that AmeriTitle, LLC, except by virtue of separate signed instructions there shall be no obligation to invest the funds on deposit on behalf of any depositor, nor shall AmeriTitle, LLC be accountable for any earnings or incidental benefit attributable to the funds which may be received by AmeriTitle, LLC while AmeriTitle, LLC hold such funds.

Settlement Statement Review: Pursuant to regulations adopted under the real estate settlement procedures act, I (we) have a right to review the 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. Buyer and Sellers understand not all transactions require a settlement statement.

Review: The seller and buyer acknowledge that they have been given adequate time and opportunity to read and understand these escrow instructions and all other documents referred to in the transaction. The seller and buyer have read and approved the commitment for title insurance, estimated closing statement, escrow instructions and any addendums. Seller represents to AmeriTitle, LLC there are no existing liens, assessments, taxes, deferred taxes, unpaid water or sewer bill, or any other obligations which are the responsibility of the seller and which are not shown on the above documents. The seller understands and agrees that any obligation known to them and not disclosed herein, remains the responsibility of the seller subsequent to the closing of this transaction.

Privacy Policy: In response to the Gramm-Leach-Bliley Act, the appropriate parties have been provided with a copy of AmeriTitle, LLC's Privacy Policy.

Undisclosed items: The undersigned understands and agrees that any obligation known to them and not disclosed herein remains the responsibility of the undersigned subsequent to the closing of this escrow. The undersigned seller further understands and agrees that any payoffs made on their behalf in this escrow are made by AmeriTitle, LLC with complete reliance on figures supplied by the lender, creditor or taxing agency. In the event that additional funds are required to complete said payoffs, the undersigned hereby agrees to immediately upon request from AmeriTitle, LLC, provide the additional funds needed to complete said payoffs.

PLEASE READ THE COMMITMENT FOR TITLE INSURANCE AND YOUR CLOSING STATEMENT CAREFULLY BEFORE SIGNING THIS DOCUMENT. BE SURE ALL FACTS KNOWN TO YOU ARE ACCOUNTED FOR IN THIS ESCROW. AMERITITLE, LLC AS THE ESCROW AGENT, IS A NEUTRAL THIRD PARTY AND CANNOT ADVISE YOU OR PROTECT YOUR LEGAL RIGHTS. YOU SHOULD CONSULT LEGAL COUNSEL FOR SUCH ADVICE AND PROTECTION.

NOTICE: The Principal(s) to this escrow are hereby notified that the funds deposited in this escrow are insured only to the limit provided by the Federal Deposit Insurance Corporation. AmeriTitle, LLC assumes no responsibility for, nor will Purchaser and Seller hold AmeriTitle, LLC liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed such amount and that the excess amount is not insured.

We further understand that certain banking instructions such as, but not limited to, repurchase agreements and letters of credit are not covered at all by such insurance.

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.

SIGNATURES

SELLER(S):

Ward Development, LLC

By: 

Steven A. Ward, Managing Member

6998 Chakarun Lane SE
Salem, OR 97306

BUYER(S):

Reid Saunders Evangelistic Association, Inc.

By: 

Authorized Signer

PO Box 4275
Salem, OR 97302

Accepted 

AMERITITLE, LLC

By: 

Tasha Walery

ADDENDUM TO ESCROW INSTRUCTIONS

ESCROW # 515850AM

DATE: April 10, 2022

My/our previous instructions in the above-referenced escrow are hereby supplemented to include the following and are made a part herein.

The parties herein acknowledge that AmeriTitle, LLC shall not require proof of hazard (fire) insurance coverage from the buyer prior to closing, as this is a cash sale or bare land. However, AmeriTitle, LLC urges the buyer to contact their agent should buyer need coverage. AmeriTitle, LLC shall be held harmless from any liability or responsibility in obtaining and providing proof of insurance.

All parties to this transaction instruct AmeriTitle, LLC to follow the instructions of the Buyer's Deed instructions regarding the buyer's name to be used on the conveyance document. The parties acknowledge in some cases the seller may have already executed the conveyance document and give **AmeriTitle, LLC** permission to correct any necessary changes to the buyer's name and or mailing information. Buyer further acknowledges the Owners Title policy will be issued to reflect any changes made by buyer. These changes shall be in compliance with the buyers written instructions and shall supersede any instructions executed previously or concurrently. **These corrections are limited to:**

- Buyer's (Grantee's) name to correct a typographical error, addition or deletion of middle name/initial
- Concurrent interest of grantee, such as addition or deletion of survivorship or percentage of ownership
- Mailing address of Buyer
- Mailing address for tax statements

All parties hereby instruct AmeriTitle, LLC that any and all dues and/or assessments due to the City of Salem shall be handled directly between the parties outside of the close of this escrow. AmeriTitle, LLC shall be held harmless from any liability or responsibility in obtaining and collecting any City dues and/or assessments.

The undersigned have instructed AmeriTitle, LLC that they shall be responsible for their respective attorney fees outside of the close of this escrow.

Should it be determined after the closing there are any outstanding association fees and/or dues which are payable. Buyer agrees they will be handled direct and outside of closing. Buyer agrees to hold AmeriTitle, as title insurer and settlement agent, harmless from liability, responsibility and risk of loss whatsoever (including, but not limited to court costs and attorney fees) for any matters that may arise regarding any unpaid or inaccurate amounts due to any HOA and/or management company and/or collections company.

All terms and conditions referenced in the earnest money agreement between the parties have been or will be satisfied between the parties outside of this escrow with no liability or responsibility to AmeriTitle, LLC.

Both buyer and seller hereby acknowledge the property tax prorate is based on only a portion of the current tax amount due. The county may reassess the tax amount at any time. Parties agree that this figure will be accepted as final and further agree to hold AmeriTitle, LLC harmless from any liability due to a variance in the billed amounts for the current fiscal year.

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.

SIGNATURES

SELLER(S):

Ward Development, LLC

By: 

Steven A. Ward, Managing Member

6998 Chakarun Lane SE
Salem, OR 97306

BUYER(S):

Reid Saunders Evangelistic Association, Inc.

By: 

Authorized Signer

PO Box 4275
Salem, OR 97302