



1433 SW 6th Avenue
(503)646-4444

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

To ("Customer"): Deanna Jackson
P.O. Box 5905
Salem, OR 97305

Customer Ref.: _____
Order No.: 471822121832
Effective Date: October 19, 2022 at 08:00 AM
Charge: \$400.00

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

THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.

Part One - Ownership and Property Description

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

Jerry D. Jackson and Deanna R. Jackson as Trustees of the Jerry D. Jackson and Deanna R. Jackson Family Trust, executed the 16 day of July, 1998

Premises. The Property is:

(a) Street Address:

No Situs, Salem, OR 97304

(b) Legal Description:

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

Part Two - Encumbrances

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

EXCEPTIONS

1. Unpaid Property Taxes are as follows:

Fiscal Year: 2022-2023
Amount: \$675.92, plus interest, if any
Levy Code: 3201
Account No.: [345992](#)
Map No.: 07309CD00808

Affects a portion

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. Unpaid Property Taxes are as follows:

Fiscal Year: 2022-2023
Amount: \$192.80, plus interest, if any
Levy Code: 3201
Account No.: [531218](#)
Map No.: 07309CD00812

Affects the remainder

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.

3. City Liens, if any, in favor of the City of Salem.
4. Rights of the public to any portion of the Land lying within the limits of streets, roads and highways.
5. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Theodore P. Ediger and Sarah J. Ediger, husband and wife
Purpose: roadway
Recording Date: March 29, 1962
Recording No: [Book 181, Page 41](#)

6. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Portland General Electric Company, an Oregon Corporation
Purpose: as stated in said easement
Recording Date: July 17, 1962
Recording No: [Book 182, Page 429](#)

7. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Northwest Natural Gas Company, a corporation of the State of Oregon
Purpose: as stated in said easement
Recording Date: June 7, 1963
Recording No: [Book 186, Page 206](#)

8. Terms, provisions and conditions, including, but not limited to, maintenance provisions, as contained in Water Agreement

Recording Date: February 11, 1966
Recording No.: [Book 199, Page 377](#)

9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Alden Cooper and Frances Cooper, husband and wife
Purpose: roadway and water
Recording Date: March 14, 1966
Recording No: [Book 199, Page 645](#)

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Alden Cooper and Frances Cooper, husband and wife
Purpose: roadways
Recording Date: November 6, 1968
Recording No: [Book 214, Page 315](#)

11. Terms, provisions and conditions, including, but not limited to, maintenance provisions, as contained in Easement

Recording Date: January 4, 1977
Recording No.: [Book 100, Page 826](#)

12. Easement(s) for the purpose(s) shown below and rights incidental thereto as reserved in a document;

Reserved by: Edward A. Hoem and Jean C. Hoem
Purpose: as stated in said document
Recording Date: January 26, 1994
Recording No: [Book 280, Page 1792](#)

13. Terms, provisions and conditions, including, but not limited to, maintenance provisions, as contained in Easement Modification Agreement

Recording Date: January 26, 1994
Recording No.: [Book 280, Page 1794](#)

14. Terms, provisions and conditions, including, but not limited to, maintenance provisions, as contained in Agreement Regarding 60' Foot Strip and Easement

Recording Date: January 26, 1994
Recording No.: [Book 280, Page 1799](#)

15. Terms, provisions and conditions of sewer line easement, including, but not limited to, maintenance provisions, as contained in Warranty Deed

Recording Date: October 6, 1994
Recording No.: [Book 294, Page 1149](#)

and Re-Recording Date: October 19, 1995
and Re-Recording No: [Book 308, Page 1498](#)
Reason: correct legal description

16. Please be advised that our search did not disclose any open Deeds of Trust of record.
17. Existing leases and tenancies, if any, and any interests that may appear upon examination of such leases.
18. The terms of the trust agreement under which Jerry D. Jackson and Deanna R. Jackson as Trustees of the Jerry D. Jackson and Deanna R. Jackson Family Trust, executed the 16 day of July, 1998 herein holds title.

End of Reported Information

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

James Carter
503-336-9126
james.carterjr@titlegroup.fntg.com

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

EXHIBIT "A"
Legal Description

Beginning at a point which is 1508.10 feet West and 125.00 feet South from the most Easterly Northeast corner of the C.O. Hosford Donation Land Claim No. 65 in Township 7 South, Range 3 West of the Willamette Meridian, in Polk County, Oregon; thence West 85.14 feet; thence South 00°10'00" East 129.43 feet; thence, along the arc of a 305.58 foot radius curve to the right (the chord of which bears South 04°04'47" West 59.82 feet), to a point on the South line of a tract of land conveyed to Thomas Kay, Jr. and recorded in Book of Records 280, Page 1782, Polk County, Oregon; thence North 89°44'53" East 90.01 feet to the Southeast corner of said Kay Tract; thence North 188.72 feet to the Point of Beginning.

TOGETHER WITH an easement for ingress and egress, as granted in the deed to Robert F. Yungen and Violet Yungen, recorded January 4, 1977, in Book of Records 100, Page 826, Polk County Records, over a strip of land 10 feet in width, said strip of land being the East 10 feet of the tract of land conveyed to James W. Weeks dba Salemtown Realty by deed recorded January 4, 1977, Book of Records 100, Page 825, Polk County Records.

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

471822121832

Remit Payment To:

Ticor Title Company of Oregon
10151 SE Sunnyside Rd. Suite 300
Clackamas, OR 97015
Phone: (503)646-4444 Fax: (503)469-4198

INVOICE

Due upon receipt

Deanna Jackson
ATTN: Deanna Jackson
P.O. Box 5905
Salem, OR 97305

Order Number: 471822121832

Invoice Date: 10/21/2022

Invoice Number: 471822121832-1

Operation: 02743.471818

Buyer/Borrower(s): Jackson Jerry D Et Al Family Trust

Title Officer: James Carter

Sales Rep: Stacy Lund

Property Description (1):

No Situs, Salem, OR 97304

Bill Code	Description	Amount
OER	OAE	400.00

Invoice total amount due: \$400.00

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