

40703 PROVIDENCE DR

SCIO, OR



NOTICE OFFER IS SUBJECT TO ERRORS, OMISSIONS, PRIOR SALE, CHANGE OR WITHDRAWAL WITHOUT NOTICE, AND APPROVAL OF PURCHASE BY OWNER. INFORMATION REGARDING LAND CLASSIFICATION, CARRYING CAPACITIES, MAPS, ETC., IS INTENDED ONLY AS A GENERAL GUIDELINE AND HAS BEEN PROVIDED BY THE OWNERS AND OTHER SOURCES DEEMED RELIABLE, BUT THE ACCURACY CANNOT BE GUARANTEED. PROSPECTIVE PURCHASERS ARE ENCOURAGED TO RESEARCH THE INFORMATION TO THEIR OWN SATISFACTION.

AGENT INFORMATION



**PAUL
TERJESON**

PTERJY@KW.COM
503-999-6777

Paul Terjeson is the Principal Broker/Owner of Oregon Farm Brokers, the Willamette Valleys leading Farm, Ranch, and Land experts. For over 25 years, Paul and his team have been representing Sellers and Buyers and are experts in the purchase or sale of: High Value Farm Ground, Ranch Land, Development Property, Luxury, Small and Large Acreage, Residential, and Multifamily. Oregon Farm Brokers diverse background includes 5th generation farmer, nursery and dairy manager, land developers, and economist. Paul and his team have the combination of skills, experience, and service to understand the layers of complexity and fluency with local zoning, water rights, soils, and construction standards in Oregon. We are here to assist you in building your Real Estate Portfolio. Paul brings a high degree of professionalism to help you sell your property for the highest possible value, find the next perfect property and protect you and your interests throughout the transaction.

Steve is a fifth generation farmer who was born and raised on a farm in the Willamette Valley. Steve farmed for 32 years growing crops that includes blueberries, mint, row crops, and grass seed. He also has a wide array of knowledge about soils, water rights, property management, ranching and forestry. Steve has served on the South Santiam River Water Board for fifteen years. Steve enjoys working on improving his forested property and spending time at his farm in Eastern Oregon. He looks forward to serving the hard working people of the Willamette Valley and surrounding areas with their real estate needs. He uses his attention to detail and foresight to proactively address every aspect of his client's real estate transactions. With a reputation of hard work, honesty, and protecting his client's interests, Steve is interested in doing everything possible to ensure you are successful.



**STEVE
HELMS**

STEVHELMS@KW.COM
541-979-0118



Home Details

1940 SqFt

Single Level Home

3 Bedrooms, 2 Bathrooms

- Large Living Area
- Walk In Pantry
- Walk In Closet in Primary
- Vaulted Cielings
- Attached 2 Car Garage

Covered Front Porch

Deck Off Of Living Room



Shop & Land

Workshop

- 720 SqFt
- Concrete Floors
- Power



Land

- 52.69 Acres
- 5 Acres of Water Rights from Lacomb Water District
 - Irrigation Ditch at Front of Property
 - See Water Rights Tab for More Details
- 9 +/- Acres of Timber
- 4 +/- Acres of Pasture Ground
- 18 +/- Acres of Cleared Grazing Ground
- Year Round Creek at Back End of Property
- Apple Tree at Back End of Property
- Gated Driveway
- Mowed Trail Ways Throughout Property
- Fenced and Cross Fenced
- Serene Countryside

Maps



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**Oregon
Farm & Home**

★ BROKERS ★

KW MID-WILLAMETTE
KELLERWILLAMETTE REALTY

KELLERWILLAMETTE
LAND

KELLERWILLAMETTE
Luxury
INTERNATIONAL

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County Information

List Packet (s) Provided Through County Records



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Fidelity National Title

LINN COUNTY PROPERTY PROFILE INFORMATION

Parcel #: **0430625**

Tax Lot: **11S01W1100301**

Owner: Cuthbertson, Carol E Trustee

CoOwner:

Site: 40703 Providence Dr

Scio OR 97374

Mail: 40709 Providence Dr

Scio OR 97374

Zoning: County-EFU - Exclusive Farm Use

Std Land Use: RSFR - Single Family Residence

Legal:

Twn/Rng/Sec: T:11S R:01W S:11 Q: QQ:



ASSESSMENT & TAX INFORMATION

Market Total: **\$775,330.00**

Market Land: **\$431,750.00**

Market Impr: **\$343,580.00**

Assessment Year: **2022**

Assessed Total: **\$297,020.00**

Exemption:

Taxes: **\$4,176.71**

Levy Code: 00908

Levy Rate: 14.0621

PROPERTY CHARACTERISTICS

Year Built: 2009

Eff Year Built:

Bedrooms: 3

Bathrooms: 2

of Stories: 1

Total SqFt: 1,940 SqFt

Floor 1 SqFt:

Floor 2 SqFt:

Basement SqFt:

Lot size: 52.69 Acres (2,295,176 SqFt)

Garage SqFt:

Garage Type:

AC:

Pool:

Heat Source:

Fireplace:

Bldg Condition:

Neighborhood:

Lot:

Block:

Plat/Subdiv:

School Dist: 9Z1 - Lebanon

Census: 5009 - 030100

Recreation:

SALE & LOAN INFORMATION

Sale Date: 09/10/2014

Sale Amount:

Document #: 11715

Deed Type: Deed

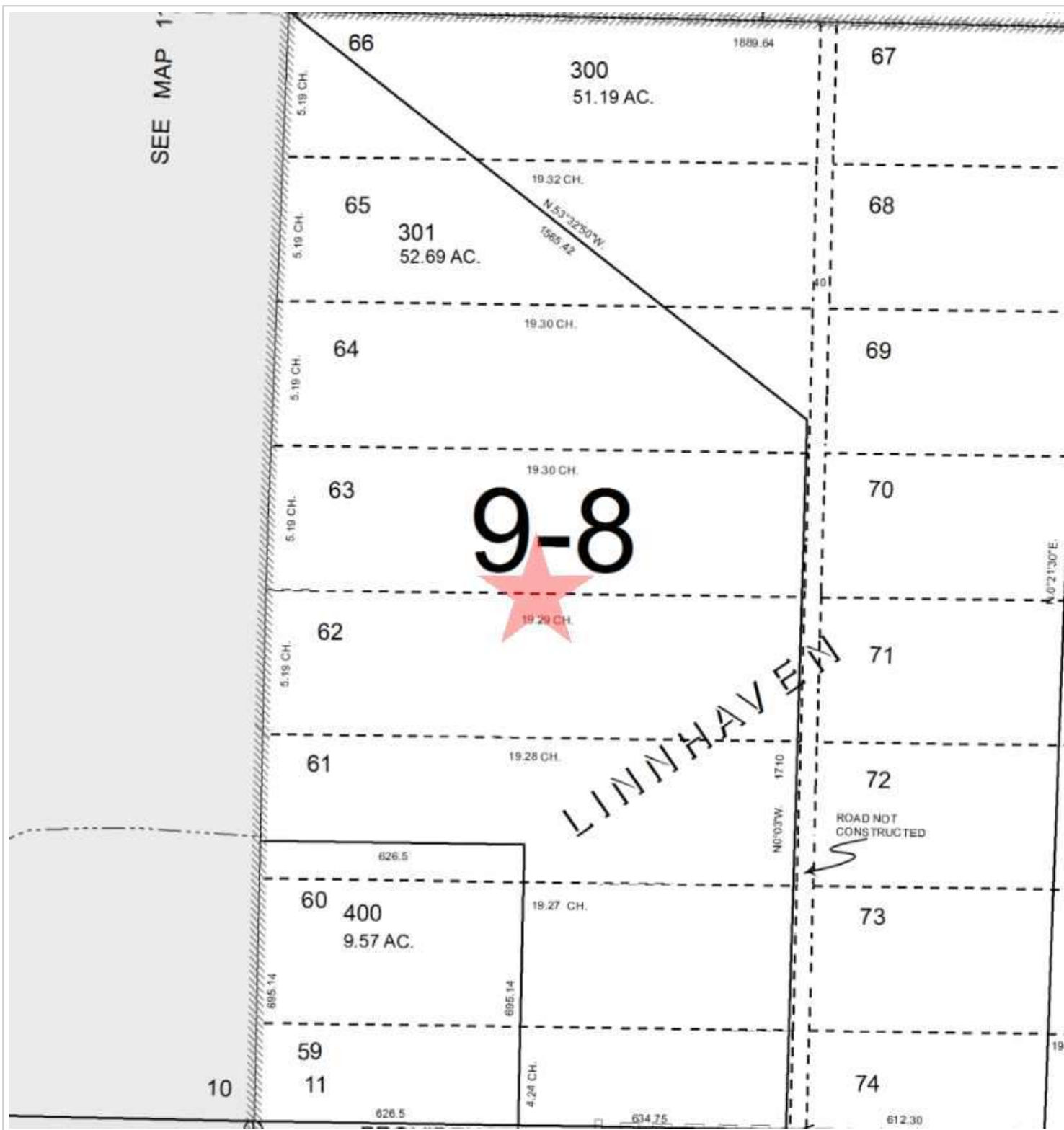
Loan Amount:

Lender:

Loan Type:

Interest Type:

Title Co:

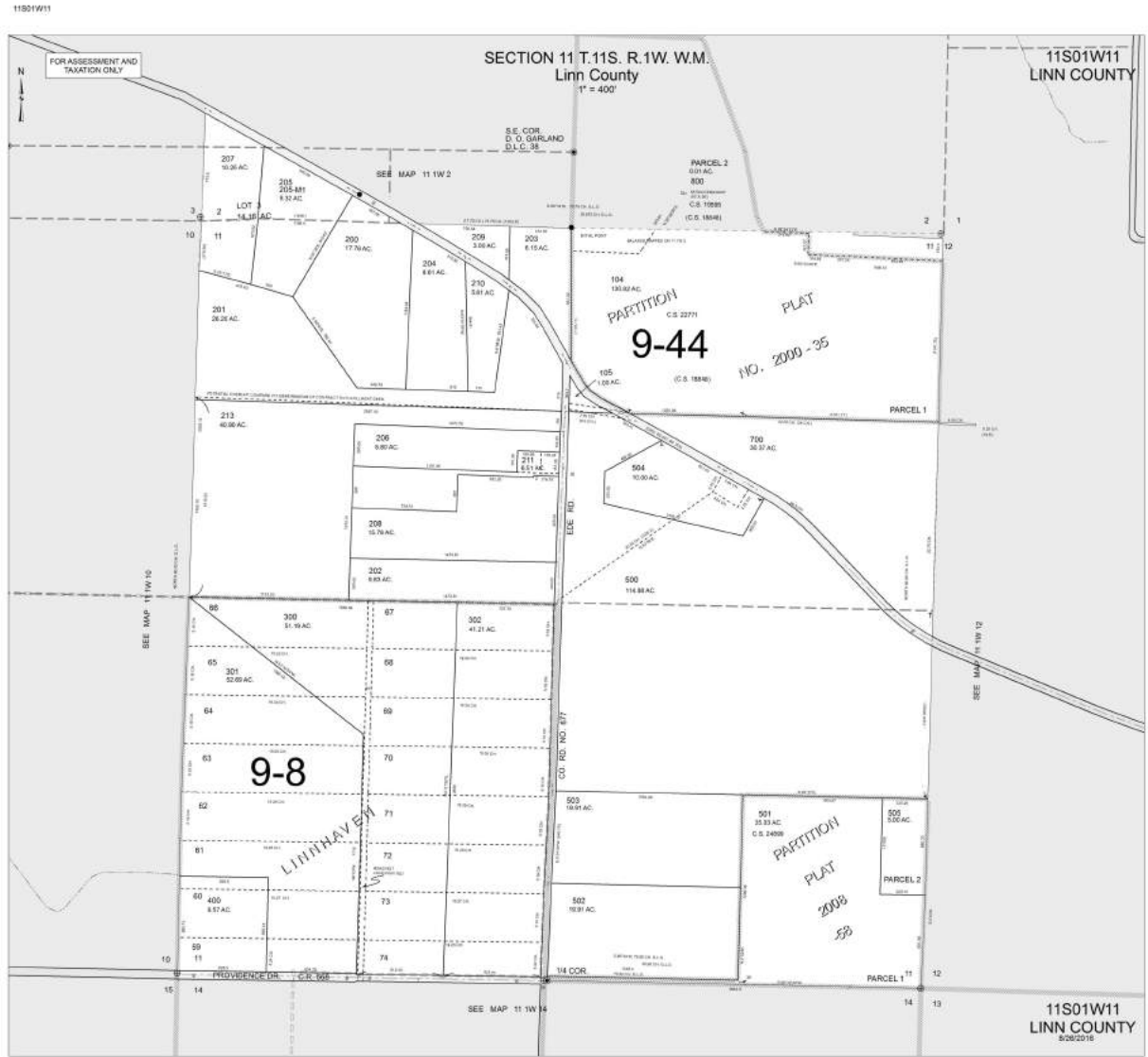


Parcel ID: 0430625

Site Address: 40703 Providence Dr

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

Full Assessor Map

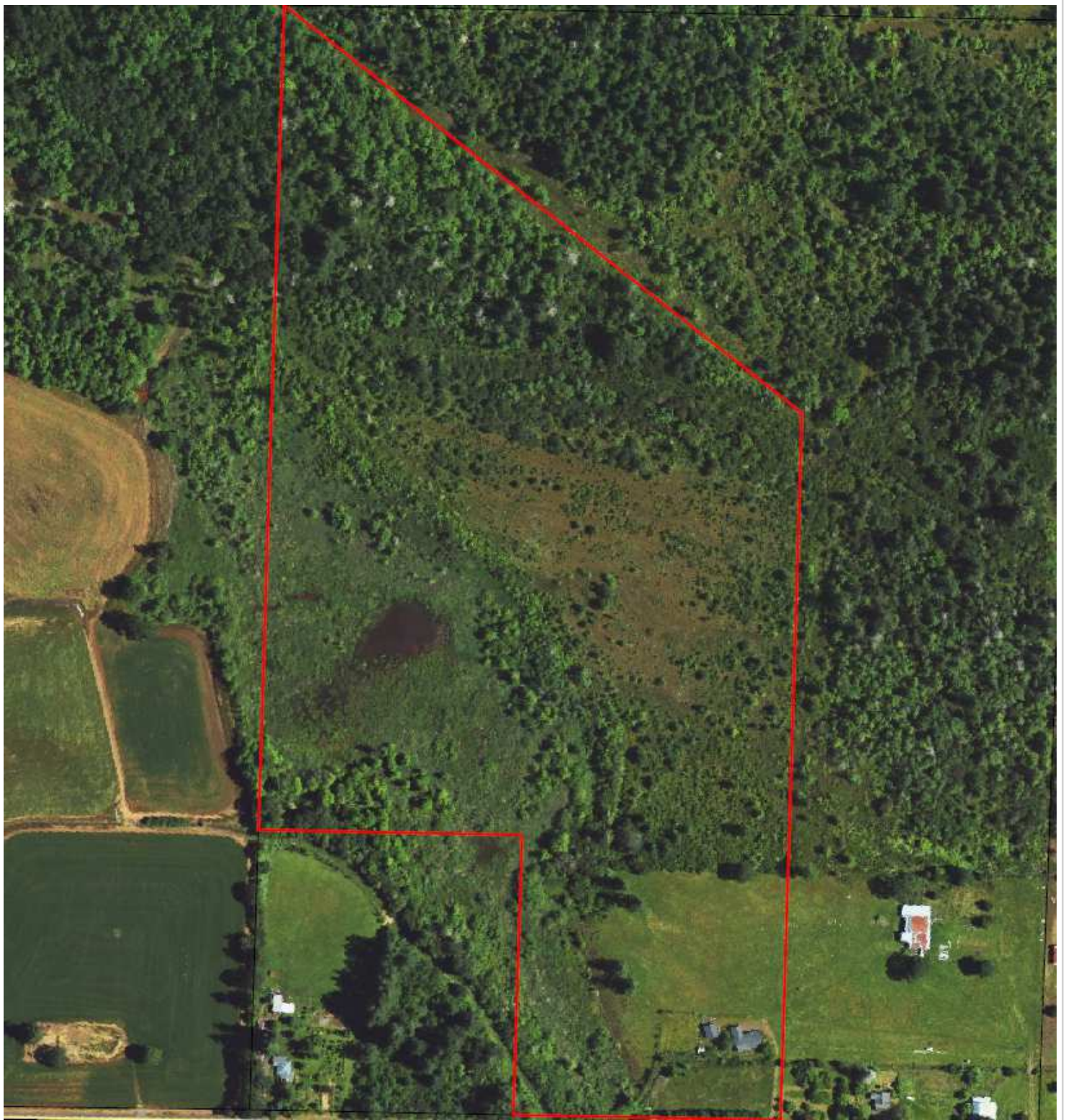


Parcel ID: 0430625

Site Address: 40703 Providence Dr

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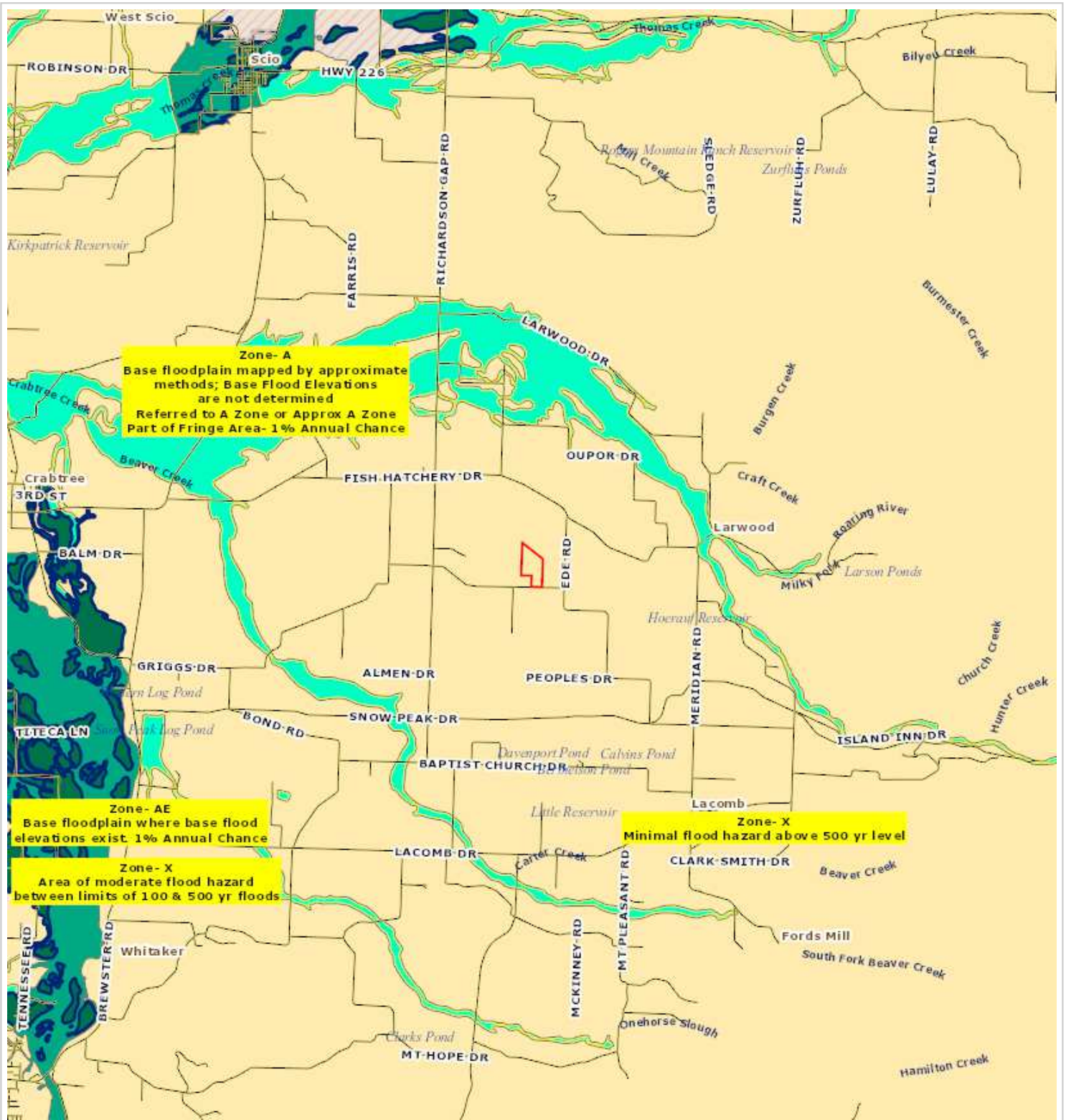
Aerial Map



Parcel ID: 0430625

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Flood Map



Fidelity National Title

Parcel ID: 0430625

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Linn County
2022 Real Property Assessment Report
 Account 430625

Map 11S01W11-00-00301
Code - Tax ID 00908 - 430625

Tax Status Assessable
Account Status Active
Subtype NORMAL

Legal Descr Metes & Bounds - See legal report for full description

Mailing CUTHBERTSON CAROL E TRUSTEE
 40709 PROVIDENCE DR
 SCIO OR 97374

Deed Reference # 2014-11715
Sales Date/Price 09-10-2014 / \$0
Appraiser WILKINSON, MARK

Property Class 401 **MA** **SA** **NH**
RMV Class 401 05 00 001

Site	Situs Address	City
2	40703 PROVIDENCE DR	SCIO
2	40703 PROVIDENCE DR	SCIO

Value Summary						
Code Area		RMV	MAV	AV	RMV Exception	CPR %
00908	Land	431,750		Land	0	
	Impr	343,580		Impr	0	
Code Area Total		775,330	297,020	297,020	0	
Grand Total		775,330	297,020	297,020	0	

Land Breakdown									
Code Area	ID #	RFPD	Ex	Plan Zone	Value Source	Trend %	Size	Land Class	Trended RMV
00908					LANDSCAPE - MINIMUM	100			1,000
	2	<input checked="" type="checkbox"/>			Market	107	52.69 AC		400,750
					RURAL OSD - AVG	100			30,000
Code Area Total							52.69 AC		431,750

Improvement Breakdown									
Code Area	ID #	Year Built	Stat Class	Description	Trend %	Total Sqft	Ex%	MS Acct	Trended RMV
00908	100	2009	131	RES One story	108	1,940			324,390
	101	2009	317	GP BUILDING	108	720			19,190
Code Area Total						2,660			343,580

Exemptions / Special Assessments / Notations	
Code Area 00908	
Tax Notations	
<ul style="list-style-type: none"> ■ TAX NOTATION RETURNED MAIL 	

Comments EV#2005-353: ROAD RIGHT-OF-WAY ADJUSTMENT.... 8-05 AS
 98MX: ADDED FOR OSD. LAND: +\$8830. 3/25/98 JLS.
 Plans for garage, Plans for res
 10MX: EXT W/OWNER, RES AND GARAGE EST COMPLETE FOR 1/1/10. OWNER DOES NOT PLAN TO ADD CONCRETE FOR DRIVE AT THIS TIME. 1/10 MW
 '00 MX: CHG'D PCLS TO 400. 5-4-00 TT.....

STATEMENT OF TAX ACCOUNT

Linn County Courthouse, Room 214

300 4th Ave SW, PO Box 100

Albany, Oregon 97321-8600

(541) 967-3808

16-Aug-2023

CUTHBERTSON CAROL E TRUSTEE
40709 PROVIDENCE DR
SCIO OR 97374

Tax Account #	430625	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	00908
Situs Address	40703 PROVIDENCE DR SCIO OR 97374	Interest To	Aug 16, 2023

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2022	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$4,176.71	Nov 15, 2022
2021	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$4,007.25	Nov 15, 2021
2020	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,949.31	Nov 15, 2020
2019	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,877.77	Nov 15, 2019
2018	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,784.44	Nov 15, 2018
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,703.66	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,619.43	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,499.05	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,429.28	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,260.71	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,172.17	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$3,122.38	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$2,745.74	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,124.66	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,090.13	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,067.99	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,032.02	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,007.18	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$1,015.41	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$954.62	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$878.93	Nov 15, 2002
2001	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$872.16	Nov 15, 2001
2000	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$878.03	Nov 15, 2000
1999	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$659.22	Nov 15, 1999
1998	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$616.50	Nov 15, 1998
1997	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$606.32	Dec 15, 1997
1996	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$625.20	Nov 15, 1996
1995	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$96.35	Nov 15, 1995
1994	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$109.40	Nov 15, 1994
1993	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$123.61	Nov 15, 1993
1992	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$142.01	Nov 15, 1992
1991	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$169.81	Nov 15, 1991
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$59,417.45	

STATEMENT OF TAX ACCOUNT

Linn County Courthouse, Room 214

300 4th Ave SW, PO Box 100

Albany, Oregon 97321-8600

(541) 967-3808

16-Aug-2023

CUTHBERTSON CAROL E TRUSTEE
40709 PROVIDENCE DR
SCIO OR 97374

Tax Account #	430625	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	00908
Situs Address	40703 PROVIDENCE DR SCIO OR 97374	Interest To	Aug 16, 2023

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
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TAX NOTATION...

NOTATION CODE	DATE ADDED	DESCRIPTION
RETURNED MAIL	22-Oct-2021	2021 TAX STATEMENT, FW TO 2796 S MAIN RD UNIT 21 LEBANON OR 97355 2022 TAX STMT, NMR

Grantor's Name and Address:

Carol Edith Cuthbertson
40709 Providence Drive
Scio, OR 97374

Grantee's Name and Address:

Carol E. Cuthbertson
40709 Providence Drive
Scio, OR 97374

After Recording Return To:

Ryan E. Haan
Weatherford Thompson
PO Box 667
Albany, OR 97321

Send Tax Statements To:

Carol E. Cuthbertson
40709 Providence Drive
Scio, OR 97374

Assessor's Account No. 430625

LINN COUNTY, OREGON		2014-11715
D-BS		09/10/2014 02:30:14 PM
Stn=3 S. WILSON		
\$15.00 \$11.00 \$10.00 \$19.00 \$20.00		\$75.00
I, Steve Druckenmiller, County Clerk for Linn County, Oregon, certify that the instrument identified herein was recorded in the Clerk records.		
Steve Druckenmiller - County Clerk		

BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS that Carol Edith Cuthbertson (who is the same person as Karen Cuthbertson and is also known as Karen Cuthbertson), for the consideration hereinafter stated, do hereby convey unto Carol E. Cuthbertson, as Trustee of, and for the benefit of, the Carol E. Cuthbertson Revocable Trust dated September 9, 2014, hereinafter referred to as Grantee, and unto Grantee's heirs, successors and assigns, all of Grantor's interest in that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Linn County, State of Oregon, described as follows:

Said real property being more particularly described on Exhibit "A" attached hereto and incorporated herein.

SUBJECT TO all easements, conditions, restrictions and encumbrances of record.

TO HAVE AND TO HOLD the same unto Grantee and Grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$0. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

In construing this Deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this Deed shall apply equally to corporations and to individuals.

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, AND 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.

IN WITNESS WHEREOF, the Grantor has executed this instrument on September 9, 2014.

Carol Edith Cuthbertson
Carol Edith Cuthbertson (who is the same person as Karen Cuthbertson and is also known as Karen Cuthbertson)

STATE OF OREGON)
) ss.
County of Linn)

This instrument was acknowledged before me on this 9th day of September, 2014, by Carol Edith Cuthbertson (who is the same person as Karen Cuthbertson and is also known as Karen Cuthbertson).

Jasmine Cama Hutchins
Notary Public for Oregon
My Commission Expires: 03/24/2018

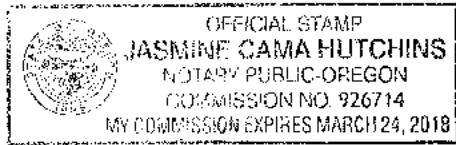


EXHIBIT "A"
TO
BARGAIN AND SALE DEED

Beginning on the South line of Section 11, Township 11 South, Range 1 West of the Willamette Meridian in Linn County, Oregon, at a point which is 626.25 feet North 89°20' East from the Southwest corner of said Section; thence North 89°20' East along the South line of said Section, 634.75 feet to a railroad spike; thence North 0°03' West 1710.00 feet to a 5/8 inch iron rod; thence North 53°32' 50" West 1565.42 feet to the West ¼ corner of said Section 11; thence South along the West line of said Section 1959.62 feet to an iron rod which is 695.14 feet North from the Southwest corner of said Section 11; thence North 89°20' East parallel with the South line of said Section 626.25 feet to an iron rod; thence South 695.14 feet to the point of beginning.

Preliminary Title Report

Report Provided by Fidelity National Title



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Fidelity National Title
Company of Oregon

PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Fidelity National Title Company of Oregon hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit One. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Fidelity National Title Insurance Company, a/an Florida corporation.

Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

Randy Leeper



Fidelity National Title
Company of Oregon

317 1st Ave. W, Ste 100, Albany, OR 97321
(541)924-0767 FAX (866)220-1228

PRELIMINARY REPORT

ESCROW OFFICER: Tara Riesterer
Tara.Riesterer@fnf.com
541-924-0767

ORDER NO.: 60222304147

TITLE OFFICER: Janie Stone and Tina Turner

TO: Fidelity National Title Company of Oregon
317 1st Ave. W, Ste 100
Albany, OR 97321

ESCROW LICENSE NO.: 200210046

OWNER/SELLER: The Carol E. Cuthbertson Revocable Trust dated September 9, 2014

BUYER/BORROWER: TBD

PROPERTY ADDRESS: 40703 Providence Dr, Scio, OR 97374-9768

EFFECTIVE DATE: August 11, 2023, 08:00 AM

1. THE POLICY AND ENDORSEMENTS TO BE ISSUED AND THE RELATED CHARGES ARE:

	<u>AMOUNT</u>	<u>PREMIUM</u>
ALTA Owner's Policy 2021 Owner's Standard	\$ 1.00	\$ 200.00
OTIRO Endorsement No. 110		\$ 0.00
ALTA Loan Policy 2021 Extended Lender's	\$ 1.00	\$ 160.00
OTIRO 209.10-06 - Restrictions, Encroachments, Minerals - Current Violations (ALTA 9.10-06)		\$ 100.00
OTIRO 222-06 - Location (ALTA 22-06)		\$ 0.00
OTIRO 208.1 - Environmental Protection Lien (ALTA 8.1 - 2021)		\$ 0.00

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

A Fee

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

The unknown successor trustee(s) of the Carol E. Cuthbertson Revocable Trust dated September 9, 2014

4. THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE COUNTY OF LINN, STATE OF OREGON, AND IS DESCRIBED AS FOLLOWS:

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

EXHIBIT "A"
Legal Description

Beginning on the South line of Section 11, Township 11 South, Range 1 West of the Willamette Meridian in Linn County, Oregon, at a point which is 626.25 feet North 89°20' East from the Southwest corner of said Section; thence North 89°20' East along the South line of said Section, 634.75 feet to a railroad spike; thence North 0°03' West 1710.00 feet to a 5/8 inch iron rod; thence North 53°32'50" West 1565.42 feet to the West 1/4 corner of said Section 11; thence South along the West line of said Section 1959.62 feet to an iron rod which is 695.14 feet North from the Southwest corner of said Section 11; thence North 89°20' East parallel with the South line of said Section 626.25 feet to an iron rod; thence South 695.14 feet to the point of beginning.

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

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. 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, or claims of easement, which are 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 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.

SPECIFIC ITEMS AND EXCEPTIONS:

6. Property taxes in an undetermined amount, which are a lien but not yet payable, including any assessments collected with taxes to be levied for the fiscal year 2023-2024.
7. Rights of the public to any portion of the Land lying within the area commonly known as streets, roads and highways.
8. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Consumers Power, Inc., an Oregon corporation
Purpose: poles, overhead and underground power transmission facilities
Recording Date: November 20, 1997
Recording No: [Volume 906, Page 365](#)
Affects: Southerly portion of said premises

9. Any invalidity or defect in the title of the vestees in the event that the trust referred to herein is invalid or fails to grant sufficient powers to the trustee(s) or in the event there is a lack of compliance with the terms and provisions of the trust instrument.

If title is to be insured in the trustee(s) of a trust (or if their act is to be insured), this Company will require a copy of said Trust Agreement or a Trust Certification pursuant to ORS Chapter 130.860.

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

10. If the forthcoming conveyance/encumbrance is to be executed by the original trustee(s), it will not be necessary to furnish a copy of the trust agreement.

- 11. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.
- 12. 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.

To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

- 13. 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.

To remove this item, the Company will require an affidavit and indemnity on a form supplied by the Company.

ADDITIONAL REQUIREMENTS/NOTES:

- A. Note: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year: 2022-2023
Amount: \$4,176.71
Levy Code: 00908
Account No.: 0430625
Map No.: 11S01W11-00-00301

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.

- B. Note: The name(s) of the proposed insured(s) furnished with this application for title insurance is/are:

No names were furnished with the application. Please provide the name(s) of the buyers as soon as possible.
- C. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final ALTA Policy unless removed prior to issuance.
- D. Note: The State of Oregon requires every ALTA Owner's Policy (07-01-2021) to include the OTIRO 110 Endorsement as a supplement to the definition of Insured in said Owner's Policy's Conditions to confirm coverage is the same for an Oregon Registered Domestic Partner as it is for a Spouse.
- E. Note: No utility search has been made or will be made for water, sewer or storm drainage charges unless the City/Service District claims them as liens (i.e. foreclosable) and reflects them on its lien docket as of the date of closing. Buyers should check with the appropriate city bureau or water service district and obtain a billing cutoff. Such charges must be adjusted outside of escrow.
- F. Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.
- G. Note: Effective January 1, 2008, Oregon law (ORS 314.258) mandates withholding of Oregon income taxes from sellers who do not continue to be Oregon residents or qualify for an exemption. Please contact your Escrow Closer for further information.

H. THE FOLLOWING NOTICE IS REQUIRED BY STATE LAW: YOU WILL BE REVIEWING, APPROVING AND SIGNING IMPORTANT DOCUMENTS AT CLOSING. LEGAL CONSEQUENCES FOLLOW FROM THE SELECTION AND USE OF THESE DOCUMENTS. 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 SEEN, PLEASE CONTACT THE ESCROW AGENT.

I. Recording Charge (Per Document) is the following:

County	First Page	Each Additional Page
Marion	\$86.00	\$5.00
Benton	\$108.00	\$5.00
Polk	\$91.00	\$5.00
Linn	\$105.00	\$5.00

Note: When possible the company will record electronically. An additional charge of \$5.00 applies to each document that is recorded electronically.

Note: Please send any documents for recording to the following address:
Portland Title Group
Attn: Recorder
1455 SW Broadway, Suite 1450
Portland, OR. 97201

J. Note: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

K. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, processing, manufacture, sale, dispensing or use of marijuana and psilocybin, the Company is not able to close or insure any transaction involving Land associated with these activities.

L. NOTE: IMPORTANT INFORMATION REGARDING PROPERTY TAX PAYMENTS:

Fiscal Year:	July 1st through June 30th
Taxes become a lien on real property, but are not yet payable:	July 1st
Taxes become certified and payable (approximately on this date):	October 15th
First one third payment of taxes is due:	November 15th
Second one third payment of taxes is due:	February 15th
Final payment of taxes is due:	May 15th

Discounts: If two thirds are paid by November 15th, a 2% discount will apply. If the full amount of the taxes are paid by November 15th, a 3% discount will apply.

Interest: Interest accrues as of the 15th of each month based on any amount that is unpaid by the due date. No interest is charged if the minimum amount is paid according to the above mentioned payment schedule.

EXHIBIT ONE
2021 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (07-01-2021)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
- b. any governmental forfeiture, police, regulatory, or national security power.
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;
 - d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser or encumbrancer had been given for the Insured Mortgage at the Date of Policy.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business law.
5. Invalidity or unenforceability of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or Consumer Protection Law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction creating the lien of the Insured Mortgage is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the Insured Mortgage is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any reason not stated in the Covered Risk 13.b
7. Any claim of a PACA-PSA Trust. Exclusion 7 does not modify or limit the coverage provided under Covered Risk 8.
8. Any lien on the Title for real estate taxes or assessments imposed by a governmental authority and created or attaching between the Date of Policy and the date of recording of the Insured Mortgage in the Public Records. Exclusion 8 does not modify or limit the coverage provided under Covered Risk 2.b. or 11.b.
9. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2021 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (07-01-2021)
EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

1. a. any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection;
- b. any governmental forfeiture, police, regulatory, or national security power
- c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
- Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - a. created, suffered, assumed or agreed to by the Insured Claimant;
 - b. not known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - c. resulting in no loss or damage to the Insured Claimant;

- d. attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
- e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer, or
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

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, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

EXHIBIT ONE

2006 AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;
 - not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

- resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
- Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with the applicable doing-business laws of the state where the Land is situated.
 - Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
 - Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
 - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 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.
- 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.
- 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.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

2006 AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (06-17-06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses that arise by reason of:

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning) restricting, regulating, prohibiting or relating to
 - the occupancy, use, or enjoyment of the Land;
 - the character, dimensions or location of any improvement erected on the land;
 - the subdivision of land; or
 - environmental protection;or the effect of any violation of these laws, ordinances or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- Defects, liens, encumbrances, adverse claims, or other matters
 - created, suffered, assumed or agreed to by the Insured Claimant;

- not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - resulting in no loss or damage to the Insured Claimant;
 - attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- Any claim, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - a fraudulent conveyance or fraudulent transfer, or
 - a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.
 - Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage.

SCHEDULE B - GENERAL EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 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.
- 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.
- 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.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
- Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.



Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. DO NOT use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do NOT reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:

<http://www.fbi.gov>

Internet Crime Complaint Center:

<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

For Virginia Residents: For additional information about your Virginia privacy rights, please email privacy@fnf.com or call (888) 714-2710.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

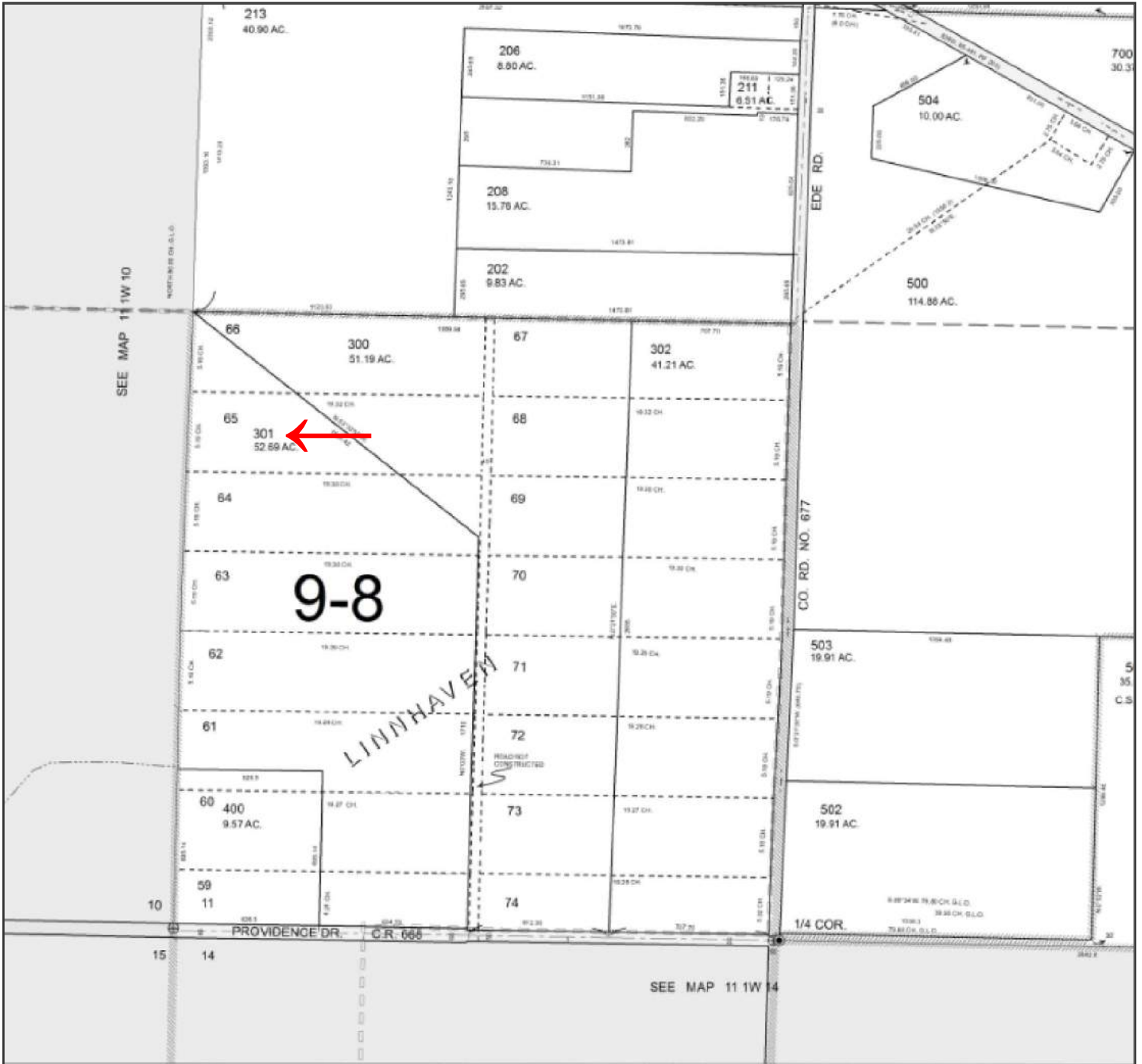
Your Consent To This Privacy Notice; Notice Changes

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Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



ParcelID: 0055992
Tax Account #: 11S01W1100300
40709 Providence Dr, Scio OR 97374

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

After Recording Return to:

Ryan E. Haan
PO Box 667
Albany, OR 97321

Grantor's Name and Address:

Diana G. Tate
1535 Cypress Point Drive
Medford, OR 97504

Beneficiary's Name and Address:

William Cuthbertson
2796 S. Main Road, Sp. 21
Lebanon, OR 97355

Trustee's Name and Address:

Ryan E. Haan, Attorney at Law
PO Box 667
Albany, OR 97321

Assessor's Account No. 430625

TRUST DEED

THIS TRUST DEED, made effective on September 1, 2023 between Diana G. Tate, as Grantor, Ryan E. Haan, Attorney at Law, as Trustee, and William Cuthbertson, as Beneficiary.

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the property in Linn County, Oregon, described as set forth on Exhibit A, together with all and singular the tenements, hereditaments and appurtenances and all other rights there unto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of Ninety Thousand Dollars (\$90,000.00), with interest thereon according to the terms of a promissory note dated of even date herewith, payable to Beneficiary, the final payment of principal and interest thereof, to be due and payable on the sooner September 1, 2024 or the sale of the property by Grantor.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable. Should the Grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the property or all (or any part) of Grantor's interest in it without first obtaining the written consent or approval of the Beneficiary, then, at the Beneficiary's option all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

To protect the security of this trust deed, Grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the property.
2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the Beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the Beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the Beneficiary.

4. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts there for to Beneficiary; should the Grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by Grantor, either by direct payment or by providing Beneficiary with funds with which to make such payment, Beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 8 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the Grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the Beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

5. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the Trustee incurred in connection with or in enforcing this obligation and Trustee's and attorney's fees actually incurred.

6. To appear in and defend any action or proceeding purporting to affect the security rights or powers of Beneficiary or Trustee; and in any suit, action or proceeding in which the Beneficiary or Trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the Beneficiary's or Trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 8 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, Grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the Beneficiary's or Trustee's attorney's fees on such appeal.

7. To refrain from growing, selling, manufacturing, or delivering any marijuana, hemp, CBD, or other cannabis byproduct on the property.

It is mutually agreed that:

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, Beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by Grantor in such proceedings, shall be paid to Beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by Beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and Grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon Beneficiary's request.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, Trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The Beneficiary in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by Grantor hereunder, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by Grantor in payment of any indebtedness secured hereby or in Grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the Beneficiary may declare all sums secured hereby immediately due and payable. In such an event the Beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the Trustee to foreclose this trust

deed by advertisement and sale, or may direct the Trustee to pursue any other right or remedy, either at law or in equity, which the Beneficiary may have. In the event the Beneficiary elects to foreclose by advertisement and sale, the Beneficiary or the Trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the Trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.752 to 86.809.

13. After the Trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the Trustee conducts the sale, the Grantor or any other person so privileged by ORS 86.778, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Tendering the performance required under the obligation or trust deed may cure any other default that is capable of being cured. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the Beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with Trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The Trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the Trustee, but including the Grantor and Beneficiary, may purchase at the sale.

15. When Trustee sells pursuant to the powers provided herein, Trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the Trustee and a reasonable charge by Trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the Trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the Grantor or to any successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any Trustee named herein or to any successor Trustee appointed hereunder. Upon such appointment, and without conveyance to the successor Trustee, the latter shall be vested with all title, powers and duties conferred upon any Trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor Trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless Trustee brings such action or proceeding.

The Grantor covenants and agree to and with the Beneficiary and the Beneficiary's successor in interest that the Grantor is lawfully seized in fee simple of the real property and have a valid, unencumbered title thereto and that the Grantor will warrant and forever defend the same against all persons whomsoever.

The Grantor warrants that the proceeds of the loan represented by the above-described note and this trust deed are primarily for residential purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term Beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a Beneficiary herein.

In construing this trust deed, it is understood that the Grantor, Trustee and/or Beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. 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. 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 VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES 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.

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.

GRANTOR:

Diana G. Tate

Diana G. Tate

STATE OF OREGON)
) ss.
County of Linn)

This instrument was acknowledged before me on September 1, 2023 by Diana G. Tate, Grantor.



Jennifer Skaggs

Notary Public for Oregon

REQUEST FOR FULL RECONVEYANCE
(To be used only when obligations have been paid.)

TO: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same.

Mail reconveyance and documents to: _____

DATED: _____, 20__

BENEFICIARY

EXHIBIT A

Beginning on the South line of Section 11, Township 11 South, Range 1 West of the Willamette Meridian in Linn County, Oregon, at a point which is 626.25 feet North 89°20' East from the Southwest corner of said Section; thence North 89°20' East along the South line of said Section, 634.75 feet to a railroad spike; thence North 0°03' West 1710.00 feet to a 5/8 inch iron rod; thence North 53°32'50" West 1565.42 feet to the West 1/4 corner of said Section 11; thence South along the West line of said Section 1959.62 feet to an iron rod which is 695.14 feet North from the Southwest corner of said Section 11; thence North 89°20' East parallel with the South line of said Section 626.25 feet to an iron rod; thence South 695.14 feet to the point of beginning.

After Recording Return To:

Ryan E. Haan
PO Box 667
Albany, OR 97321

Grantor's Name and Address:

William Cuthbertson, Trustee of the Carol E.
Cuthbertson Revocable Trust, dated September 9, 2014
2796 S. Main Road, Sp. 21
Lebanon, OR 97355

Grantee's Name and Address:

Diana G. Tate
1535 Cypress Point Drive
Medford, OR 97504

Send Tax Statements To:

Diana G. Tate
1535 Cypress Point Drive
Medford, OR 97504

Assessor's Account No. 430625

BARGAIN AND SALE DEED

William Cuthbertson, Trustee of the Carol E. Cuthbertson Revocable Trust, dated September 9, 2014, hereinafter referred to as Grantor, for the consideration hereinafter stated, does hereby convey unto Diana G. Tate, hereinafter referred to as Grantee, and unto Grantee's heirs, successors and assigns, all of Grantor's interest in that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in :omm County, State of Oregon, described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the same unto Grantee and Grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$100,000.00 (plus other valuable consideration).

In construing this Deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this Deed shall apply equally to corporations and to individuals.

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.

IN WITNESS WHEREOF, the Grantor has executed this instrument on August 31, 2023.

Bill Cuthbertson

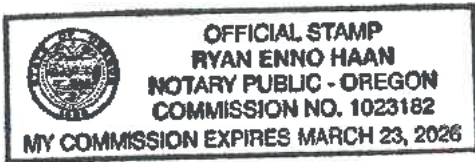
William Cuthbertson, Trustee of the Carol E. Cuthbertson Revocable Trust, dated September 9, 2014

STATE OF OREGON)
) ss.
County of Linn)

This instrument was acknowledged before me on August 31, 2023 by William Cuthbertson, Trustee of the Carol E. Cuthbertson Revocable Trust, dated September 9, 2014, Grantor.

[Handwritten Signature]

Notary Public for Oregon



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EXHIBIT "A"

Beginning on the South line of Section 11, Township 11 South, Range 1 West of the Willamette Meridian in Linn County, Oregon, at a point which is 626.25 feet North 89°20' East from the Southwest corner of said Section; thence North 89°20' East along the South line of said Section, 634.75 feet to a railroad spike; thence North 0°03' West 1710.00 feet to a 5/8 inch iron rod; thence North 53°32'50" West 1565.42 feet to the West 1/4 corner of said Section 11; thence South along the West line of said Section 1959.62 feet to an iron rod which is 695.14 feet North from the Southwest corner of said Section 11; thence North 89°20' East parallel with the South line of said Section 626.25 feet to an iron rod; thence South 695.14 feet to the point of beginning.

PROMISSORY NOTE

\$90,000.00

Dated: September 1, 2023
Albany, Oregon

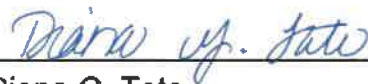
I, Diana G. Tate ("Promisor"), promise to pay to William Cuthbertson, , at such place as he may direct, the sum of Ninety Thousand Dollars (\$90,000.00), as follows:

Interest: There shall be no interest charged on the principal balance of this Note.

Term: The principal balance of the Note is due and payable on September 1, 2024 or immediately upon the sale of the real property located at 40703 Providence Drive, Scio, Oregon.

Payment: No payment is required until the Note comes due and payable on the sooner of September 1, 2024.

If said balance of this Note is not so paid in full on September 1, 2024 and is more than sixty (60) days past due, all principal shall become immediately due and payable and shall immediately be collectible at the option of the holder of this note. If this Note is placed in the hands of an attorney for collection, I promise and agree to pay the holder's reasonable attorney fees and collection costs, even though no suit or action is filed hereon; if a suit or an action is filed, the amount of such reasonable attorney fees shall be fixed by the Court or Courts in which the suit or action, including any appeal therein, is tried, heard, or decided. This Promissory Note is made in the State of Oregon.



Diana G. Tate

**AGREEMENT OF BENEFICIARIES OF THE
CAROL E. CUTHBERTSON REVOCABLE TRUST,
DATED SEPTEMBER 9, 2014**

Recitals

A. Carol E. Cuthbertson, as Trustor, did create the Carol E. Cuthbertson Revocable Trust on September 9, 2014 ("Trust" or "Trust Agreement"). Carol E. Cuthbertson is now deceased and her surviving spouse, William Cuthbertson, is the currently serving Trustee. Pursuant to the terms of the Trust Agreement, William Cuthbertson was given the right to reside on certain real property located at 40703 Providence Drive, Scio, Oregon (the "Property") for the remainder of his lifetime.

B. Upon the death of William Cuthbertson or his failure to use this property, all the interest in the Property passes to Carol E. Cuthbertson's daughter, Diana G. Tate.

C. William Cuthbertson and Diana G. Tate have reached an agreement concerning the termination of William Cuthbertson's life estate in the Property in exchange for payment of \$100,000, upon the terms and conditions as set forth herein.

Agreement

Now, therefore, it is hereby agreed as follows:

1. Termination of Life Estate. William Cuthbertson hereby agrees to release and terminate all his interest in the Property, as a beneficiary of the Trust, and agrees to release all his right to reside on and to use the Property with the effective date of this release and termination being September 1, 2023. William Cuthbertson's release is given in exchange for \$100,000 of consideration paid to him from Diana G. Tate simultaneously with his release of his interest in the Property.

2. Payment Terms. Diana G. Tate agrees to pay \$10,000 simultaneously with the execution of this Agreement. The remaining sum of \$90,000 shall be paid by a promissory note signed Diana G. Tate payable to William Cuthbertson. The promissory note will be secured by a first position trust deed against the Property. The promissory note shall require that full payment shall be due and payable on the earlier of September 1, 2024 or upon the sale of the Property by Diana G. Tate. Diana G. Tate agrees that if the Property is sold prior to September 1, 2024, the balance of the promissory note shall be paid off at closing of such sale of the Property. The promissory note shall not bear any interest. The promissory note and trust deed shall be in the form as set forth in the attached Exhibit A and Exhibit B respectively.

3. Sale of Real Property. Diana G. Tate agrees to list the Property for sale on or before November 1, 2023.


4. Transfer of Ownership and Possession of Property. On September 1, 2023, William Cuthbertson, as Trustee of the Carol E. Cuthbertson Revocable Trust, dated September 9, 2014, shall execute a bargain and sale deed transferring all of the Property to Diana G. Tate. The parties agree that possession of the Property shall also transfer on September 1, 2023. Diana G. Tate hereby agrees to take full responsibility for all property taxes, utilities, insurance, and all maintenance and repairs for the Property. The property taxes shall not be prorated for the year instead Diana G. Tate shall pay the full-year property taxes. The parties further agree that William Cuthbertson shall be allowed to keep certain items stored on the Property until October 15, 2023.

5. Distribution of Personal Property. Certain items of personal property belonging Carol E. Cuthbertson are currently stored at the Property. William Cuthbertson agrees to leave, at a minimum, the following items for Diana G. Tate, which shall be part of her distribution from the Trust, as follows:

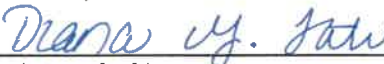
- (a) Quilts and quilt pieces;
- (b) Old Pyrex mixing bowls;
- (c) Clothes and perfumes;
- (d) Diana G. Tate's grandfather's lamp;
- (e) Painting in the living room of a boat;
- (f) Certain books in the book cabinet in the entry way;
- (g) A large tin star in the living room;
- (h) Any old pottery and trinkets that Carol E. Cuthbertson collected; and
- (i) A cabinet in the dining room that Diana purchased for Carol E. Cuthbertson's birthday.

6. Governing Provisions. The provisions of this Agreement will be governed by and construed in accordance with the laws of the State of Oregon.


7. Counterparts. This Agreement may be executed in or more counterparts.



William Cuthbertson, individually
Dated: September 1, 2023



Diana G. Tate
Dated: September 1, 2023



William Cuthbertson, Trustee of the
Carol E. Cuthbertson Revocable Trust,
Dated September 9, 2014
Dated: September 1, 2023

n:\atty\reh\estate planning and trust adm\cuthbertson, bill & carol\drafts\agreement of beneficiaries.revised.docx

EXHIBIT A

PROMISSORY NOTE

\$90,000.00

Dated: September 1, 2023
Albany, Oregon

I, Diana G. Tate ("Promisor"), promise to pay to William Cuthbertson, at such place as he may direct, the sum of Ninety Thousand Dollars (\$90,000.00), as follows:

- Interest:** There shall be no interest charged on the principal balance of this Note.
- Term:** The principal balance of the Note is due and payable on September 1, 2024 or immediately upon the sale of the real property located at 40703 Providence Drive, Scio, Oregon.
- Payment:** No payment is required until the Note comes due and payable on the sooner of September 1, 2024.

If said balance of this Note is not so paid in full on September 1, 2024 and is more than sixty (60) days past due, all principal shall become immediately due and payable and shall immediately be collectible at the option of the holder of this note. If this Note is placed in the hands of an attorney for collection, I promise and agree to pay the holder's reasonable attorney fees and collection costs, even though no suit or action is filed hereon; if a suit or an action is filed, the amount of such reasonable attorney fees shall be fixed by the Court or Courts in which the suit or action, including any appeal therein, is tried, heard, or decided. This Promissory Note is made in the State of Oregon.

Diana G. Tate

EXHIBIT B

After Recording Return to:

Ryan E. Haan
PO Box 667
Albany, OR 97321

Grantor's Name and Address:

Diana G. Tate
1535 Cypress Point Drive
Medford, OR 97504

Beneficiary's Name and Address:

William Cuthbertson
2796 S Main Rd. Space 21
Lebanon, OR 97355

Trustee's Name and Address:

Ryan E. Haan, Attorney at Law
PO Box 667
Albany, OR 97321

Assessor's Account No. 430625

TRUST DEED

THIS TRUST DEED, made effective on September 1, 2023 between Diana G. Tate, as Grantor, Ryan E. Haan, Attorney at Law, as Trustee, and William Cuthbertson, as Beneficiary.

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the property in Linn County, Oregon, described as set forth on Exhibit A, together with all and singular the tenements, hereditaments and appurtenances and all other rights there unto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of Ninety Thousand Dollars (\$90,000.00), with interest thereon according to the terms of a promissory note dated of even date herewith, payable to Beneficiary, the final payment of principal and interest thereof, to be due and payable on the sooner September 1, 2024 or the sale of the property by Grantor.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable. Should the Grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the property or all (or any part) of Grantor's interest in it without first obtaining the written consent or approval of the Beneficiary, then, at the Beneficiary's option all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

To protect the security of this trust deed, Grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the property.

2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the Beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the Beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the Beneficiary.

4. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts there for to Beneficiary; should the Grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by Grantor, either by direct payment or by providing Beneficiary with funds with which to make such payment, Beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 8 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the Grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the Beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

5. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the Trustee incurred in connection with or in enforcing this obligation and Trustee's and attorney's fees actually incurred.

6. To appear in and defend any action or proceeding purporting to affect the security rights or powers of Beneficiary or Trustee; and in any suit, action or proceeding in which the Beneficiary or Trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the Beneficiary's or Trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 8 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, Grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the Beneficiary's or Trustee's attorney's fees on such appeal.

7. To refrain from growing, selling, manufacturing, or delivering any marijuana, hemp, CBD, or other cannabis byproduct on the property.

It is mutually agreed that:

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, Beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by Grantor in such proceedings, shall be paid to Beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by Beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and Grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon Beneficiary's request.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, Trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The Beneficiary in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by Grantor hereunder, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part

thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by Grantor in payment of any indebtedness secured hereby or in Grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the Beneficiary may declare all sums secured hereby immediately due and payable. In such an event the Beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the Trustee to foreclose this trust deed by advertisement and sale, or may direct the Trustee to pursue any other right or remedy, either at law or in equity, which the Beneficiary may have. In the event the Beneficiary elects to foreclose by advertisement and sale, the Beneficiary or the Trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the Trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.752 to 86.809.

13. After the Trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the Trustee conducts the sale, the Grantor or any other person so privileged by ORS 86.778, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Tendering the performance required under the obligation or trust deed may cure any other default that is capable of being cured. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the Beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with Trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The Trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the Trustee, but including the Grantor and Beneficiary, may purchase at the sale.

15. When Trustee sells pursuant to the powers provided herein, Trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the Trustee and a reasonable charge by Trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the Trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the Grantor or to any successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any Trustee named herein or to any successor Trustee appointed hereunder. Upon such appointment, and without conveyance to the successor Trustee, the latter shall be vested with all title, powers and duties conferred upon any Trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor Trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless Trustee brings such action or proceeding.

The Grantor covenants and agree to and with the Beneficiary and the Beneficiary's successor in interest that the Grantor is lawfully seized in fee simple of the real property and have a valid, unencumbered title thereto and that the Grantor will warrant and forever defend the same against all persons whomsoever.

The Grantor warrants that the proceeds of the loan represented by the above-described note and this trust deed are primarily for residential purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term Beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a Beneficiary herein.

In construing this trust deed, it is understood that the Grantor, Trustee and/or Beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. 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. 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 VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES 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.

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.

GRANTOR:

Diana G. Tate

STATE OF OREGON)
) ss.
County of Linn)

This instrument was acknowledged before me on September 1, 2023 by Diana G. Tate, Grantor.

Notary Public for Oregon

REQUEST FOR FULL RECONVEYANCE
(To be used only when obligations have been paid.)

TO: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same.

Mail reconveyance and documents to: _____.

DATED: _____, 20__

BENEFICIARY

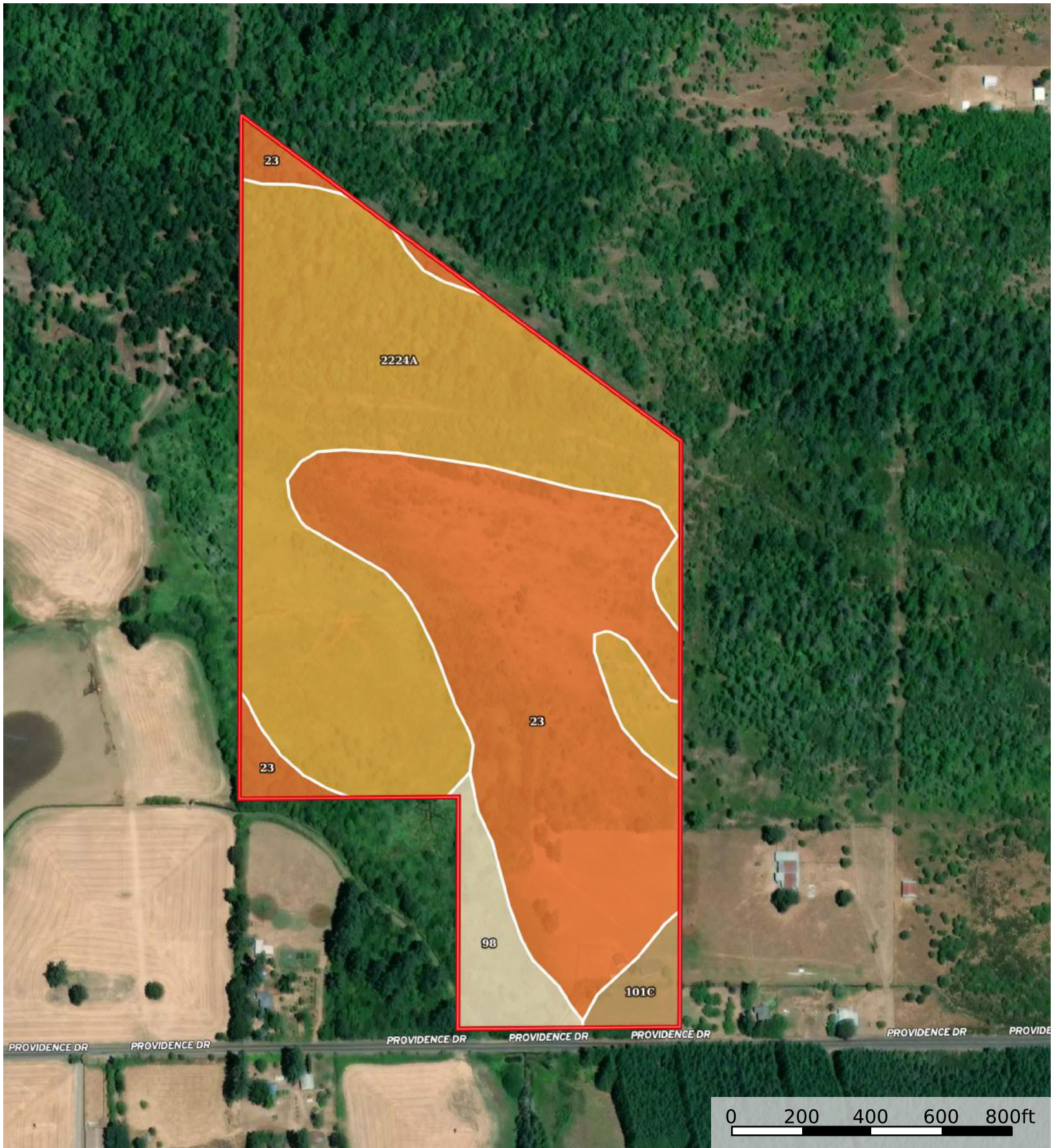
EXHIBIT A


Beginning on the South line of Section 11, Township 11 South, Range 1 West of the Willamette Meridian in Linn County, Oregon, at a point which is 626.25 feet North 89°20' East from the Southwest corner of said Section; thence North 89°20' East along the South line of said Section, 634.75 feet to a railroad spike; thence North 0°03' West 1710.00 feet to a 5/8 inch iron rod; thence North 53°32'50" West 1565.42 feet to the West 1/4 corner of said Section 11; thence South along the West line of said Section 1959.62 feet to an iron rod which is 695.14 feet North from the Southwest corner of said Section 11; thence North 89°20' East parallel with the South line of said Section 626.25 feet to an iron rod; thence South 695.14 feet to the point of beginning.

Soil Report



NOTICE OFFER IS SUBJECT TO ERRORS, OMISSIONS, PRIOR SALE, CHANGE OR WITHDRAWAL WITHOUT NOTICE, AND APPROVAL OF PURCHASE BY OWNER. INFORMATION REGARDING LAND CLASSIFICATION, CARRYING CAPACITIES, MAPS, ETC., IS INTENDED ONLY AS A GENERAL GUIDELINE AND HAS BEEN PROVIDED BY THE OWNERS AND OTHER SOURCES DEEMED RELIABLE, BUT THE ACCURACY CANNOT BE GUARANTEED. PROSPECTIVE PURCHASERS ARE ENCOURAGED TO RESEARCH THE INFORMATION TO THEIR OWN SATISFACTION.



 Boundary

|  Boundary 52.58 ac

SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
2224A	Courtney gravelly silty clay loam, 0 to 3 percent slopes	26.04	49.52	0	29	4w
23	Clackamas gravelly silt loam	22.59	42.95	0	63	3w
98	Waldo silty clay loam	2.75	5.23	0	86	3w
101C	Willakenzie clay loam, 2 to 12 percent slopes	1.2	2.28	0	43	3e
TOTALS		52.58(*)	100%	-	46.9	3.5









(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.

Capability Legend

Increased Limitations and Hazards

Decreased Adaptability and Freedom of Choice Users

Land, Capability

								
	1	2	3	4	5	6	7	8
'Wild Life'	•	•	•	•	•	•	•	•
Forestry	•	•	•	•	•	•	•	
Limited	•	•	•	•	•	•	•	
Moderate	•	•	•	•	•	•		
Intense	•	•	•	•	•			
Limited	•	•	•	•				
Moderate	•	•	•					
Intense	•	•						
Very Intense	•							

Grazing Cultivation

(c) climatic limitations (e) susceptibility to erosion

(s) soil limitations within the rooting zone (w) excess of water

Water Rights

Documents Provided Through OWRD



KW MID-WILLAMETTE WELLSVILLE RESERVE
RELIABLE REALTY **LAND** INTERNATIONAL

STATE OF OREGON

COUNTY OF LINN

CERTIFICATE OF WATER RIGHT

THIS CERTIFICATE ISSUED TO

LACOMB IRRIGATION DISTRICT
34138 EAST LACOMB ROAD
LACOMB, OREGON 97355

confirms the right to use the waters of CRABTREE CREEK, a tributary of SOUTH SANTIAM RIVER, for IRRIGATION OF 1584.2 ACRES.

This right was perfected under Permit 19629. The date of priority is JANUARY 20, 1932. The amount of water to which this right is entitled is limited to an amount actually beneficially used and shall not exceed 24.0 CUBIC FOOT PER SECOND or its equivalent in case of rotation, measured at the point of diversion from the source.

The point of diversion is located as follows:

NW¼ SE¼, Section 25, T.11S., R.1E., W.M. , 1220 feet South and 2670 feet East from the West quarter corner of Section 25.

The amount of water used for irrigation, together with the amount secured under any other right existing for the same lands, is limited to ONE-EIGHTIETH of one cubic foot per second per acre, or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 4 acre-feet for each acre irrigated during the irrigation season of each year.

The use shall conform to such reasonable rotation system as may be ordered by the proper state officer.

A description of the place of use to which this right is appurtenant is as follows:

QTR/QTR	TAXLOT	ACRES	OWNER
NESW	2000	5.8	HUBBARD
NESW	2001	0.2	HUBBARD
NESW	2101	3.5	HUBBARD
NESW	1900	7.0	MORFORD
NESW	1700	15.0	MORFORD
NESW	1600	1.0	CUNNINGHAM

		32.5	
NWSE	2102	6.5	CASTLE

SECTION 19

TOWNSHIP 11 SOUTH, RANGE 1 EAST, W.M.

SEE NEXT PAGE

QTR/QTR	TAXLOT	ACRES	OWNER
NWSW	1300	0.2	HYDER
NWSW	1600	9.0	CUNNINGHAM
NWSW	1200	5.8	PORTER
NWSW	1201	13.7	CUNNINGHAM

		28.7	
SESW	1000	8.0	JOHNSON
SESW	501	4.0	HALE
SESW	500	9.4	BEAUMONT

		21.4	
SESE	2400	21.5	ALLEY
SESE	200	5.5	ALLEY

		27.0	
SESW	1700	10.5	MORFORD
SESW	1600	2.0	CUNNINGHAM

		12.5	
SWSW	901	6.0	SIMONS
SWSW	900	5.0	BREEDLOVE

		11.0	
SWSE	2103	3.4	CUMMINGS
SWSE	200	6.1	ALLEY
SWSE	2100	1.3	CUMMINGS

		10.8	
SWSW	1600	8.0	CUNNINGHAM
SWSW	100	7.0	RETTINGER
SWSW	108	3.0	RETTINGER
SWSW	1300	0.8	HYDER

		18.8	

SECTION 19

NESW	1000	0.8	ANDERSON
NWSW	1000	0.3	ANDERSON
SESE	1800	12.4	MONTGOMERY
SESW	1000	14.5	ANDERSON
SESW	1100	8.2	SCHACKMAN

		22.7	

SECTION 20

TOWNSHIP 11 SOUTH, RANGE 1 EAST, W.M.
SEE NEXT PAGE

QTR/QTR	TAXLOT	ACRES	OWNER
SWSE	1400	5.8	SCHACKMAN
SWSE	1500	5.0	HOOD-DOUDA

		10.8	
SWSW	1000	4.4	ANDERSON
SWSW	2400	3.6	ALLEY
SWSW	700	5.3	ALLEY
SWSW	900	4.0	AHO
SWSW	800	2.4	ALLEY

		19.7	
SECTION 20			
SESW	2400	9.8	BRAZEL
SESW	2300	4.0	MONTGOMERY
SESW	2402	5.0	BRAZEL

		18.8	
SWSE	2400	3.7	BRAZEL
SWSE	2401	7.2	EARLS
SWSE	2500	0.2	BENNETT

		11.1	
SWSW	2300	16.9	MONTGOMERY
SECTION 21			
NENW	4801	12.1	MONTGOMERY
NENW	4802	2.2	MONTGOMERY
NENW	2400	0.5	BRAZEL
NENW	4800	10.0	MONTGOMERY

		24.8	
NWNE	4802	0.6	MONTGOMERY
NWNW	4801	37.4	MONTGOMERY
SWNW	4900	14.5	FARRELL
SECTION 28			
NENE	400	21.2	ALLEY
NENE	200	1.0	FARRELL
NENE	4801	4.3	MONTGOMERY

		26.5	
NENW	400	24.0	ALLEY
NESW	701	17.0	ALLEY
NWNE	400	18.0	ALLEY
SECTION 29			
TOWNSHIP 11 SOUTH, RANGE 1 EAST, W.M.			
SEE NEXT PAGE			

QTR/QTR	TAXLOT	ACRES	OWNER
NWNW	2400	5.0	ALLEY
NWNW	400	3.5	ALLEY

		8.5	
NWSW	701	12.0	ALLEY
SENE	300	21.5	FARRELL
SENW	400	14.6	ALLEY
SENW	701	3.7	ALLEY

		18.3	
SWNE	400	17.3	ALLEY
SWNW	701	0.8	ALLEY
SECTION 29			
NENE	2400	12.0	ALLEY
NENE	200	2.1	ALLEY

		14.1	
NENW	106	9.0	IVANOV
NENW	109	0.8	CLEVER
NENW	107	9.5	DRAINVILLE
NENW	101	0.1	HARRISON
NENW	102	0.8	HAMILTON
NENW	105	5.8	BRAZEL
NENW	2100	1.8	CUMMINGS
NENW	200	0.7	RICHARDS
NENW	111	5.0	MCALISTER

		33.5	
NESE	1200	2.0	ZEHNER
NWNE	101	0.9	HARRISION
NWNE	200	27.5	ALLEY
NWNE	2103	5.0	CUMMINGS
NWNE	2100	5.0	CUMMINGS
NWNE	109	3.2	CLEVER

		41.6	
NWNW	105	0.2	BRAZEL
NWNW	107	5.5	DRAINVILLE
NWNW	106	21.1	IVANOV

		26.8	
NWSE	800	4.0	MIDDLESTADT

SECTION 30

TOWNSHIP 11 SOUTH, RANGE 1 EAST, W.M.

SEE NEXT PAGE

QTR/QTR	TAXLOT	ACRES	OWNER
SEnw	106	0.5	IVANOV
SEnw	200	3.3	RICHARDS
SEnw	301	1.7	GABEL
SEnw	102	6.2	HAMILTON
SEnw	300	8.0	GABEL

		19.7	
SWNE	202	4.0	MILLER
SWNE	204	2.0	OAKLEY
SWNE	203	2.0	OAKLEY

		8.0	
SWNW	106	2.0	IVANOV
SWNW	500	5.0	SCHOOL DIST 73
SWNW	300	0.5	GABEL

		7.5	
			SECTION 30
NWNW	706	8.0	ELLIOTT
NWNW	704	1.6	MILES

		9.6	
SWNW	704	1.2	MILES
			SECTION 31
			TOWNSHIP 11 SOUTH, RANGE 1 EAST, W.M.
NESE	212	6.5	POTTER
NESW	600	6.0	CAWRSE
NWSE	201	5.0	HAMLIN
NWSE	210	5.9	MAILLARD

		10.9	
NWSW	600	14.0	CAWRSE
SWSE	201	1.0	HAMLIN
			SECTION 9
NESW	200	3.3	WHITED
NWSE	300	5.3	MANN

SECTION 10
TOWNSHIP 11 SOUTH, RANGE 1 WEST, W.M.

SEE NEXT PAGE

QTR/QTR	TAXLOT	ACRES	OWNER
NWSW	208	0.4	MCLEAN
NWSW	203	0.6	MCLEAN
NWSW	212	2.0	BECK
NWSW	210	1.5	DUNN

		4.5	
SESE	100	20.0	PARKER
SWNW	201	9.0	TUCKER
SWSE	300	4.7	MANN
		SECTION 10	
SESW	302	9.0	CHAMBERS
SESW	300	4.0	ANDREWS

		13.0	
SWSW	400	1.0	BILLINGSLEY
		SECTION 11	
NWNW	100	12.0	CORNING
NWSW	201	4.5	FELDE
NWSW	300	2.0	BORLAND
NWSW	211	5.0	FELDE

		11.5	
SESW	703	1.6	CORNCROSS
SESW	603	4.0	BALLARD
SESW	700	3.5	HOLT

		9.1	
SWSE	805	5.0	ROSSE
SWSE	802	5.0	BOND

		10.0	
SWSW	400	1.0	WALLIS
		SECTION 13	
NENE	104	5.0	MCBRIDE
NESE	907	1.0	CROW
NWNE	103	3.0	MCBRIDE
NWNE	100	2.0	MCBRIDE

		5.0	
		SECTION 14	

TOWNSHIP 11 SOUTH, RANGE 1 WEST, W.M.

SEE NEXT PAGE

QTR/QTR	TAXLOT	ACRES	OWNER
SENE	905	2.9	LOUIE
SENE	911	1.1	LOUIE

		4.0	
SESE	803	2.0	WOLFBARGER
SESE	802	5.0	SCHNEIDER

		7.0	
SESW	807	3.9	NIGHTINGALE
SWSE	808	4.0	LEE
SWSE	807	0.6	NIGHTINGALE

		4.6	
SWSW	702	17.8	LAWRENCE
		SECTION 14	
NENE	103	26.0	FREITAS
NENE	100	1.5	HALL

		27.5	
		SECTION 23	
NENW	705	7.3	JACKSON
NENW	703	4.0	KELLY
NENW	701	3.7	BAUM
NENW	702	13.0	OKEEFE

		28.0	
NESE	1601	4.0	STILL
NESW	1200	16.5	MACKIE
NWNE	602	4.0	BARRETO
NWNW	705	0.7	JACKSON
NWSE	1201	13.5	CALKINS
SENE	300	1.0	GRAY
SENE	303	4.0	ANKLAM
SENE	302	12.0	MCCONE

		17.0	
SENW	800	6.0	HOERAUF
SENW	900	2.0	PRIMROSE

		8.0	

SECTION 24

TOWNSHIP 11 SOUTH, RANGE 1 WEST
SEE NEXT PAGE

QTR/QTR	TAXLOT	ACRES	OWNER
SESW	1300	5.0	ULM
SWNE	601	4.0	TOWNSEND
SWNE	500	5.1	MCDUGALD
SWNE	400	4.9	HOERAUF

		14.0	
SWNW	1100	10.0	FERGASON
		SECTION 24	
NENE	503	1.5	DARLING
NENE	1500	25.0	MIDDLESTADT
NENE	100	0.9	DETLEFSEN
NENE	200	0.3	GATLIFF
NENE	500	2.0	SCHMIDT

		29.7	
NENW	1300	9.6	VANHOUSEN
NENW	1200	3.0	STAVAHN
NENW	1100	4.0	SIGLER

		16.6	
NESE	3001	34.7	EBY
NESE	3100	0.4	TOWNSEND
NESE	3300	0.3	TOWNSEND
NESE	3303	0.2	CROWE
NESE	3301	0.2	CROWE

		35.8	
NWNE	1005	10.0	BROWN
NWNE	202	6.0	BROWN

		16.0	
NWNW	1500	6.5	VANHOUSEN
NWNW	1501	25.8	WOLFE

		32.3	
NWSE	2400	7.5	HIGGINBOTTOM
NWSE	2301	17.2	HOSKINSON

		24.7	
SENE	800	4.0	THORP
SENE	700	16.7	GRIFFITH

		20.7	

SECTION 25

TOWNSHIP 11 SOUTH, RANGE 1 WEST, W.M.

SEE NEXT PAGE

QTR/QTR	TAXLOT	ACRES	OWNER
SENW	1400	30.0	ECKHOLD
SESE	111	3.3	DOWNES
SESE	101	1.5	DOWNES

		4.8	
SESW	2200	3.0	FASSLER
SWNE	1000	3.0	MIDDLESTADT
SWNE	900	12.0	SMITH

		15.0	
SWNW	1501	4.2	WOLFE
SWSE	2500	4.0	JENSEN
SECTION 25			
NENE	101	16.5	ROBERTS
NENE	100	12.0	WHISTLER

		28.5	
NENW	303	28.0	RUSH
NWNE	200	5.0	WHISTLER
NWNE	304	3.0	RUSH
NWNE	305	2.0	RUSH

		10.0	
SENE	101	3.5	ROBERTS
SENW	403	5.0	MCKINNON
SENW	402	12.5	HAMMOND

		17.5	
SWNW	401	25.0	MCKINNON
SECTION 26			
NENE	301	4.0	BEHM
NENE	200	4.0	JONES
NENE	405	2.8	HENDERSON
NENE	400	3.0	PEREZ
NENE	100	5.0	GRAY

		18.8	
NENW	603	6.5	MCDANIEL

SECTION 35
TOWNSHIP 11 SOUTH, RANGE 1 WEST, W.M.
SEE NEXT PAGE

QTR/QTR	TAXLOT	ACRES	OWNER
NWNE	405	1.2	HENDERSON
NWNE	407	5.0	HOLDORF
NWNE	406	4.0	GREINER

		10.2	
SENE	1401	14.0	WEAVER
SENE	1400	15.0	GIBSON

		29.0	
SENW	600	6.0	MCDANIEL
SWNE	1400	7.0	GIBSON
SWNE	1401	13.0	WEAVER

		20.0	
SECTION 35			
NENE	104	4.6	RUNIA
NENE	101	6.4	DOWNS
NENE	100	3.0	RICKMAN
NENE	107	3.0	RUSH

		17.0	
NENW	200	10.0	HILL
NENW	202	0.5	STEWART
NENW	201	4.5	FOSTER

		15.0	
NWNE	201	5.0	FOSTER
NWNE	200	10.0	HILL
NWNE	106	5.9	DOWNS
NWNE	110	4.8	DOWNS

		25.7	
NWNW	400	13.5	GRAY
NWNW	100	5.0	GRAY
NWNW	401	2.0	GOFF

		20.5	
SENW	600	16.2	LAWHON
SWNE	600	3.8	LAWHON
SWNW	500	15.0	GRAY

SECTION 36

TOWNSHIP 11 SOUTH, RANGE 1 WEST, W.M.

SEE NEXT PAGE

This certificate confirms an order of the Director entered on OCT 30 1996, 1996 and recorded in Special Order Volume 50, Page 750, approving a petition by Lacombe Irrigation District under ORS 541.329 for mapping water rights within a district. This certificate supersedes certificate 31898.

The right to the use of the water for the above purpose is restricted to beneficial use on the lands or place of use described and is subject to all other conditions and limitations contained in said permit.

WITNESS the signature of the Water Resources Director,
affixed OCT 30 1996.



Martha O. Pagel, Director

Recorded in State Record of Water Right Certificates numbered 72469.

72469.dc