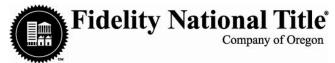
# **EXHIBIT E**



# 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, Conditions and Stipulations 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.

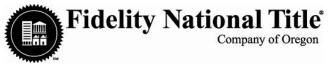
Please read the exceptions shown or referred to herein and the Exceptions and Exclusions set forth in Exhibit One of this report carefully. The Exceptions and Exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully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

Kallechtthesses-



1433 SW Sixth Avenue, Portland, OR 97201 (503)646-4444 FAX (503)469-4198

# PRELIMINARY REPORT

TITLE OFFICER: Kevin Kimball

ORDER NO.: 45142011576

TO: Epic Land Solutions, Inc Nikki Moyo 10300 SW Greenburg Road, Suite 370 Portland, OR 97223

**OWNER/SELLER:** Douglas & Barbara Rebok Revocable Trust **BUYER/BORROWER:** TBD **PROPERTY ADDRESS:** 16370 Royal Lane, Sandy, OR 97055

# EFFECTIVE DATE: April 16, 2020, 08:00 AM

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

	<u>AMOUNT</u>	<u>F</u>	PREMIUM
ALTA Owner's Policy 2006	\$ TBD	\$	TBD
Owner's Standard			

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:

Edward Blair Miller and Nancy Lu Miller, trustees of the Miller Family Trust dated June 19, 2017, as to an undivided one-third (1/3) interest, Julie K. Miller, trustee of the Gordon A. Miller Marital Trust, as to an undivided one-third (1/3) interest, and Douglas E. Rebok and Barbara A. Rebok, trustees of the Douglas and Barbara Rebok Revocable Trust, established February 16, 2005, as to an undivided one-third (1/3) interest, as tenants in common

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

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

# **EXHIBIT "A"** Legal Description

The South one-half of the Southeast one-quarter of the Southwest one-quarter of Section 11, Township 2 South, Range 4 East of the Willamette Meridian, in the County of Clackamas and State of Oregon.

EXCEPTING THEREFROM 20.00 feet along the West side that is reserved as a roadway.

ALSO EXCEPTING THEREFROM the following:

Beginning at an iron pipe on the South line of said Section 11, said iron pipe being 20.00 feet East from the Southwest corner of the Southeast one-quarter of the Southwest one-quarter of said Section 11; thence East along the South line of said Section 11 a distance of 594.00 feet to an iron pipe; thence North parallel to and 614.00 feet distant from the West line of the Southeast one-quarter of the Southwest one-quarter of said Section 11 a distance of 330.00 feet to an iron pipe; thence West, parallel to and 330.00 feet distant from the South line of said Section 11, a distance of 594.00 feet to an iron pipe set 20.00 feet from when measured at right angles to the West line of the Southeast one-quarter of said Section 11; thence South, parallel to and 20.00 feet distant from the West line of the Southeast one-quarter of the Southwest one-quarter of said Section 11, a distance of 330.00 feet to the point of beginning.

TOGETHER WITH a non-exclusive Easement for ingress, egress and all utility purposes over the Southerly 20 feet of the Southwest one-quarter of the Southwest one-quarter of Section 11, Township 2 South, Range 4 East of the Willamette Meridian, in the County of Clackamas and State of Oregon, lying Northerly of Mt. Hood Highway #26.

## 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. The Land has been classified as Farmland, as disclosed by the tax roll. If the Land becomes disqualified, said Land may be subject to additional taxes and/or penalties.
- Terms and provisions, including obligations for maintenance of Easement as established by Oregon Law and by instrument; Recording Date: February 28, 1905
   <u>Book: 102</u>
   <u>Page: 384</u>
- 8. A certified copy of a short-form death certificate for Donald B. Miller, former vestee, must be furnished for recording.

NOTE: Pursuant to ORS 432.355, as revised by 2014 Oregon Laws, Chapter 60, if the death certificate is from another state or the death occurred in Oregon prior to January 1, 2014, a long-form death certificate (that is, one containing medical information related to the cause of death) may be recorded.

- 9. 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.
- 10. Any invalidity or defect in the title of the vestees in the event that the trusts referred to herein are invalid or fail 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 instruments.

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.

- 11. If requested to issue an extended coverage ALTA loan policy, the following matters must be addressed:
  - a) The rights of tenants holding under unrecorded leases or tenancies
  - b) Matters disclosed by a statement as to parties in possession and as to any construction, alterations or repairs to the Land within the last 75 days. The Company must be notified in the event that any funds are to be used for construction, alterations or repairs.

#### ADDITIONAL REQUIREMENTS/NOTES:

 A. NOTE: Property taxes for the fiscal year shown below are paid in full. Fiscal Year: 2019-2020 Amount: \$4,434.21 Levy Code: 046-004 <u>Account No.: 00653983</u> Map No.: 24E11 03500

> The lien amounts of the assessments shown below are included in the property taxes shown above. a: Assessment: Fire Patrol District Principal Amount: \$18.75 b: Assessment: Fire Patrol District Surcharge Amount: \$47.50

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

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

County	First Page	Each Additional Page
Multnomah	\$82.00	\$5.00
Washington	\$81.00	\$5.00
Clackamas	\$93.00	\$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 1433 SW 6th Ave. Portland, OR. 97201

- G. In addition to the standard policy exceptions, the exceptions enumerated above shall appear on the final 2006 ALTA Policy unless removed prior to issuance.
- 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. 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.

J. NOTE: IMPORTANT INFORMATION REGARDING PROPERTY TAX PAYMENTS

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

- Discounts: If two thirds are paid by November 15<sup>th</sup>, a 2% discount will apply. If the full amount of the taxes are paid by November 15<sup>th</sup>, a 3% discount will apply.
- Interest: Interest accrues as of the 15<sup>th</sup> 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**

#### 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
  - (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement erected on the land; (iii) the subdivision of land: or
  - (iv) 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
- (a) created, suffered, assumed or agreed to by the Insured Claimant;
- (b) 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:

- (c) resulting in no loss or damage to the Insured Claimant;
- (d) 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
   (e) resulting in loss or damage that would not have been sustained if the Insured
- Claimant had paid value for the Insured Mortgage.
- 4. 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.
- 6. 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) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in the Covered Risk 13(b) of this policy.
- 7. 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:

- 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.
- Easements, or claims of easement, not shown by the Public Records; reservations or 3. 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.
- 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 5. 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:

- 1. (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; (i)
  - (ii) the character, dimensions or location of any improvement erected on the land; (iii) the subdivision of land; or
  - (iv) 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. 2. Rights of eminent domain. This Exclusion does not modify or limit the coverage
- provided under Covered Risk 7 or 8.
- 3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed or agreed to by the Insured Claimant;

- (b) 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:
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) 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
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- 4. 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) a fraudulent conveyance or fraudulent transfer, or

(b) a preferential transfer for any reason not stated in the Covered Risk 9 of this policy.

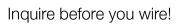
Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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:

- 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.
- 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.





# 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 April 9, 2020

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**

<u>Cookies</u>. 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.

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

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

<u>Links to Other Sites</u>. 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 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 nonaffiliated third party service providers 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 may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

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

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request by email, phone, or physical mail as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

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.

<u>For California Residents</u>: 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 (<u>https://fnf.com/pages/californiaprivacy.aspx</u>) or call (888) 413-1748.

<u>For Nevada Residents</u>: You may be placed on our internal Do Not Call List by calling (888) 934-3354 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: 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: BCPINFO@ag.state.nv.us.

<u>For Oregon Residents</u>: 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.

<u>For Vermont Residents</u>: 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.

### 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.

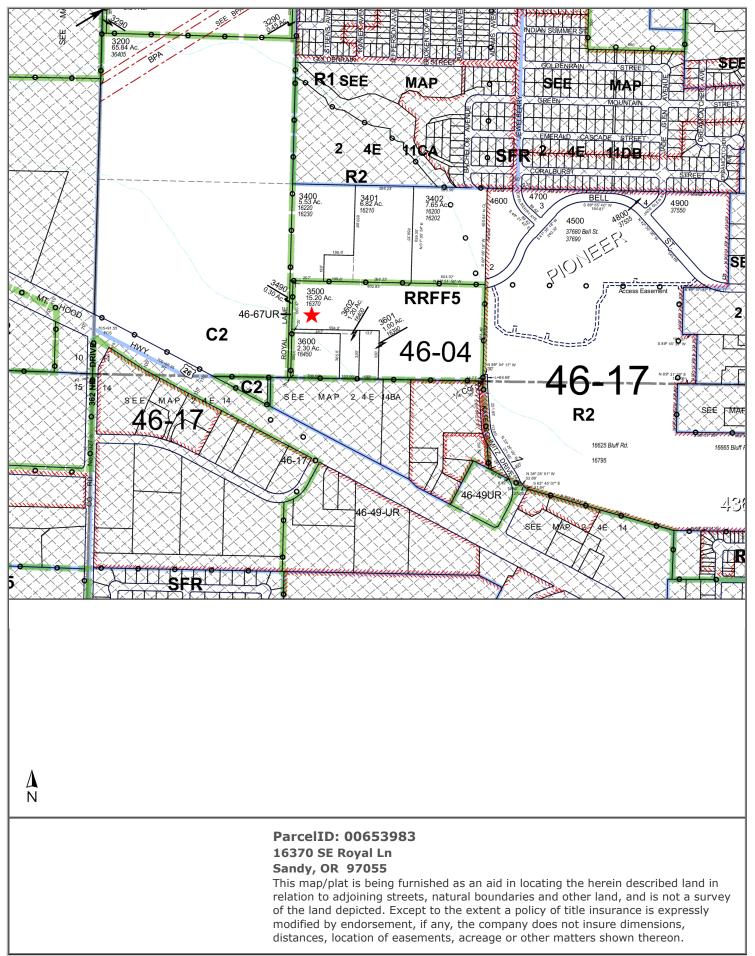
## Your Consent To This Privacy Notice; Notice Changes; Use of Comments or Feedback

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice. We may use comments or feedback that you submit to us in any manner without notice or compensation to you.

## Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, send your requests to privacy@fnf.com, by phone to (888) 934-3354, or by mail to:

Fidelity National Financial, Inc. 601 Riverside Avenue, Jacksonville, Florida 32204 Attn: Chief Privacy Officer Assessor Map Full - GeoAdvantage by Sentry Dynamics



# State of the second Slevens-Ness Law Publishing Ca., Panland, On 0 WARRANTY DEED-STATUTORY FORM WARGATAT DEL - SAATUAGE FORM INSURAL GRANTS LESLIE BERTANYI and THERESA BERTANYI, husband and wife .Grantor. conveys and warrants to \_\_\_\_\_ DONALD B. MILLER and WILNA A. MILLER, husband and wife The South one-half of the Southeast quarter of the Southwest quarter of Section 11, T.2S., R.4B., of the W.N., in the County of Clackamas and State of Oregon, EXCEPT 20.00 feet along the West side that is resorved as a roadway. SO EXCEPT therefrom the following: Beginning at an iron pipe on the South line of said Section 11, said Iron pipe being 20.00 feat East from the Southwest cornor of the Southeast quarter of the Southwest quarter of said section 11; thence Bast along the Jouth line of said Section 11, a distance of 594.00 feet to an iron pipe; thence North parallel to and 614.00 feet distant from the West line of the Southeast quarter of the Southwest quarter of said Section 11, a distance of 330.00 feet to an iron pipe; thence West parallel to and 330.00 feet distant from the South line of said Section 11, a distance of 594.00 feet to an iron pipe set 20.00 feet from when measured at right angles to, the West line of the Southeast quarter of the Southwest quarter of said Section 11; thence South parallel to and 20.00 feet distant from the West line of the Southeast quarter of the Southwest quarter of said Section ,11, a distance of 330.00 feet to the point of beginning. TOGETHER WITH a Non-exclusive easement for ingress, egress and all utility purposes over the Southerly 20 feet of the Southwest quarter of the Southwest quarter of Section 11, 7.25., R.4E. of the W.M., in the County of Clackames and State of 443 Oregon, lying Northerly of Mt. Hood Highway \$26.

G 4-0 CV5 TIP SPACE TRADITICIENT, CONTINUE DESCRIPTION ON REVERSE LIDE The said property is free from encumbrances except ÷. 的知道思知道是 V1:500 BIT : 47 February , 19 77 anday of ..... Lelie Bertany Herisa Biston Herisa Bestanyi **经**价值 的 CALIFORNIA Thereas Bertanyi STATE OF DENEROIS, County of SANTA BARANS. Pebmury 22, 10, 77 Leslie Bertanyi and Thereas Bertanyi. sea husband and wife OFFICIAL SEAL ADDRESS OF THE Second and wife FOSE M. LEVEAU and acknowledged the foregoing instrument to be their voluntary act and deed. OFANY MULIC - CANTORNA PRINCIPAL OFFICE IN BASIA BARBARA COUNT Belore me: Acal M. L. V. Car. Notary Public for Store My commission expires: 4-15-77 California 431586 WARRANTY DEED #8665 Lealie Bortanyi GRANTON Donald B. Miller ORANTER Alier eLording reium for The AB: S. \* NO 685 GUARANTY ESCROWS, INC. 5539-E-Burnside Fortland, Oregon 97215 OREGON of Circlem HANE, ADDRESC, SIP Until a change is requested, all fox statements shall be sent to the following address: Donald B. Millar ö Et. 1, Box 17, Day Greek, Oregon 97429 NANE. ADDREST, 21P o 

Clackamas County Official Records Sherry Hall, County Clerk



2010-072729

\$57.00

<sup>36</sup> 11/15/2010 12:03:05 PM

D-D Cnt=1 Stn=9 DIANNAW \$15.00 \$10.00 \$16.00 \$16.00

MAIL TAX STATEMENTS TO:

Gordon A. Miller 6920 Mickey Ln SE Turner, OR 97392

AFTER RECORDING RETURN TO: Robert J. Saalfeld, Attorney PO Box 470 Salem, OR 97308

# WARRANTY DEED

Wilma A. Miller, Grantor, conveys to Edward B. Miller, Barbara A. Rebok and Gordon A. Miller, each as to an undivided one-third (1/3 interest as tenants in common, Grantees, the following described real property situated in the County of Clackamas, State of Oregon:

See Exhibit "A" attached hereto and made a part hereof by this reference.

Grantor covenants that Grantor is seized of an indefeasible estate in the real property described above in fee simple, that Grantor has good right to convey the property, that the property is free from encumbrances except as specifically set forth herein, and that Grantor warrants and will defend the title to the property against all persons who may lawfully claim the same by, through, or under Grantor, provided that the foregoing covenants are limited to the extent of coverage available to Grantor under any applicable standard or extended policies of title insurance, it being the intention of the Grantor to preserve any existing title insurance coverage.

The true and actual consideration stated in terms of dollars is NONE.

The following is the notice as required by Oregon law: "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. 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

WARRANTY DEED (16370 SE ROYAL LN; SANDY, OR) Hi\Docs\15500-15999\15593\Warranty Deed-Royal Lane.doc 11/04/10(R)S:wlc) PAGE 1 OF 3 © 2010 SGLaw. All Rights Reserved. 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009."

WITNESS Grantor's hand this <u>9</u><sup>th</sup> day of <u>November</u>, 2010.

Wilma A. Miller

У

STATE OF OREGON

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1 .....

COUNTY OF MARION

On this <u>9th</u> day of <u>November</u> \_\_\_\_\_, 2010, personally appeared the above named Wilma A. Miller and acknowledged the foregoing instrument to be her voluntary act and deed.

) ) 55.

)

Before me:

OFFICIAL SEAL VIRGIL P ROYER NOTARY PUBLIC - OREGON COMMISSION NO. 451686 MY COMMISSION EXPIRES SEPTEMBER 04, 2014

Notary Public for Oregon County My Commission Expires: 9-4

WARRANTY DEED (16370 SE ROYAL LN; SANDY, OR) H:\Docs\15500-15999\15593\Warranty Deed-Royal Lane.doc 11/04/10 (RIS:wic) PAGE 2 OF 3

Marion

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# EXHIBIT "A"

The South one-half of the Southeast quarter of the Southwest quarter of Section 11, T.2S., R.4E., of the W.M., in the County of Clackamas and State of Oregon, EXCEPT 20.00 feet along the West side that is reserved as a roadway.

ALSO EXCEPT therefrom the following:

Beginning at an iron pipe on the South line of said Section 11, said iron pipe being 20.00 feet East from the Southwest corner of the Southeast quarter of the Southwest quarter of said Section 11, thence East along the South line of said Section 11, a distance of 594.00 feet to an iron pipe; thence North parallel to and 614.00 feet distant from the West line of the Southeast quarter of the Southwest quarter of said Section 11, a distance of 330.00 feet to an iron pipe; thence West parallel to and 330.00 feet distant from the South line of said Section 11, a distance of 594.00 feet to an iron pipe; thence West parallel to and 330.00 feet from when measured at right angles to, the West line of the Southeast quarter of the Southwest quarter of said Section 11; thence South parallel to and 20.00 feet distant from the Southwest quarter of said Section 11; thence South parallel to and 20.00 feet distant from the Southwest quarter of said Section 11; thence South parallel to and 20.00 feet distant from the Southwest quarter of said Section 11; thence South parallel to and 20.00 feet distant from the Southwest quarter of said Section 11, a distance of 330.00 feet to the point of beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress and all utility purposes over the Southerly 20 feet of the Southwest quarter of the Southwest quarter of Section 11, T.2S., R.4E., of the W.M., in the County of Clackamas and State of Oregon, lying Northerly of Mt. Hood Highway #26.

WARRANTY DEED (16370 SE ROYAL LN; SANDY, OR) Ht/Docs/15500-15999/15593/Warranty Deed-Royal Lane.doc 11/04/10 (RJS:wlc)



PAGE 3 OF 3 © 2010 SGLaw. All Rights Reserved.

#### MAIL TAX STATEMENTS TO:

GORDAN A. MILLER 6920 Mickey Lane SE Turner Oregon 97392

AFTER RECORDING RETURN TO: EDWARD BLAIR MILLER NANCY LU MILLER 1709 Timber Hills Road Mount Shasta California 96067 Clackamas County Official Records Sherry Hall, County Clerk

2017-046583

\$68.00



D-D Cnt=1 Stn=52 CONNIE \$20.00 \$16.00 \$22.00 \$10.00

#### WARRANTY DEED

Edward B. Miller, Grantor, conveys to EDWARD BLAIR MILLER and NANCY LU MILLER, trustees of the MILLER FAMILY TRUST DATED JUNE 19, 2017, his undivided onethird (1/3) interest, Grantee, the following described real property situated in the County of Clackamas, State of Oregon:

See Exhibit "A", attached hereto and made a part hereof by this reference.

Grantor covenants that Grantor is seized of an indefeasible estate in the real property described above in fee simple, that Grantor has good right to convey the property, that the property is free from encumbrances except as specifically set forth herein, and that Grantor warrants and will defend the title to the property against all persons who may lawfully claim the same by, through, or under Grantor, provided that the foregoing covenants are limited to the extent of coverage available to Grantor under any applicable standard or extended policies of title insurance, it being the intention of the Grantor to preserve any existing title insurance coverage.

The true and actual consideration stated in terms of dollars is NONE.

The following is the notice as required by Oregon law: "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 TO195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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

Warranty Deed (16370 SE Royal Ln.; Sandy OR)

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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009."

WITNESS Grantor's hand June 19, 2017.

Edward B. Milen

Edward B. Miller

#### EXHIBIT "A"

The South one-half of the Southeast quarter of the Southwest quarter of Section 11, T.2S., R.4E., of the W.M., in the County of Clackamas and State of Oregon, EXCEPT 20.00 feet along the West side that is reserved as a roadway.

ALSO EXCEPT therefrom the following:

Beginning at an iron pipe on the South line of said Section 11, said iron pipe being 20.00 feet East from the Southwest corner of the Southeast quarter of the Southwest quarter of said Section 11, thence East along the South line of said Section 11, a distance of 594.00 feet to an iron pipe; thence North parallel to and 614.00 feet distant from the West line of the Southern quarter of the Southwest quarter of said Section 11, a distance of 330.00 feet to an iron pipe; thence West parallel to and 330.00 feet distant from the South line of said Section 11, a distance of 594.00 feet to an iron pipe set 20.00 feet from when measured at right angles to, the West line of the Southeast quarter of the Southwest quarter of said Section 11; thence South parallel to and 20.00 feet distant from the West line of the Southeast quarter of the Southwest quarter of said Section 11, a distance of 330.00 feet to the point of beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress and all utility purposes over the Southerly 20 feet of the Southwest quarter of the Southwest quarter of Section 11, T.2S., R.4E., of the W.M., in the County of Clackamas and State of Oregon, lying Northerly of Mt. Hood Highway #26. A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Siskiyou

On June 19, 2017, before me, Renae J. Hanson, Notary Public, personally appeared *EDWARD B. MILLER*, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) have subscribed to the within instrument and acknowledged to me that the she/they executed the same in his her/their authorized capacity(iss), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. (Seal) Signatur RENAE J. HANSON Commission # 2135047 Notary Public - California Siskiyou County

Comm. Expires Dec 21

Clackamas County Official Records Sherry Hall, County Clerk

01/23/2018 03:53:00 PM

D-D Cnt=1 Stn=76 JANIS \$15.00 \$16.00 \$10.00 \$22.00 \$63.00

MAIL TAX STATEMENTS TO: Julie K. Miller, Trustee Gordon A. Miller Living Trust P. O. Box 870 Turner, OR 97392

AFTER RECORDING RETURN TO: Freeman Green, Attorney Saalfeld Griggs PC P.O. Box 470 Salem, OR 97308

#### DEED OF CLAIMING SUCCESSOR

THIS INDENTURE is made on <u>Sama Agence</u>, 2018, by and between Julie K. Miller, Trustee of the Gordon A. Miller Living Trust dated February 25, 2004, the acting Claiming Successor of Gordon A. Miller, "Deceased", pursuant to an Affidavit of Claiming Successor in Small Estate dated 1 - 19 - 2018 in the Circuit Court of the State of Oregon for the County of Marion, case number 18960507 hereinafter called the "Grantor" and Julie K. Miller, Trustee of the Gordon A. Miller Living Trust dated February 25, 2004, hereinafter called the "Grantee." Sale of the property described herein is not restricted by any conditions set forth in ORS 114.325(2).

#### **RECITALS:**

For value received and the consideration hereinafter stated, the receipt whereof hereby is acknowledged, the Grantor, as to an undivided one-third (1/3) interest in the subject property, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey unto the said Grantee and Grantee's successors, and assigns, all the estate, right, and interest of the said Deceased at the time of decedent's death, and all the right, title, and interest that the said estate of said Deceased by operation of the law or otherwise may have thereafter acquired in that certain real property situate in the County of Clackamas, and State of Oregon, and more particularly described in *Exhibit "A"*, which is attached hereto and incorporated by this reference herein.

This deed is executed by Grantor to Grantee as a part of Grantee's distributive share of estate assets, and the true and actual consideration stated in terms of dollars is NONE.

To Have and To Hold the same unto the said Grantee, and Grantee's heirs and successors, and assigns forever.

The following is the notice as required by Oregon law: "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 construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, Grantor has hereunto caused this deed to be executed the day and year first written above.

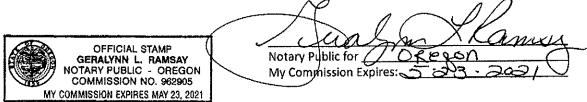
Julie K. Miller, Trustee of the Gordon A. Miller Living Trust dated February 25, 2004 Claiming Successor of Gordon A. Miller, Deceased

State of Oregon County of Marion

On this 20th day of 3anual function for the Gordon A. Miller Living Trust dated February 25, 2004, Claiming Successor of Gordon A. Miller, Deceased, pursuant to an Affidavit of Claiming Successor in Small Estate dated <math>1-19-2018 in the Circuit Court of the State of Oregon for the County of Marion, Case No. 189600507, and acknowledged the foregoing instrument to be her voluntary act and deed.

) ) ss.

Before me:



DEED OF CLAIMING SUCCESSOR (16370 SE Royal Ln., Sandy, Oregon) IPFG:gr) 2

# Ехнівіт "А"

The South one-half of the Southeast quarter of the Southwest quarter of Section 11, T.2S., R.4E., of the W.M., in the County of Clackamas and State of Oregon, EXCEPT 20.00 feet along the West side that is reserved as a roadway.

ALSO EXCEPT therefrom the following:

Beginning at an iron pipe on the South line of said Section 11, said iron pipe being 20.00 feet East from the Southwest corner of the Southeast quarter of the Southwest quarter of said Section 11, thence East along the South line of said Section 11, a distance of 594.00 feet to an iron pipe; thence North parallel to and 614.00 feet distant from the West line of the Southeast quarter of the Southwest quarter of said Section 11, a distance of 330.00 feet to an iron pipe; thence West parallel to and 330.00 feet distant from the South line of 594.00 feet to an iron pipe set 20.00 feet distant from the South line of said Section 11, a distance of 594.00 feet to an iron pipe set 20.00 feet from when measured at right angles to, the West line of the Southeast quarter of the Southwest quarter of said Section 11; thence South parallel to and 20.00 feet distant from the West line of the Southeast quarter of the Southeast quarter of said Section 11; thence South parallel to and 20.00 feet distant from the West line of the Southeast quarter of the Southeast quarter of said Section 11; thence South parallel to and 20.00 feet distant from the West line of the Southeast quarter of the Southeast quarter of said Section 11, a distance of 330.00 feet to the point of beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress and all utility purposes over the Southerly 20 feet of the Southwest quarter of the Southwest quarter of Section 11, T.2S., R.4E., of the W.M., in the County of Clackamas and State of Oregon, lying Northerly of Mt. Hood Highway #26.

Clackamas County Official Records Sherry Hall, County Clerk

ords 2019-043116 07/24/2019 02:32:00 PM

D-D Cnt=1 Stn=76 CONNIE \$10.00 \$16.00 \$10.00 \$62.00 \$98.00

#### MAIL TAX STATEMENTS TO:

Julie K. Miller, Trustee Gordon A. Miller Marital Trust P.O. Box 870 Turner, OR 97392

### AFTER RECORDING RETURN TO:

Freeman Green, Attorney Saalfeld Griggs PC PO Box 470 Salem, OR 97308-0470

### STATUTORY BARGAIN AND SALE DEED

Julie K. Miller, Trustee of the Gordon A. Miller Living Trust dated February 25, 2004, Grantor, conveys to Julie K. Miller, Trustee of the Gordon A. Miller Marital Trust, Grantee, any and all of Grantor's interest in the following described real property situated in the County of Clackamas County, State of Oregon:

The South one-half of the Southeast quarter of the Southwest quarter of Section 11, T.2S., R.4E., of the W.M., in the County of Clackamas and State of Oregon, EXCEPT 20.00 feet along the West side that is reserved as a roadway.

ALSO EXCEPT therefrom the following:

Beginning at an iron pipe on the South line of said Section 11, said iron pipe being 20.00 feet East from the Southwest corner of the Southeast quarter of the Southwest quarter of said Section 11, thence East along the South line of said Section 11, a distance of 594.00 feet to an iron pipe; thence North parallel to and 614.00 feet distant from the West line of the Southeast quarter of the Southwest quarter of said Section 11, a distance of 330.00 feet to an iron pipe; thence West parallel to and 330.00 feet distant from the South line of said Section 11, a distance of 594.00 feet to an iron pipe; thence West parallel to and 330.00 feet distant from the South line of said Section 11, a distance of 594.00 feet to an iron pipe; thence West parallel to and 330.00 feet distant from the South line of said Section 11, a distance of 594.00 feet to an iron pipe set 20.00 feet from when measured at right angles to, the West line of the Southeast quarter of the Southwest quarter of the Southwest quarter of said Section 11; thence South parallel to and 20.00 feet distant from the West line of the Southeast quarter of the Southwest quarter of said Section 11, a distance of 330.00 feet to the point of beginning.

TOGETHER WITH a non-exclusive easement for ingress, egress and all utility purposes over the Southerly 20 feet of the Southwest quarter of the Southwest quarter of Section 11, T.2S., R.4E., of the W.M., in the County of Clackamas and State of Oregon, lying Northerly of Mt. Hood Highway #26.

The true and actual consideration for this conveyance stated in terms of dollars is NONE (\$0.00). This transfer is being made as a result of Gordon A. Miller's death on November 17, 2017 and pursuant to the terms of the Gordon A. Miller Living Trust.

The following is the notice as required by Oregon law: "BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010."

Dated this 24th day of \_\_\_\_ 2019. K. Miller, Trustee of the Gordon A. Miller

Wing Trust dated February 25, 2004

STATE OF OREGON ) ) ss. COUNTY OF MARION )

On this 24th day of 2019, personally appeared the above named Julie K. Miller, Trustee of the Gordon A. Miller Living Trust dated February 25, 2004 and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

OFFICIAL STAMP GERALYNN L. RAMSAY NOTARY PUBLIC - OREGON Notary Public for Grego COMMISSION NO. 962905 My Commission Expires: MY COMMISSION EXPIRES MAY 23, 2021

STATUTORY BARGAIN AND SALE DEED (16370 SE ROYAL LN., SANDY, OR) PFG:gr) 4829-8403-5229, v. 1 PAGE 2 OF 2 © 2019 SGLaw. All Rights Reserved. **RECORDING REQUESTED BY:** 

**IRVING B. JOSEPH** 

WHEN RECORDED MAIL TO:

MEISSNER JOSEPH PALLEY & RUGGLES 1555 River Park Drive, Suite #108 Sacramento, California 95815

MAIL TAX STATEMENTS TO:

Barbara A. Rebok 4300 Indian Creek Rd. Lincoln, CA 95648



- Space Above This Line Reserved for Recorder's Use -

#### QUITCLAIM DEED

BARBARA A. REBOK does hereby remise, release and quitclaim her undivided one-third (1/3) interest in the real property described below to DOUGLAS E. REBOK and BARBARA A. REBOK, Trustees of the DOUGLAS AND BARBARA REBOK REVOCALBE TRUST, established February 16, 2005. Said real property is situate in the County of Clackamas, State of Oregon, described as follows:

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

Assessor Parcel Number: 00653983 Property Address: 16370 SE Royal Lane, Sandy, OR 97055

The true and actual consideration stated in terms of dollars is NONE.

The following is the notice as required by Oregon law: "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. 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

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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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009."

Dated this <u>27</u> day of <u>September</u>, 2019.

Barbara a. Rebake BARBARA A. REBOK

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of <u>Placer</u>

On <u>9-27-19</u>, 2019, before me, <u>Lorence L</u>, <u>Meak</u>, Notary Public, personally appeared BARBARA A. REBOK, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

. 111 Signature (Seal)

	LORENE L. MEEK
	COMM. #2285561 Z
STATISTICS N	
	PLACER COUNTY
<ul> <li>My Commission</li> </ul>	sion Expires 05/14/2020
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