

# GUARANTEE – COMBINATION FORM

Issued by Lawyers Title Insurance Corporation



*Lawyers Title Insurance Corporation is a member of the LandAmerica family of title insurance underwriters.*

## FOR JUDICIAL FORECLOSURE, TRUSTEE'S SALE, STATUTORY LAND SALE CONTRACT FORFEITURE, OR LITIGATION

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, LAWYERS TITLE INSURANCE CORPORATION, or itself and or as successor by merger to Oregon Title Insurance Company, a Virginia corporation herein called the Company, for the fee paid for this Guarantee, the amount and effective date of which are shown herein, hereby guarantees the parties herein called the Assured, against actual loss not exceeding the liability amount stated herein which the Assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records, on the effective date stated herein,

1. The title to the estate or interest described on Exhibit 1 was vested in the vestee named on Exhibit 1, subject to the matters shown as Exceptions on Exhibit 1, which Exceptions are not necessarily shown in the order of their priority;
2. If applicable, the necessary parties to be made defendants in a suit to enforce the encumbrance identified on Exhibit 1 are as shown on Exhibit 2;
3. If applicable, the names and addresses, as shown therein, of persons who have recorded requests, under Section 86.785 of the Oregon Revised Statutes, for a copy of notice of default or for a copy of notice of sale are as shown on Exhibit 2, and the names of additional persons who, under Sections 86.705 et seq. of the Oregon Revised Statutes, are entitled to receive notice of sale are as shown on Exhibit 2;
4. If applicable, the names of persons entitled to receive notice of defaults, pursuant to Sections 93.905 et seq. of the Oregon Revised Statutes, are as shown on Exhibit 2.

Lawyers Title Insurance Corporation

Attest:

Secretary



By:

President

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS.

The following terms when used in this Guarantee mean:

- (a) "Land": the land described, specifically or by reference, in this Guarantee and improvements affixed thereto which by law constitute real property.
- (b) "Public records": those records established under State statutes at Date of Guarantee for the purposes of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (c) "Date": the effective date.
- (d) "The Assured": the party or parties named as the Assured in this Guarantee, or in a supplemental writing executed by the Company.
- (e) "Mortgage": mortgage, deed of trust, trust deed, land contract sale, or other security instrument.

### 2. EXCLUSIONS FROM COVERAGE.

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

- (a)(1) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
- (2) Any governmental police power not excluded by (a)(1) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
- (b) Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Guarantee.
- (c) Defects, liens, encumbrances, adverse claims against the title as guaranteed, or other matters:
  - (1) created, suffered, assumed or agreed to by one or more of the Assured, whether or not shown by the public records;
  - (2) not known to the Company, not recorded in the public records at Date of Guarantee but known to one or more of the Assured at Date of Guarantee;

Guarantee – OLTA Form No. 18  
Form 1028-17A

ORIGINAL

## EXHIBIT I

Guarantee No. 13g0140536

Effective Date: April 7, 2006 at 5:00 P.M.

Title Officer Nancy Saul

Liability: \$477.76

Fee: \$500.00

A. The Assured is:

Multnomah County

B. The encumbrance to be enforced is:

N/A

C. The estate or interest in the land which is covered by this Guarantee is:

Fee simple

D. Title to the estate or interest in the land is vested, as of the effective date, in:

Heirs at Law and/or devisees of Henry L. Corbett, deceased, as to an undivided one-third interest; Heirs at Law and/or devisees of Elliott R. Corbett, deceased, as to an undivided one-third interest; and Heirs at Law and/or devisees of Hamilton F. Corbett, deceased, as to an undivided one-third interest

E. The land referred to in this Guarantee is described as follows:

SEE ATTACHED EXHIBIT "A"

F. As of the effective date, the land covered by this Guarantee is subject to the following Exceptions::

1. Unpaid taxes for the year 2005-06  
Original Amount : \$68.46  
Unpaid Balance : \$68.46, plus interest  
Account No. R503919; Levy Code 074; Map 1N4E27 DD 00600

Unpaid taxes for the year 2004-05  
Unpaid Balance : \$64.68, plus interest

Unpaid taxes for the year 2003-04  
Unpaid Balance : \$62.13, plus interest

Unpaid taxes for the year 2002-03  
Unpaid Balance : \$59.67, plus interest

Unpaid taxes for the year 2001-02  
Unpaid Balance : \$57.71, plus interest

2. The right, title and interest, if any, of the following property owners abutting the subject property:

School District No. 39 (1N4E34AA-00100)  
Mark W. Hyzer and Patricia A. Hyzer (1N4E34AA-00700)  
David W. Metz (1N4E27DD-00400)  
Keith A. Andrews and Sherry L. Andrews (1N4E27DD--500)  
Lauri G. Aunan and Steven T. Clouatre (1N4E27AA-00700)

3. Judgment arising from foreclosure for delinquent real property taxes, decreeing sale of the subject property to Multnomah County, subject to statutory rights of redemption under said proceedings,  
Entered : September 16, 2005  
Case No. : 050808015

Exhibit "A"

A tract of land in the Southeast one-quarter of the Southeast one-quarter of Section 27, Township 1 North, Range 4 East of the Willamette Meridian, Multnomah County, Oregon, described as follows:

Beginning at the Southeast corner of said Section 27; thence North  $0^{\circ} 48'$  East, 24.02 feet; thence North  $89^{\circ} 25'$  West and parallel with the Southerly boundary of said Section 27, 581.18 feet to a point on the Easterly boundary of a tract of land conveyed to Lauri G. Aunan etux, by deed recorded September 29, 1990 in Book 2347, page 1611; thence South  $02^{\circ} 24'$  East along said Aunan tract, 24.02 feet, more or less, to the South line of said Section 27; thence East along the South line of said section to the point of beginning.

## EXHIBIT II

Relative to the encumbrance to be enforced, if any, shown on Exhibit 1:

1. Attention is directed to The Servicemembers Civil Relief Act (successor to The Soldiers' and Sailors' Civil Relief Act of 1940 which restricts proceedings against persons in the military service of the United States.
2. Attention is called to the Federal Tax Lien Act of 1966 (Public Law 89-719) which, among other things, provides that written notice of a non-judicial sale be given to the Secretary of the Treasury or his delegate as a requirement for the discharge of a federal tax lien or the divestment of any title of the United States, and establishes a right in the United States to redeem the property within a period of 120 days from the date of such sale.
3. Except as shown in Exhibit 1, no notice of pendency of an action for the foreclosure of the encumbrance to be enforced has been recorded in the county in which the premises are situated..
4. This Guarantee provides no assurances with respect to any facts, rights, title, interests or claims which are not shown by the public records, and this Exhibit 2 is not intended to show the names of persons whose rights, title, interests or claims are not shown by the public records, including, without limitation, those who may be known to the Assured or who could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
5. If applicable, the names and addresses, as shown therein, of persons who have recorded requests for a copy of a notice of sale or notice of default, under ORS 87.785 of the Oregon trust deed statutes, are:

**N/A**

6. If applicable, the name of the Grantor in the encumbrance whose lien is to be enforced is:

**N/A**

7. If applicable, the name of the successor in interest to the Grantor is:

**N/A**

8. If applicable, the names of additional necessary persons not shown above to be made defendants in a suit to enforce the subject encumbrance; or, if applicable, the names of additional persons who are entitled, under the Oregon trust deed statutes, ORS 86.705 et seq., to receive notice of sale; or, if applicable, the names of additional persons who are entitled, under the land sales contract forfeiture statutes, ORS 93.905 et seq., to receive notice of default, are:

8-1 School District No. 39 with an address of 36115 . Historic Columbia River Hwy, Corbett, OR 97019

8-2 Mark W. Hyzer and Patricia A. Hyzer with an address of 36029 E Historic Columbia Hwy, Corbett, OR 97019

8-3 David W. Metz with an address of 1547 NE Corbet Hill Rd., Corbett, OR 97019

8-4 Keith Andrews and Sherry L. Andrews with an address of 36027 E Historic Columbia River Hwy, Corbett, OR 97019

8-5 Lauri G. Aunan and Steven T. Clouatre with an address of PO Box 414, Corbett, OR 97019

NOTE: Any address shown in the above schedule is transcribed from recorded or filed document. The address is not necessarily current reliable for providing service.

NLL/nll