



**Lawyers Title
Commercial Branch
121 SW Morrison St., Suite 500
Portland, OR 97204
503-553-5690 FAX 877-638-9521**

Attn: Carol Keddy
Jordan Ramis PC
2 Centerpointe Dr, 6th Floor
Lake Oswego, OR 97035

Date Prepared: June 22, 2017

CHAIN OF TITLE REPORT
Report of Requested Information from Title Plant Records
Lawyers Title
herein the Company,

Customer Ref : 2N1W33A-00600

Order No. : 32F0006147
Effective Date : June 15, 2017
Fee: : \$200.00

The information contained in this report is furnished by Lawyers Title (the "Company") as an information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE, NOR IS IT A PRELIMINARY TITLE REPORT OR A COMMITMENT FOR TITLE INSURANCE. No examination has been made of the Company's records, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the fee paid or the actual loss to the customer, and the Company will have no greater liability by reason of this report.

County and Time Period

This report is based on a search of the Company's title plant records for Multnomah, Oregon, for the time period from January 1, 1960 through June 15, 2017 (with the through date being the "Effective Date").

Ownership and Property Description

(The Company reports that, as of the Effective date and with respect to the following described property ("the Property")):

Owner. The apparent vested owner of the Property is:

Andrew B. Lightcap

Premises. The Property is:

(a) **Street Address**

Vacant land - NW Newberry Road
Portland, OR 97231

(b) **Legal Description**

SEE ATTACHED EXHIBIT "A"

CHAIN OF TITLE REPORT

Ownership as of January 1, 1960: Cecil J. Miller

1. Warranty Deed,
Grantor : W.J. Miller, a widower and unmarried
Grantee : Cecil J. Miller, his son
Recording Date : February 11, 1930
Recording No. : Book 56, Page 373

2. Multnomah County Probate Case entered October 16, 1962,
Estate of : Cecil J. Miller, deceased
Court : Circuit
Probate No. : 91690
Personal Representative: Alberta E. Miller

3. Executrix Deed on Distribution,
Grantor : Alberta E. Miller, as executrix of the estate of Cecil J. Miller, deceased
Grantee : Alberta E. Miller
Recording Date : July 19, 1963
Recording No. : Book 2177, Page 680
Affects additional property

4. Warranty Deed,
Grantor : Alberta E. Miller, a widow
Grantee : State of Oregon, by and through its State Highway Commission
Recording Date : March 23, 1966
Recording No. : Book 477, Page 616
Affects a portion of a larger tract of land of which the lands described herein were a part

5. Multnomah County Conservatorship Case entered September 15, 1983,
Protected person : Alberta E. Miller
Court : Circuit
Probate No. : 139465
Conservator : Winona J. Mathews

6. Land Sale Contract,
Vendor : Winona J. Mathews
Vendee : Fred R. Bernet, individually and doing business as K.C.B. Construction
Recording Date : August 30, 1985
Recording No. : (85-061020); Book 1847, Page 1365
Affects additional property

7. Conservator's Deed,
Grantor : Winona J. Mathews
Grantee : Fred R. Bernet, individually and dba K.C.B. Construction
Recording Date : November 5, 1985
Recording No. : (85-079499); Book 1862, Page 2227
Affects additional property

8. Warranty Deed,
 Grantor : Fred R. Bernet, individually and doing business as K.C.B. Construction
 Grantee : David R. Looney and Shawn S. Looney, husband and wife
 Recording Date : November 5, 1985
 Recording No. : (85-079500); Book 1862, Page 2232
 Affects a portion of a larger tract of land of which the lands described herein were a part

9. Warranty Deed,
 Grantor : Fred R. Bernet, individually and dba K.C.B. Construction
 Grantee : Brian W. Lightcap and Christine A. Lightcap, husband and wife
 Recording Date : April 5, 1989
 Recording No. : (89-026397); Book 2191, Page 1718
 Affects additional property

10. Quitclaim Deed,
 Grantor : Brian W. Lightcap and Christine A. Lightcap, husband and wife
 Grantee : David R. Looney and Shawn S. Looney, husband and wife
 Recording Date : December 16, 1993
 Recording No. : (93-172779); Book 2801, Page 1161
 Affects a portion of a larger tract of land of which the lands described herein were a part

11. Warranty Deed,
 Grantor : Brian W. Lightcap
 Grantee : Andrew B. Lightcap
 Recording Date : December 9, 2011
 Recording No. : 2011-138576
 Death Certificate of Christine A. Lightcap attached thereto.

NOTE: Property taxes for the fiscal year shown below are paid in full.

Fiscal Year : 2016-2017
 Amount : \$185.64
 Account No. : R325446; Levy Code: 002; Map 2N1W33A-00600

END OF REPORT

End of Reported Information

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

Escrow Officer: Bob Brandon, 503-220-0015, Fax: 877-638-9521
 E-Mail: Bob.Brandon@ltic.com

Exhibit "A"

The following described property in the County of Multnomah and State of Oregon:

That part of the Northeast quarter of Section 33, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, bounded on the West by the half section line running North and South through the center of said Section 33, on the Southeasterly and Easterly side by the Newberry County Road No. 325 on the Northeasterly side by the St. Helens Road, on the North side by the North line of said Section 33, and on the Northwesterly side by the Southeasterly side of the plat of ARMONA.

EXCEPTING therefrom the following described property:

Beginning at a stone monument at road angle four of County Road No. 325 (said monument being on the Northwesterly side of the road as now travelled) and running; thence along the Southerly side of a private roadway North 60° 40' West 41.6 feet to a point; thence North 48° 14' West 102.0 feet to a point; thence North 41° 30' West 74.00 feet to a point; thence North 36° 28' West 121.6 feet to a point; thence North 47° 12' West 189.0 feet to a point beyond said private roadway; thence South 33° 43' West 174.8 feet to a point; thence South 14° 33' West 403.0 feet to a point; thence South 12° 30' East 556.5 feet to a point; thence South 87° 30' East 238.8 feet to a point; thence North 51° 40' East 190.3 feet to a point; thence North 0° 23' East 211.3 feet to a point; thence North 9° 50' East 158.8 feet to a point; thence North 4° 28' East 113.8 feet to a point; thence North 18° 11' East 57.3 feet to a point; thence North 0° 11' West 71.0 feet to the point of beginning.

FURTHER EXCEPTING that portion described as follows:

Beginning at a stone monument at road angle four of County Road No. 325 (said monument being on the Northwesterly side of the road as now travelled); said point being the point of beginning of the parcel conveyed to Willard J. Miller and Ellen L. Miller recorded June 13, 1978 in Book 1271 Page 811, Deed Records; thence following the boundary of said Miller Parcel along the Southerly side of a private roadway North 60° 40' West 41.6 feet; thence North 48° 14' West 102.0 feet; thence North 41° 30' West 74.00 feet; thence North 36° 28' West 121.6 feet; thence North 47° 12' West 189.0 feet to a point beyond said private roadway; thence leaving the boundary of the Miller Parcel and continuing along an extension of the last course North 47° 12' West to the Southeasterly side of the plat of ARMONA; thence Northeasterly along said Southeasterly line to the North line of Section 33, Township 2 North, Range 1 West; thence Easterly along the North line of Section 33, Township 2 North, Range 1 West to the Southwesterly line of the St. Helens Road (also known as Lower Columbia River Highway); thence Southeasterly along said Southwesterly line to the Northerly line of the Newberry County Road No. 325; thence Westerly along said Northerly line to the point of beginning;

AND FURTHER EXCEPTING the portions conveyed to the United Railways Company by

deed recorded June 19, 1913 in Book 630 Page 34, Deed Records, and to the State of Oregon, by and through its State Highway Commission, by Deed recorded April 24, 1934 in Book 248 Page 393, Deed Records.

BE NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



Brian W. Lightcap
13342 NW Newberry Road
Portland, OR 97231

STATE OF OREGON,
County of } ss.

Grantor's Name and Address
Andrew B. Lightcap
7416 N. Newman Ave.
Portland, OR 97203

I certify that the within instrument was
received for recording on
at o'clock M., and recorded in

Grantee's Name and Address

Multnomah County Official Records
R Weldon, Deputy Clerk 2011-138576

After recording, return to (Name, Address, Zip):
Andrew B. Lightcap
7416 N. Newman Ave.
Portland, OR 97203

Barcode with number 00919456201101385760030035 and fee \$46.00

Until requested otherwise, send all tax statements to (Name, Address, Zip):
Andrew B. Lightcap
7416 N. Newman Ave.
Portland, OR 97203

12/09/2011 03:16:36 PM
1R-W DEED Cnt=1 Stn=10 RECCASH1
\$15.00 \$11.00 \$15.00 \$5.00

WARRANTY DEED

KNOW ALL BY THESE PRESENTS that Brian W. Lightcap
hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by Andrew B. Lightcap
hereinafter called grantee, does hereby grant, bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns,
that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining,
situated in Multnomah County, State of Oregon, described as follows, to-wit:
See legal description attached.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.
And grantor hereby covenants to and with grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized
in fee simple of the above granted premises, free from all encumbrances except (if any encumbrances, so state):

and that
grantor will warrant and forever defend the premises and every part and parcel thereof against the lawful claims and demands of all
persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 100.00
The actual consideration consists of or includes other property or value given or promised which is the whole part of the (indicate
which) consideration. (The sentence between the symbols if not applicable, should be deleted. See ORS 93.030.)

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.

In witness whereof, the grantor has executed this instrument on December 9, 2011; if grantor
is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do
so by order of its board of directors.

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 PROPERTY OWNERS, IF ANY,
UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, ORE-
GON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

Signature of Brian W. Lightcap

STATE OF OREGON, County of Washington) ss.
This instrument was acknowledged before me on December 9, 2011
by Brian W. Lightcap
This instrument was acknowledged before me on
by
as
of



Signature of Iris Welch
Notary Public for Oregon
My commission expires 11-13-12

LEGAL DESCRIPTION

The following described property in the County of Multnomah and State of Oregon:

That part of the Northeast quarter of Section 33, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, bounded on the West by the half section line running North and South through the center of said Section 33, on the Southeasterly and Easterly side by the Newberry County Road #325 on the Northeasterly side by the St. Helens Road, on the North side by the North line of said Section 33, and on the Northwesterly side by the Southeasterly side of the plat of ARMONA; EXCEPTING therefrom the following described property:

Beginning at a stone monument at road angle four of County Road #325 (said monument being on the Northwesterly side of the road as now traveled) and running thence along the Southerly side of a private roadway North 60° 40' West 41.6 feet to a point; thence North 48° 14' West 102.0 feet to a point; thence North 41° 30' West 74.00 feet to a point; thence North 36° 28' West 121.6 feet to a point; thence North 47° 12' West 189.0 feet to a point beyond said private roadway; thence South 33° 43' West 174.8 feet to a point; thence South 14° 33' West 403.0 feet to a point; thence South 12° 30' East 556.5 feet to a point; thence South 87° 30' East 238.8 feet to a point; thence North 51° 40' East 190.3 feet to a point; thence North 0° 23' East 211.3 feet to a point; thence North 9° 50' East 158.8 feet to a point; thence North 4° 28' East 113.8 feet to a point; thence North 18° 11' East 57.3 feet to a point; thence North 0° 11' West 71.0 feet to the point of beginning; FURTHER EXCEPTING that portion described as follows:

Beginning at a stone monument at road angle four of County Road #325 (said monument being on the Northwesterly side of the road as now traveled); said point being the point of beginning of the parcel conveyed to Willard J. Miller and Ellen L. Miller recorded June 13, 1978 in Book 1271 page 811, Deed Records; thence following the boundary of said Miller Parcel along the Southerly side of a private roadway North 60° 40' West 41.6 feet; thence North 48° 14' West 102.0 feet; thence North 41° 30' West 74.00 feet; thence North 36° 28' West 121.6 feet; thence North 47° 12' West 189.0 feet to a point beyond said private roadway; thence leaving the boundary of the Miller Parcel and continuing along an extension of the last course North 47° 12' West to the Southeasterly side of the plat of ARMONA; thence North-easterly along said Southeasterly line to the North line of Section 33, Township 2 North, Range 1 West; thence Easterly along the North line of Section 33, Township 2 North, Range 1 West to the Southwesterly line of the St. Helens Road (also known as Lower Columbia River Highway); thence South-easterly along said Southwesterly line to the Northerly line of the Newberry County Road #325; thence Westerly along said Northerly line to the point of beginning;

AND FURTHER EXCEPTING the portions conveyed to the United Railways Company by deed recorded June 19, 1913 in Book 630 page 34, Deed Records, and to the State of Oregon, by and through its State Highway Commission, by Deed recorded April 24, 1934 in Book 248 page 393, Deed Records.

CERTIFICATION OF VITAL RECORD

G-5082
I.D. TAG NO.

OREGON DEPARTMENT OF HUMAN RESOURCES
HEALTH DIVISION
CENTER FOR HEALTH STATISTICS
CERTIFICATE OF DEATH

136

State File Number

Local File Number

1. DECEDENT'S NAME First: <u>Christine</u> Middle: <u>Ann</u> Last: <u>LIGHTCAP</u>			2. SEX <u>Female</u>	3. DATE OF DEATH (Month, Day, Year) <u>May 27, 1994</u>	
4. SOCIAL SECURITY NUMBER <u>321-36-5299</u>	5a. AGE-Last Birthday (Years) <u>50</u>	5b. Under 1 Year Mos. <u> </u> Days <u> </u>	5c. Under 1 Day Hours <u> </u> Mins. <u> </u>	6. BIRTHPLACE (City and State or Foreign Country) <u>St. Charles, IL</u>	
7. DATE OF BIRTH (Month, Day, Year) <u>February 14, 1944</u>					
8. PLACE OF DEATH (Check only one) <input type="checkbox"/> HOSPITAL <input type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DCA <input type="checkbox"/> OTHER <input type="checkbox"/> Nursing Home <input type="checkbox"/> Decedent's Home <input checked="" type="checkbox"/> Other (Specify) <u>Road</u>					
9a. FACILITY NAME (if not institution, give street and number) <u>One mile north of Germantown Road on Cornelius Pass Road</u>			9b. CITY, TOWN, OR LOCATION OF DEATH <u>Portland</u>	9c. COUNTY OF DEATH <u>Washington</u>	
10a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired.) <u>Teacher</u>		10b. KIND OF BUSINESS/INDUSTRY <u>Junior High Education</u>	11. MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify) <u>Married</u>	12. SPOUSE (If Married, Widowed) <u>Brian Lightcap</u>	
13a. RESIDENCE - STATE <u>Oregon</u>	13b. COUNTY <u>Multnomah</u>	13c. CITY, TOWN OR LOCATION <u>Portland</u>	13d. STREET AND NUMBER <u>13342 NW Newberry</u>		
14a. INSIDE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	14b. ZIP CODE <u>97231</u>	14c. WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes - If yes, specify Cuban, Mexican, Puerto Rican, etc.) <input type="checkbox"/> No <input type="checkbox"/> Yes	15. RACE American Indian, Black, White, etc. (Specify) <u>White</u>	16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (0-12) <u> </u> College (1-4 or 5+) <u>5+</u>	
17. FATHER - NAME first middle last <u>Robert Joseph Filip</u>		18. MOTHER - NAME first middle maiden <u>Marcia Johnsen</u>		19. INFORMANT - NAME and relationship to deceased <u>Zachary Lightcap - Son</u>	
20a. METHOD OF DISPOSITION <input type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify) <u> </u>		20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) <u>Uniservice Crematory</u>		20c. LOCATION - City or Town, State <u>Portland, OR</u>	
21a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH <i>Jan R. [Signature]</i>		21b. LICENSE NUMBER (Of Licensee) <u>AF-1307</u>	22. NAME, ADDRESS AND ZIP OF FACILITY <u>Hennessey, Goetsch & McGee Funeral Home 210 NW 17th Ave Portland, OR 97209</u>		
23. DATE FILED (Month, Day, Year) <u>JUN 03 1994</u>		24. REGISTRAR'S SIGNATURE <i>James F. Bennett</i>			
25. DID HOSPITAL REPRESENTATIVE MAKE REQUEST FOR ANATOMICAL GIFT CONSENT? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		26. WAS IT MADE? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A			
10. TO BE COMPLETED BY CERTIFYING PHYSICIAN					
27. TIME OF DEATH <u>M</u> <input type="checkbox"/> Yes <input type="checkbox"/> No		28. WAS MEDICAL EXAMINER NOTIFIED? <input type="checkbox"/> Yes <input type="checkbox"/> No			
29. To the best of my knowledge, death occurred at the time, date, place and due to the cause(s) and manner stated. (Signature) <i>Larry V. Lewman</i>					
30. DATE SIGNED (Month, Day, Year) <u>June 1, 1994</u>					
31. NAME, TITLE, ADDRESS AND ZIP OF CERTIFYING MEDICAL EXAMINER (Type or Print) <u>LARRY V. LEWMAN, M. D., STATE MEDICAL EXAMINER, 301 N. E. KNOTT, PORTLAND, OREGON 97212</u>					
32. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)					
11. TO BE COMPLETED ONLY BY MEDICAL EXAMINER					
31a. TIME OF DEATH <u>8:10 P M</u>		31b. DATE PRONOUNCED DEAD (Month, Day, Year, Hour) <u>May 27, 1994 8:10 P M</u>			
32. On the basis of examination and/or investigation, in my opinion death occurred at the time, date, place and due to the cause(s) and manner stated. (Signature) <i>Mary Newman</i>					
33. DATE SIGNED (Month, Day, Year) <u>June 1, 1994</u> COUNTY <u>STATE OF OREGON</u>					
12. CONDITIONS OF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE EXCEPT THE UNDERLYING CAUSE LAST					
13. CAUSE OF DEATH					
34. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c)) Do not enter mode of dying, e.g. Cardiac or Respiratory Arrest.					
PART I (a) <u>CHEST INJURIES</u>			Interval between onset and death		
DUE TO, OR AS A CONSEQUENCE OF:					
PART II (b) <u> </u>			Interval between onset and death		
DUE TO, OR AS A CONSEQUENCE OF:					
PART III (c) <u> </u>			Interval between onset and death		
35. OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not resulting in the underlying cause given in PART I					
37. Did tobacco use contribute to the death? <input type="checkbox"/> Yes <input type="checkbox"/> Probably <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown		38. AUTOPSY <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		39. If yes were findings considered in determining cause of death? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
40. MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Pending Investigation <input checked="" type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide	41a. DATE OF INJURY (Month, Day, Year) <u>May 27, 1994</u>	41b. TIME OF INJURY <u>8:10P M</u>	41c. INJURY AT WORK? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	41d. DESCRIBE HOW INJURY OCCURRED <u>Passenger in two auto crash</u>	
41e. PLACE OF INJURY - At home, farm, street, factory, office building etc. (Specify) <u>Road</u>		41f. LOCATION (Street and Number or Rural Route Number, City or Town, State) <u>One mile north of Germantown Road on Cornelius Pass Road, Portland, OR</u>			

ORIGINAL-VITAL STATISTICS COPY

45-2 Rev 11-82

THIS IS A TRUE AND EXACT REPRODUCTION OF THE DOCUMENT OFFICIALLY REGISTERED AT THE OFFICE OF THE WASHINGTON COUNTY REGISTRAR.



DATE ISSUED JUL 15 1994

COUNTY REGISTRAR
WASHINGTON COUNTY, OREGON

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS;

That, W. J. MILLER, a widower and unmarried, in consideration of Ten (\$10.00)

Dollars, and other good and valuable consideration, to him paid by CECIL J. MILLER, his son, does hereby grant, bargain, sell and convey unto the said Cecil J. Miller, his heirs, and assigns, all of the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Multnomah and State of Oregon, bounded and described as follows, to-wit:

All of that portion of the Northeast Quarter of Section 33, Township 2, North Range 1, West of the Willamette Meridian, bounded on the West by the half-section line running North and South through the center of the said section 33, on the Southeasterly and Easterly side by the Newberg County Road Number 325, on the Northeasterly side by the St. Helens Road, on the North side by the North line of the said Section 33 and on the Northwesterly side by the Southeasterly side of the Plat of Armona, containing 24 acres, more or less, and excepting therefrom 9.97 acres, which said 9.97 acres are bounded and described as follows, to-wit:

Beginning at a stone monument at Road Angle four (4) of County Road Number 325 (said monument being on the Northwesterly side of the road as now traveled) and running thence along the Southerly side of a private roadway N. 60° 40' W. 41.6 feet to a point; thence N. 48° 14' W. 102.0 feet to a point; thence N. 41° 30' W. 74.0 feet to a point; thence North 36° 28' W. 121.6 feet to a point; thence North 47° 12' W. 189.0 feet to a point beyond said private roadway; thence South 33° 43' W. 174.8 feet to a point; thence South 14° 33' W. 403.0 feet to a point; thence South 12° 30' East 556.5 feet to a point; thence S. 87° 30' E. 288.8 feet to a point; thence North 81° 40' E. 190.3 feet to a point; thence N. 0° 23' E. 211.3 feet to a point; thence N. 50° E. 158.8 feet to a point; thence N. 4° 28' E. 113.8 feet to a point; thence N. 18° 11' E. 87.3 feet to a point; thence N. 0° 11' W. 71.0 ft. to beginning;

February, said MILLER a widower and unmarried at he

hand

Witness my hand and seal of office affixed. A. V. BAILEY, County Clerk. Deputy

Also the following bounded and described parcel:

All that piece or parcel of land lying and being in Section 23, Township 2, North Range 1, West of the Willamette Meridian, which was conveyed by Verlin Ennis and Ellen E. Ennis to Memie C. Miller by deed dated November 19, 1898, and recorded November 26, 1898, on page 186, in Volume 253, Records of Deeds for Multnomah County, Oregon.

All of the aforementioned property being subject to the rights and privileges heretofore granted to the United Railways Co.

To have and to hold, the above described and granted premises unto the said Cecil J. Miller, his heirs and assigns forever.

And the grantor above named does covenant to and with the above named grantee, his heirs and assigns, that he is lawfully seized in fee simple of the above granted premises, that the above granted premises are from all incumbrances, and that he will and his heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

Witness my hand and seal this 11th day of February, 1930.

Witnessed by:

Alfred H. Hartney
W. J. Miller

W. J. Miller (Seal)

STATE OF OREGON)
COUNTY OF MULTNOMAH) SS.

Be it remembered, that on this 11th day of February, 1930, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named W.J. Miller, who is known to me to be the identical a widower and unmarried

individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.



Cecil J. Miller
Notary Public for Oregon.
My commission expires: *Aug 16 1932*

3846

WARRANTY DEED

from

W. J. MILLER

to

CECIL J. MILLER

By 370 Livingston

STATE OF OREGON
County of *Washington*

I, A. A. BAILEY, County Clerk, do hereby certify that the within and foregoing instrument was duly recorded for record in Book *56* Page *375* of the Public Records of said County on this *12th* day of *February* 1932.

In Book *56* On Page *375*

Witness my hand and seal of office affixed.
A. A. BAILEY,
County Clerk.

J. M. Starnes
Deputy

the rights
ays Co.

granted

and
that

ted

ers

mary,

mary,
and
this
tical

KNOW ALL MEN BY THESE PRESENTS, That ALBERTA E. MILLER was duly and regularly appointed executrix of the estate of CECIL J. MILLER, deceased, by the Circuit Court of the State of Oregon for Multnomah County, Probate Department, and is now so acting; that on the 2nd day of July, 1963, said Court made and entered an order in said estate directing distribution thereof to the persons entitled thereto; and pursuant to such order,

ALBERTA E. MILLER, as executrix of the estate of CECIL J. MILLER, deceased, does hereby convey, transfer and set over and unto ALBERTA E. MILLER, in her individual capacity, as devisee and legatee under the Last Will and Testament of said deceased, all her right, title and interest as executrix of said estate in and to the following described real property, to-wit:

1. The following described property in the County of Multnomah and State of Oregon:

That part of the West half of the Northeast quarter of Section 33, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, bounded on the west by the half section line running North and South through the center of said Section 33, on the Southeasterly and Easterly side by the Newbury County Road No. 325, on the Northeasterly side by the St. Helens Road, on the North side by the north line of said Section 33, and on the Northwesterly side by the southeasterly side of the plat of Aromona; EXCEPTING therefrom the following described property: Beginning at a stone monument at road angle four of County Road No. 325 (said monument being on the northwesterly side of the road as now traveled) and running thence along the southerly side of a private roadway North 60° 40' West 41.6 feet to a point; thence North 48° 14' West 102.0 feet to a point; thence North 41° 30' West 74.0 feet to a point; thence North 36° 28' West 121.6 feet to a point; thence North 47° 12' West 189.0 feet to a point beyond said private roadway; thence South 33° 43' West 174.8 feet to a point; thence South 14° 33' West 403.0 feet to a point; thence South 12° 30' East 556.5 feet to a point; thence South 87° 30' East 238.8 feet to a point; thence North 51° 40' East 190.3 feet to a point; thence North 0° 23' East 211.3 feet to a point; thence North 9° 50' East 158.8 feet to a point; thence North 18° 11' 4' 28' East 113.8 feet to a point; thence North 0° 11' West 57.3 feet to a point; thence North 0° 11' West 71.0 feet to the point of beginning; FURTHER EXCEPTING the portions conveyed to the United Railways Company by

30321

JUL 19 1963

deed recorded June 19, 1913 in Book 630, page 34 of Deed Records, and to the State of Oregon by deed recorded April 24, 1934 in Book 248 at page 393 of Deed Records, in the name of Cecil J. Miller.

2. That portion of the following described property lying northerly of Newbury Road, in the County of Multnomah and State of Oregon:

A strip of land 50 feet in width being 25 feet in width on each side of and parallel with and adjacent to the center line of United Railways Co. Tract across part of the northeast one-quarter of the northeast one-quarter of Section 33 and part of the southwest one-quarter of the southwest one-quarter of Section 28, Township 2 North, Range 1 West, ALSO, a strip 47 1/2 feet in width being 25 feet in width on the easterly side and 22 1/2 feet in width on the westerly side of and parallel with and adjacent to the said center line across the northwest one-quarter of the northeast one-quarter of Section 33, said center line of tract (now abandoned) being described as follows: Beginning at one-quarter corner between Sections 33 and 34, Township 2 North, Range 1 West; thence north along the section line 1310.4 feet to the center line of tract; thence northwesterly along said center line 405 feet to the center of W.J. Miller canyon in the northeast one-quarter of the northeast one-quarter of Section 33 for true point of beginning of tract described; thence continuing northwesterly along the said center line of tract 1743.85 feet to the center of Havilik canyon in the southwest one-quarter of the southeast one-quarter of Section 28, above being vacated right of way of United Railways Co. as described in Book 630, page 349, Deed Records; EXCEPT the portion in roads, in the name of Cecil J. Miller as to an undivided one-third interest and in the name of Cecil J. Miller and Alberta E. Miller as to a two-thirds interest.

TO HAVE AND TO HOLD the same unto the said ALBERTA E. MILLER, her heirs and assigns, forever.

IN WITNESS WHEREOF, ALBERTA E. MILLER, as executrix of the estate of CECIL J. MILLER, deceased, has hereunto set her hand and seal this 17th day of July, 1963.

Alberta E. Miller (SEAL)
Executrix of the estate of Cecil J. Miller, Deceased.

STATE OF OREGON)
County of Multnomah) ss.

BE IT REMEMBERED, That on this 17th day of July, 1963, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ALBERTA E. MILLER, executrix of the estate of CECIL J. MILLER, deceased, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Walter H. Alderson
Notary Public for Oregon

My Commission expires: 7/14/66

(SEAL) DOCUMENT 3032 / RECORDED JUL 19 1963 11:28A M SI COHN, C

JUL 19 1963

3032

WARRANTY DEED
(Individual)

Know All Men by These Presents, That I, Alberta E. Miller, a widow,
grantor, for the consideration of
the sum of Eight Hundred Fifty and No/100 (\$850.00) DOLLARS
to me paid, have bargained and sold and by these presents do bargain, sell and convey
unto the STATE OF OREGON, by and through its STATE HIGHWAY COMMISSION, the following described
premises, to wit:

A parcel of land lying in the SE $\frac{1}{4}$ of Section 28 and the NE $\frac{1}{4}$ of Section 33, Township 2 North, Range 1 West, W.M., Multnomah County, Oregon; the said parcel being a strip of land extending from Canyon Road to Newberry Road, said strip of land being variable in width, lying on the Westerly side of the center line of the Columbia River Highway as said highway has been relocated, which center line is described as follows:



Beginning at Engineer's center line Station 439+45.65, said Station being 482.36 feet South and 531.45 feet East of the Initial Point of ARMCHA in Multnomah County, Township 2 North, Range 1 West, W.M.; thence South 33° East, 72.33 feet; thence on a spiral curve left (the long chord of which bears South 34° 30' East) 300 feet; thence on a 1909.86 foot radius curve left (the long chord of which bears South 40° 03' East) 170 feet; thence on a spiral curve left (the long chord of which bears South 45° 36' East) 300 feet; thence South 47° 05' East, 712.72 feet to Station 455+70, said center line crosses the South line of said Section 28 approximately at Station 443+30.

The widths in feet of the strip of land above referred to are as follows:

Station	to	Station	Widths on Westerly Side of Center Line
439+45.65		440+17.98	150
440+17.98		440+50	150 in a straight line to 80
440+50		444+00	80 in a straight line to 90
444+00		444+87.98	90 in a straight line to 70
444+87.98		447+87.98	70
447+87.98		449+00	70 taper to 165
449+00		451+00	165 taper to 125
451+00		453+00	125 taper to 120

(Bearings used herein are based upon the Oregon Co-ordinate System, North Zone.)

The parcel of land to which this description applies contains 53,100 square feet, more or less, outside of the existing right of way.

As a part of the consideration hereinabove stated, there is also bargained, sold, conveyed and relinquished to the Grantee all existing, future or potential common law or statutory abutter's easements of access between the parcel herein described and all of the Grantor's remaining real property.

It is expressly intended that the covenants, burdens, restrictions and reservations contained herein shall run with the land and shall forever bind the Grantor, her heirs and assigns.

rc/BR

11785

MAR 23 1966

TO HAVE AND TO HOLD the said premises with their appurtenances, in fee simple, unto the said State of Oregon, by and through its State Highway Commission, its successors and assigns forever.

And I the said grantor do hereby covenant to and with the said State of Oregon, by and through its State Highway Commission, its successors and assigns, that I am the owner in fee simple of said premises; that they are free from all encumbrances

and that I will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21 day of March, 1966

Done in presence of: C. H. Mayes } Alberto E. Miller [SEAL]

11785

Warranty Deed (Individual) FROM Alberta E. Miller TO STATE OF OREGON BY AND THROUGH ITS STATE HIGHWAY COMMISSION

STATE OF OREGON, County of Multnomah, Clerk and ex-officio Register of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received and recorded in the record book of said County at

1966 MAR 23 PM 1 20

ST. CLAIR, CLERK MULTNOMAH COUNTY OREGON

In Book 477 On Page 616

Witness my hand and seal of office affixed at County Clerk's Office, Multnomah County, Oregon, this 23rd day of March, 1966. R. M. Miller, State Register, Deputy.

STATE OF OREGON,

County of Multnomah ss.

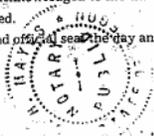
On this 21 day of March, 1966, personally came before me, a Notary Public in and for said county and state, the within named Alberta E. Miller, a widow

and his wife to me personally known to be the identical person described in, and who executed the within instrument and who each personally acknowledged to me that she executed the same freely and voluntarily for the purposes therein named.

Witness my hand and official seal the day and year last above written.

C. H. Mayes My commission expires April 23, 1966

MAR 23 1966



11785

OA

CONTRACT—REAL ESTATE

538857

THIS CONTRACT, Made this 29th day of August 19 85 between
WINONA J. MATHEWS, Conservator of the Estate of ALBERTA E. MILLER,
a protected person,
 and FRED R. BERNET, individually and doing business as hereinafter called the seller,
K.C.B. Construction hereinafter called the buyer,
 WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller
 agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands
 and premises situated in Multnomah County, State of OREGON to-wit:

PARCEL 1: The following described property in the County of
 Multnomah and State of Oregon:

That part of the Northeast quarter of Section 33, Township 2
 North, Range 1 West of the Willamette Meridian, in the
 County of Multnomah and State of Oregon, bounded on the West
 by the half section line running North and South through the
 center of said Section 33, on the Southeasterly and Easterly
 side by the Newbury County Road #325 on the Northeasterly
 side by the St. Helens Road, on the North side by the North
 line of said Section 33, and on the Northwesterly side by
 the Southeasterly side of the plat of Armona; EXCEPTING
 therefrom the following described property:

Beginning at a stone monument at road angle four of County
 Road #325 (said monument being on the Northwesterly side of
 the road as now traveled) and running thence along the
 Southerly side of a private roadway North 60° 40' West 41.6
 feet to a point; thence North 48° 14' West 102.0 feet to a
 point; thence North 41° 30' West 74.00 feet to a point;
 thence North 36° 28' West 121.6 feet to a point; thence
 North 47° 12' West 189.0 feet to a point beyond said private
 roadway; thence South 33° 43' West 174.8 feet to a point;
 thence South 14° 33' West 403.0 feet to a point; thence
 South 12° 30' East 556.5 feet to a point; thence South 87°
 30' East 238.8 feet to a point; thence North 51° 40' East
 190.3 feet to a point; thence North 0° 23' East 211.3 feet
 to a point; thence North 9° 50' East 158.8 feet to a point;
 thence North 4° 28' East 113.8 feet to a point; thence North
 18° 11' East 57.3 feet to a point; thence North 0° 11' West
 71.0 feet to the point of beginning; FURTHER EXCEPTING the
 portions conveyed to the United Railways Company by deed
 Recorded June 19, 1913 in Book 630 page 34 of Deed Records,
 and to the State of Oregon by deed recorded April 24, 1934
 in Book 238 page 393 of Deed Records, in the name of Cecil
 J. Miller.

Mathews/Bernet contract
August 29, 1985
 Description - page 1 of 3

Description - page 2 of 3

Produced By
 Floor Title
 Insurance Company

PARCEL 2: That portion of the following described property lying Northerly of Newbury Road, and Southerly of Canyon Road in the County of Multnomah and State of Oregon:

A strip of land 50 feet in width being 25 feet in width on each side of and parallel with and adjacent to the center line of United Railways Co. Tract across part of the Northeast quarter of the Northeast quarter of Section 33 and part of the Southwest quarter of the Southwest quarter of Section 28, Township 2 North, Range 1 West, ALSO a strip 47-1/2 feet in width being 25 feet in width on the Easterly side and 22-1/2 feet in width on the Westerly side of and parallel with and adjacent to the said center line across the Northwest quarter of the Northeast quarter of Section 33, said center line of tract (now abandoned) being described as follows:

Beginning at quarter corner between Sections 33 and 34, Township 2 North, Range 1 West; thence North along the section line 1310.4 feet to the center line of tract; thence Northwesterly along said center line 405 feet to the center of W.J. Miller Canyon in the Northeast quarter of the Northeast quarter of Section 33 for the true point of beginning of tract described; thence continuing Northwesterly along the said center line of tract 1743.85 feet to the center of Havilik Canyon in the Southwest quarter of the Southeast quarter of Section 28, above being vacated right of way of United Railways Co. as described in Book 630 page 349, Deed Records; EXCEPT the portion in roads, in the name of Cecil J. Miller as to an undivided 1/3 interest and in the name of Cecil J. Miller and Alberta E. Miller as to a 2/3 interest.

PARCEL 3: The following described property in the County of Multnomah and State of Oregon:

All that piece or parcel of land lying and being in Section 28, Township 2 North, Range 1 West of the Willamette Meridian, which was conveyed by Verlin Ennis and Ellen E. Ennis to Mamie C. Miller by deed dated November 19, 1898, recorded November 26, 1898 in page 186 in Volume 253, Records of Deeds for Multnomah County, Oregon, described as follows:

Commencing at a point on the Section line between Sections 28 and 33, Township 2 North, Range 1 West of the Willamette

Meridian where the same is intersected by the West boundary line of the Portland and St. Helens County Road, running thence in a Northerly direction along the West boundary line of said County Road 222 feet to South Margin of a ravine thence in a Southwesterly course along the South margin of said ravine 315 feet to the dividing line between Section 28 and 33, Township and range aforesaid; thence East along said dividing line between said Sections 28 and 33 to the place of beginning.

Mathews/Bernet contract
1985
Description page 2 of 3

538857

Insured By
Title
Insurance Company

BOOK 1847 PAGE 1367

SUBJECT TO:

BOOK 1847 PAGE 1367

538857

Recorded By
Trecor Title
Insurance Company

1. Parcel I is classified as forest lands.
2. Easement for anchor and guy lines as granted by instrument from Mamie C. Miller to The Pacific Telephone and Telephone Company, dated June 16, 1921, recorded June 23, 1921 in Book 851 page 181, Deed Records.
3. Transmission Line Easement from Cecil J. and Alberta E. Miller, husband and wife to United States of America, recorded December 2, 1941 in Book 578 page 82, Deed Records.
4. Easement from Cecil J. and Alberta E. Miller, husband and wife to United States of America, recorded December 2, 1940 in Book 578 page 91, Deed Records.
5. The rights of the public in and to that portion thereof, included in Newberry Road, also known as County Road #325.
6. Easement for utilities as reserved in deed from United Railways Company, an Oregon corporation, to Cecil J. Miller, William F. Miller and Raymond H. Miller, their heirs, recorded February 23, 1940 in Book 536 page 59, Deed Records. (Affects the portion former United Railway right of way)
7. A permanent easement and right of way approximately 14 feet in width, with such additional widths as are necessary to provide for cuts, fills and turnouts and for curves at the angle points, all over and across a portion of the of the herein described premises, Multnomah County, Oregon, excepting the Johns-Astoria 100 foot transmission line right of way, shown on right of way map, recorded June 2, 1958 in Book 1900 page 202, Deed Records.
8. Boundary Line Agreement, including the terms and provisions thereof, between Alberta E. Miller, an unmarried woman; and Norma R. McKinnell and Ralph D. Sonneland, recorded January 26, 1966, in Book 460, page 775, Deed Records. (Said agreement establishes the boundary as NW Newbury Road Road as traveled)
9. Access restrictions, including the terms and provisions thereof, in deed from Alberta E. Miller, to State of Oregon, by and through its State Highway Commission, dated March 21, 1966, recorded March 23, 1966, in Book 477, page 616, Deed Records. (Affects the former United Railway right of way)
10. Electric transmission line easement, including the terms and provisions thereof, from Alberta E. Miller, to Portland General Electric Company, an Oregon corporation, recorded February 3, 1971, in Book 771, page 285, Deed Records.

Mathews/Bernet contract Description - August 79, 1985, Page 3 of 3

AUG 30 1985

538857

for the sum of Fifty-Eight Thousand Five Hundred Dollars (\$58,500.00), (hereinafter called the purchase price) on account of which Fifteen Thousand Dollars (\$15,000.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in amounts as follows, to-wit: The full balance due of \$43,500.00, without interest, on November 1, 1985.

The buyer warrants to and covenants with the seller that the real property described in this contract is (A) primarily for buyer's personal, family, household or agricultural purposes. (B) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of _____ (none) per annum from _____ until paid, interest to be paid _____ and _____ in addition to the minimum regular payments above required. Taxes on said premises for the current year shall be prorated between the parties hereto as of _____ date hereof _____ 19_____.

The buyer shall be entitled to possession of said lands on _____ date hereof _____ 1985, and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the premises and the buildings, now or hereafter erected thereon, in good condition and repair and will not suffer or permit any waste or slip thereon; that he will keep said premises free from construction and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than \$_____ in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

The seller agrees that _____ days from the date hereof, he will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement, and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date, placed, permitted or arising by, through or under seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

(Continued on reverse)

*IMPORTANT NOTICE: Debits, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if seller is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures; for this purpose, use Stevens-Ness Form No. 1308 or similar. If the contract becomes a first lien to finance the purchase of a dwelling use Stevens-Ness Form No. 1307 or similar.

WINONA J. MATHEWS

SELLER'S NAME AND ADDRESS

FRED R. BERNET

BUYER'S NAME AND ADDRESS

After recording return to:

RICHARD E. PAUL #709
520 S.W. 6th Ave.
PORTLAND, OREGON 97204
NAME, ADDRESS, ZIP

Unless a change is requested all tax statements shall be sent to the following address:

FRED R. BERNET
51364 DIKE ROAD
SCAPPOOSE, OREGON 97056
NAME, ADDRESS, ZIP

STATE OF OREGON, } ss.

County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/teel/volume No. _____ on page _____ or as fee/title/instrument/microfilm/reception No. _____, Record of Deeds of said county.

Witness my hand and seal of County aforesaid.

NAME _____ TITLE _____

By _____ Deputy

1985 AUG 13 1985

AUG 30 1985

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within 30 days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable, (3) to withdraw said deed and other documents from escrow and/or (4) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and remain in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging. The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or of a waiver of the provision itself.

Seller does not in the ordinary course of business extend consumer credit and for this reason Buyer is aware that "REGULATION Z" does not apply to this transaction.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 58,500.00

In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and if an appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the contract so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors in interest and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

Conservatorship Estate of Alberta E. Miller
By: *Winona J. Mathews*
Fred R. Bernet
Fred R. Bernet
Individually and dba KCB Construction

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

NOTE-The sentence between the symbol @, if not applicable, should be deleted. See ORS 93.020.

STATE OF OREGON,)
County of Columbia) ss.
August 27, 1985

STATE OF OREGON, County of _____) ss.
_____, 19____

Personally appeared the above named
FRED R. BERNET, individually
and dba KCB Construction,

Personally appeared _____, and
_____, who, being duly sworn,
each for himself and not one for the other, did say that the former is the
_____, president and that the latter is the
_____, secretary of _____

and acknowledged the foregoing instrument to be his voluntary act and deed.

_____, a corporation,
and that the seal affixed to the foregoing instrument is the corporate seal
of said corporation and that said instrument was signed and sealed in behalf
of said corporation by authority of its board of directors; and each of
them acknowledged said instrument to be its voluntary act and deed.
Before me:

Richard E. Paul
Notary Public for Oregon
My commission expires July 2, 1989

Notary Public for Oregon
My commission expires: _____ (SEAL)

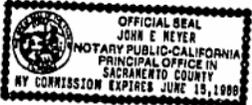
ORS 93.020 (1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument is executed and the title is bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are bound thereby.
ORS 93.020(2) Violation of ORS 93.025 is punishable, upon conviction, by a fine of not more than \$100.

STATE OF CALIFORNIA)
County of Sacramento) ss.
AUGUST 17, 1985

STATE OF OREGON)
Multnomah County) ss.

Personally appeared the above named WINONA J. MATHEWS, Conservator of the Estate of ALBERTA E. MILLER, a protected person, and acknowledged the foregoing instrument to be her voluntary act and deed.
Before me: *John E. Neyer*
Notary Public for California
My Commission expires: June 15, 1988

I, a Deputy for the Recorder of Conveyances, in and for said County, do hereby certify that the within instrument of writing was received for record and recorded in the record of said County
1:35 AUG 30 PM 12:39
RECORDING SECTION
MULTNOMAH CO. OREGON
In Book 1847 On Page 1365
witness my hand and seal of office aforesaid.
Recorder of Conveyances



m Bernet
Deputy

538857

Recorded by Title Insurance Company

061020

210

AUG 30 1985

BOOK 1847 PAGE 1369

OA

CONSERVATOR'S DEED

BOOK 1862 PAGE 2227

THIS INDENTURE Made this 30th day of October, 1985, by and between WINONA J. MATHEWS, the duly appointed, qualified and acting conservator of the Estate of ALBERTA E. MILLER, a protected person, hereinafter called the first party, and FRED R. BERNET, individually and dba K.C.B. Construction, hereinafter called the second party; WITNESSETH:

For value received and the consideration hereinafter stated, the receipt whereof hereby is acknowledged, the first party has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said second party and second party's heirs, successors-in-interest and assigns all the estate, right and interest of the said protected person in that certain real property situate in the County of Multnomah, State of Oregon, described as follows, to-wit:

PARCEL 1: The following described property in the County of Multnomah and State of Oregon:

That part of the Northeast quarter of Section 33, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, bounded on the West by the half section line running North and South through the center of said Section 33, on the Southeasterly and Easterly side by the Newbury County Road #325 on the Northeast side by the St. Helens Road, on the North side by the North line of said Section 33, and on the Northwesterly side by the Southeasterly side of the plat of Aromona; EXCEPTING therefrom the following described property:

Beginning at a stone monument at road angle four of County Road #325 (said monument being on the Northwesterly side of the road as now traveled) and running thence along the southerly side of a private roadway North 60° 40' West 41.6 feet to a point; thence North 48° 14' West 102.0 feet to a point; thence North 41° 30' West 74.00 feet to a point; thence North 36° 28' West 121.6 feet to a point; thence North 47° 12' West 189.0 feet to a point beyond said private roadway; thence South 33° 43' West 174.8 feet to a point; thence South 14° 33' West 403.0 feet to a point; thence South 12° 30' East 556.5 feet to a point; thence South 87° 30' East 238.8 feet to a point; thence North 51° 40' East 190.3 feet to a point; thence North 0° 23' East 211.3 feet to a point; thence North 9° 50' East 158.8 feet to a point; thence North 4° 28' East 113.8 feet to a point; thence North 18° 11' East 57.3 feet to a point; thence North 0° 11' West 71.0 feet to the point of beginning; FURTHER EXCEPTING the portions conveyed to the United Railways Company by deed recorded June 19, 1913 in Book 630 page 34 of Deed Records, and to the State of Oregon by deed recorded April 24, 1934 in Book 238 page 393 of Deed Records, in the name of Cecil J. Miller.

Mathews/Bernet deed
 October 30, 1985
 Description - Page 1 of 4

Recorded By
 Ticor Title
 Insurance Company

541638

PARCEL 2: That portion of the following described property lying Northerly of Newbury Road, and Southerly of Canyon Road in the County of Multnomah and State of Oregon:

A strip of land 50 feet in width being 25 feet in width on each side of and parallel with and adjacent to the center line of United Railways Co. Tract across part of the Northeast quarter of the Northeast quarter of Section 33 and part of the Southwest quarter of the Southwest quarter of Section 28, Township 2 North, Range 1 West, ALSO a strip 47-1/2 feet in width being 25 feet in width on the Easterly side and 22-1/2 feet in width on the Westerly side of and parallel with and adjacent to the said center line across the Northwest quarter of the Northeast quarter of Section 33, said center line of tract (now abandoned) being described as follows:

Beginning at quarter corner between Sections 33 and 34, Township 2 North, Range 1 West; thence North along the section line 1310.4 feet to the center line of tract; thence Northwest along said center line 405 feet to the center of W.J. Miller Canyon in the Northeast quarter of the Northeast quarter of Section 33 for the trye point of beginning of tract described; thence continuing Northwest along the said center line of tract 1743.85 feet to the center of Havilik Canyon in the Southwest quarter of the Southeast quarter of Section 28, above being vacated right of way of United Railways Co. as described in Book 630 page 349, Deed Records; EXCEPT the portion in roads, in the name of Cecil J. Miller as to an undivided 1/3 interest and in the name of Cecil J. Miller and Alberta E. Miller as to a 3/2 interest.

PARCEL 3: The following described property in the County of Multnomah and State of Oregon:

All that piece or parcel of land lying and being in Section 28, Township 2 North, Range 1 West of the Willamette Meridian, which was conveyed by Verlin Ennis and Ellen E. Ennis to Mamie C. Miller by deed dated November 19, 1898, recorded November 26, 1898 in page 186 in Volume 253, Records of Deeds for Multnomah County, Oregon, described as follows:

Commencing at a point on the Section line between Sections 28 and 33, Township 2 North, Range 1 West of the Willamette

Meridian where the same is intersected by the West boundary line of the Portland and St. Helens County Road, running thence in a Northerly direction along the West boundary line of said County Road 222 feet to South Margin of a ravine thence in a Southwesterly course along the South margin of said ravine 315 feet to the dividing line between Section 28 and 33, Township and range aforesaid; thence East along said dividing line between said Sections 28 and 33 to the place of beginning.

Mathews/Bernet deed
 October 30, 1985
 Description - Page 2 of 4

Recorded by
 Ticor Title
 Insurance Company

SUBJECT TO:

1. Parcel I is classified as forest lands.
2. Easement for anchor and guy lines as granted by instrument from Mamie C. Miller to The Pacific Telephone and Telephone Company, dated June 16, 1921, recorded June 23, 1921 in Book 851 page 181, Deed Records.
3. Transmission Line Easement from Cecil J. and Alberta E. Miller, husband and wife to United States of America, recorded December 2, 1941 in Book 578 page 82, Deed Records.
4. Easement from Cecil J. and Alberta E. Miller, husband and wife to United States of America, recorded December 2, 1940 in Book 578 page 91, Deed Records.
5. The rights of the public in and to that portion thereof, included in Newberry Road, also known as County Road #325.
6. Easement for utilities as reserved in deed from United Railways Company, an Oregon corporation, to Cecil J. Miller, William F. Miller and Raymond H. Miller, their heirs, recorded February 23, 1940 in Book 536 page 59, Deed Records. (Affects the portion former United Railway right of way)
7. A permanent easement and right of way approximately 14 feet in width, with such additional widths as are necessary to provide for cuts, fills and turnouts and for curves at the angle points, all over and across a portion of the of the herein described premises, Multnomah County, Oregon, excepting the Johns-Astoria 100 foot transmission line right of way, shown on right of way map, recorded June 2, 1958 in Book 1900 page 202, Deed Records.
8. Boundary Line Agreement, including the terms and provisions thereof, between Alberta E. Miller, an unmarried woman; and Norma R. McKinnell and Ralph D. Sonneland, recorded January 26, 1966, in Book 460, page 775, Deed Records. (Said agreement establishes the boundary as NW Newbury Road Road as traveled)
9. Access restrictions, including the terms and provisions thereof, in deed from Alberta E. Miller, to State of Oregon, by and through its State Highway Commission, dated March 21, 1966, recorded March 23, 1966, in Book 477, page 616, Deed Records. (Affects the former United Railway right of way)
10. Electric transmission line easement, including the terms and provisions thereof, from Alberta E. Miller, to Portland General Electric Company, an Oregon corporation, recorded February 3, 1971, in Book 771, page 285, Deed Records.

Mathews/Bernet Deed Page 3 of 4 October 30, 1985

Recorded By
 The Title
 Insurance Company

BOOK 1862 PAGE 2230

This conveyance is made subject to any taxes, liens or encumbrances of every kind or nature created or existing as against said property by virtue of the acts of the grantee, or his successors in interest, or anyone claiming by, through or under him, subsequent to the 29th day of August, 1985, the date of that certain contract of purchase between the grantor and the grantee herein.

Recorded By
Floor Title
Insurance Company

Mathews/Bernet Deed
October 30, 1985
Page 4 of 4

NOV 5 1985

THIS INSTRUMENT WILL 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 APPROVED USES.

IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE

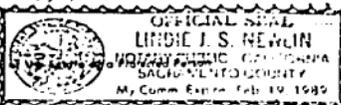
TO HAVE AND TO HOLD the same unto the said second party, and second party's heirs, successors-in-interest and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 58,500.00

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols, if not applicable, should be deleted. See ORS 93.030.)

IN WITNESS WHEREOF, the said first party has executed this instrument; if first party is a corporation, it has caused its corporate name to be signed hereto and its corporate seal affixed by its officers duly authorized thereunto by order of its Board of Directors.

Winona J. Mathews



STATE OF ~~MISSISSIPPI~~ California } ss.
County of Sacramento
October 30, 1985

STATE OF OREGON, County of _____, 19____
Personally appeared _____ and _____

Personally appeared the above named WINONA J. MATHEWS and acknowledged the foregoing instrument to be her voluntary act and deed.

who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of _____, a corporation,

Before me:
(SEAL) Linda J. S. Newlin
Notary Public for ~~MISSISSIPPI~~ California
My commission expires: 2/19/89

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.
Before me:
(SEAL)
(If executed by a corporation, affix corporate seal)

WINONA J. MATHEWS, Conservator

STATE OF OREGON, County of _____ } ss.

GRANTOR'S NAME AND ADDRESS
FRED R. BERNET
51364 Dike Road
Scappoose, Oregon 97056

GRANTEE'S NAME AND ADDRESS
After recording return to:
FRED R. BERNET
51364 Dike Road
Scappoose, Oregon 97056

NAME ADDRESS ZIP
Until a change is requested all tax statements shall be sent to the following address
FRED R. BERNET
51364 Dike Road
Scappoose, Oregon 97056

STATE OF OREGON }
County of _____ }
55 NOV -5 PM 11:02
1862
2231
M. Bernet
2012

Recorded By
Ticor Title
Insurance Company

079499

0A

WARRANTY DEED—STATUTORY FORM
INDIVIDUAL GRANTOR

BOOK 1862 PAGE 2232

541638

Construction FRED R. BERNET, individually and doing business as K.C.B. Grantor,
conveys and warrants to DAVID R. LOONEY and SHAWN S. LOONEY, husband and wife

Grantee, the following described real property free of encumbrances
except as specifically set forth herein situated in Multnomah County, Oregon, to-wit:

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

**to persons or property caused by said water supply line. Said water line shall be
installed in the most direct route and use the least space possible across the
referenced property.

THIS INSTRUMENT WILL 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 APPROVED USES.

IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE

The said property is free from encumbrances except Conditions, Restrictions, Restrictive Covenants
and Easements of record, if any, and reserving to the Grantor, an Easement for the purpose
of installation, maintenance and repair of water supply line. Fred R. Bernet, individually
and dba K.C.B. Construction, his heirs and assigns, accept legal and financial responsibility
for installation, maintenance and repair of said water line as well as for any damages **
The true consideration for this conveyance is \$ 26,000.00.... (Here comply with the requirements of ORS 93.030)

Dated this 30th day of October, 19 85

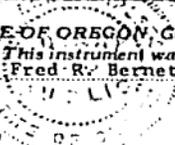


Fred R. Bernet
FRED R. BERNET

STATE OF OREGON, County of Multnomah) ss.

This instrument was acknowledged before me on October 30, 19 85
by Fred R. Bernet

(SEAL)



Edw. Dan Stapleton
Notary Public for Oregon
My commission expires 10/7/88

WARRANTY DEED

Bernet GRANTOR
Looney GRANTEE

GRANTEE'S ADDRESS, ZIP

After recording return to:

David R. Looney
Shawn S. Looney
2525 N. E. Knott St.
Portland, OR 97212

NAME, ADDRESS, ZIP

Until a change is requested, all tax statements
shall be sent to the following address:

David R. Looney
Shawn S. Looney
2525 N. E. Knott St.
Portland, OR 97212

NAME, ADDRESS, ZIP

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of) ss.

I certify that the within instru-
ment was received for record on the
day of 19, at o'clock M., and recorded
in book/reel/volume No. on
page or as fee/file/instru-
ment/microfilm/reception No.
Record of Deeds of said county.

Witness my hand and seal of
County affixed.

NAME TITLE
By Deputy

EXHIBIT "A"

The following described property in the County of Multnomah and State of Oregon:

That part of the Northeast quarter of Section 33, Township 2 North, Range 1 West of the Willamette Meridian, described as follows:

Beginning at a stone monument at road angle four of County Road #325 (said monument being on the Northwesterly side of the road as now traveled); said point being the point of beginning of the parcel conveyed to Willard J. Miller and Ellen L. Miller recorded June 13, 1978 in Book 1271 page 811, Deed Records; thence following the boundary of said Miller Parcel along the Southerly side of a private roadway North 60° 40' West 41.6 feet; thence North 40° 14' West 102.0 feet; thence North 41° 30' West 74.00 feet; thence North 36° 28' West 121.6 feet; thence North 47° 12' West 189.0 feet to a point beyond said private roadway; thence leaving the boundary of the Miller Parcel and continuing along an extension of the last course North 47° 12' West to the Southeasterly side of the plat of Armona; thence North-easterly along said Southeasterly line to the North line of Section 33, Township 2 North, Range 1 West; thence Easterly along the North line of Section 33, Township 2 North, Range 1 West to the Southwesterly line of the St. Helens Road (also known as Lower Columbia River Highway); thence South-easterly along said Southwesterly line to the Northerly line of the Newbury County Road #325; thence Westerly along said Northerly line to the point of beginning; EXCEPTING THERE-FROM the portions conveyed to the United Railways Company by deed recorded June 19, 1913 in Book 630 page 34 of Deed Records, and to the State of Oregon by deed recorded April

541638

Recorded by
Ticor Title
Insurance Company

24, 1934 in Book 238 page 393 of Deed Records, in the name of Cecil J. Miller.

ALSO INCLUDING that portion of the following described property lying Northerly of Newbury Road, and Southerly of Canyon Road in the County of Multnomah and State of Oregon:

A strip of land 50 feet in width being 25 feet in width on each side of and parallel with and adjacent to the center line of United Railways Co. Tract across part of the Northeast quarter of the Northeast quarter of Section 33 and part of the Southwest quarter of the Southwest quarter of Section 28, Township 2 North, Range 1 West, ALSO a strip 47-1/2 feet in width being 25 feet in width on the Easterly side and 22-1/2 feet in width on the Westerly side of and parallel with and adjacent to the said center line across the Northwest quarter of the Northeast quarter of Section 33, said center line of tract (now abandoned) being described as follows:

Beginning at quarter corner between Sections 33 and 34, Township 2 North, Range 1 West, thence North along the section line 1310.4 feet to the center line of tract; thence Northwesterly along said center line 405 feet to the center of W.J. Miller Canyon in the Northeast quarter of the Northeast quarter of Section 33 for the trye point of beginning of tract described; thence continuing Northwesterly along the said center line of tract 1743.85 feet to the center of Havilik Canyon in the Southwest quarter of the Southeast quarter of Section 28, above being vacated right of way of United Railways Co. as described in Book 630 page 349, Deed Records; EXCEPT the portion in roads, in the name of Cecil J. Miller as to an undivided 1/3 interest and in the name of Cecil J. Miller and Alberts E. Miller as to a 2/3 interest.

ALSO INCLUDING the following described property in the County of Multnomah and State of Oregon:

All that piece or parcel of land lying and being in Section 28, Township 2 North, Range 1 West of the Willamette Meridian, which was conveyed by Verlin Ennis and Ellen E. Ennis to Mamie C. Miller by deed dated November 19, 1898, recorded November 26, 1898 in page 186 in Volume 253, Records of Deeds for Multnomah County, Oregon, described as follows:

Commencing at a point on the Section line between Sections 28 and 33, Township 2 North, Range 1 West of the Willamette Meridian where the same is intersected by the West boundary line of the Portland and St. Helens County Road, running

541638

Insured by
Ticor Title
Insurance Company

thence in a Northerly direction along the West boundary line of said County Road 222 feet to South Margin of a ravine thence in a Southwesterly course along the South margin of said ravine 315 feet to the dividing line between Sections 28 and 33, Township and range aforesaid; thence East along said dividing line between said Sections 28 and 33 to the place of beginning.

541638

Insurance Company

079500

STATE OF OREGON }
Multnomah County

I, a Deputy to the Recorder of Conveyances, in and for said County, do hereby certify that the instrument of writing was received for record and recorded in the records of said County

1995 NOV -5 PM 1:02

RECORDING SECTION
MULTNOMAH CO. OREGON

On Page

1862 2232

in Book

Witness my hand and seal of office at said
Recorder of Conveyances

M. Burns
Deputy

17

566291

TICOR TITLE INSURANCE

STATUTORY WARRANTY DEED

FRED R. BERNET, INDIVIDUALLY AND DBA K.C.B. CONSTRUCTION. Grantor,
 conveys and warrants to **BRIAN W. LIGHTCAP AND CHRISTINE A. LIGHTCAP, HUSBAND AND WIFE**
 Grantee, the following described real property free of encumbrances except as specifically set forth herein situated in
MULTNOMAH County, Oregon, to wit:
SEE LEGAL DESCRIPTION ATTACHED

THIS INSTRUMENT WILL 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 APPROVED USES. The said property is free from encumbrances except **DESCRIBED PROPERTY CLASSIFIED AS FOREST LANDS AND SUBJECT TO ADDITIONAL TAXES AND INTEREST; COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, SET BACK LINES, POWERS OF SPECIAL DISTRICTS AND EASEMENTS OF RECORD, IF ANY.**

The true consideration for this conveyance is \$ **65,000.00** (Here comply with the requirements of ORS 93.030)

Dated this **30th** day of **March** 19 **89**

Fred R. Bernet

 FRED R. BERNET

State of Oregon, County of **Multnomah**
 The foregoing instrument was acknowledged before me this
30th day of **March**, 19**89** by
Fred R. Bernet

State of Oregon, County of _____
 The foregoing instrument was acknowledged before me this
 _____ day of _____, 19____ by
 _____ President and
 _____ Secretary of
 _____ a
 _____ corporation.

Betty A. Bond

 Notary Public for Oregon
 My commission expires: **1-24-92**

Notary Public for Oregon
 My commission expires:

WARRANTY DEED
FRED R. BERNET GRANTOR
BRIAN W. LIGHTCAP CHRISTINE A. LIGHTCAP GRANTEE
 Until a change is requested, all tax statements shall be sent to the following address:
BRIAN W. LIGHTCAP
13342 NW NEWBERRY ROAD
PORTLAND, OR 97231
 Escrow No. **566291BB** Title No. **566291**
 After recording return to:
BRIAN W. LIGHTCAP
13342 NW NEWBERRY ROAD
PORTLAND, OR 97231

This Space Reserved for Recorder's Use

Recorded By
 Ticor Title
 Insurance Company

Ticor Form No. 137 Statutory Warranty Deed 8/85

LEGAL DESCRIPTION

BGJK 2191 PAGE 1719

The following described property in the County of Multnomah and State of Oregon:

That part of the Northeast quarter of Section 33, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, bounded on the West by the half section line running North and South through the center of said Section 33, on the Southeasterly and Easterly side by the Newberry County Road #325 on the Northeasterly side by the St. Helens Road, on the North side by the North line of said Section 33, and on the Northwesterly side by the Southeasterly side of the plat of ARMONA; EXCEPTING therefrom the following described property:

Beginning at a stone monument at road angle four of County Road #325 (said monument being on the Northwesterly side of the road as now traveled) and running thence along the Southerly side of a private roadway North 60° 40' West 41.6 feet to a point; thence North 48° 14' West 102.0 feet to a point; thence North 41° 30' West 74.00 feet to a point; thence North 36° 28' West 121.6 feet to a point; thence North 47° 12' West 189.0 feet to a point beyond said private roadway; thence South 33° 43' West 174.8 feet to a point; thence South 14° 33' West 403.0 feet to a point; thence South 12° 30' East 556.5 feet to a point; thence South 87° 30' East 238.8 feet to a point; thence North 51° 40' East 190.3 feet to a point; thence North 0° 23' East 211.3 feet to a point; thence North 9° 50' East 158.8 feet to a point; thence North 4° 28' East 113.8 feet to a point; thence North 18° 11' East 57.3 feet to a point; thence North 0° 11' West 71.0 feet to the point of beginning; FURTHER EXCEPTING that portion described as follows:

Beginning at a stone monument at road angle four of County Road #325 (said monument being on the Northwesterly side of the road as now traveled); said point being the point of beginning of the parcel conveyed to Willard J. Miller and Ellen L. Miller recorded June 17, 1978 in Book 1271 page 811, Deed Records; thence following the boundary of said Miller Parcel along the Southerly side of a private roadway North 60° 40' West 41.6 feet; thence North 48° 14' West 102.0 feet; thence North 41° 30' West 74.00 feet; thence North 36° 28' West 121.6 feet; thence North 47° 12' West 189.0 feet to a point beyond said private roadway; thence leaving the boundary of the Miller Parcel and continuing along an extension of the last course North 47° 12' West to the Southeasterly side of the plat of ARMONA; thence North-

Recorded By
Ticor Title
Insurance Company

easterly along said Southeasterly line to the North line of Section 33, Township 2 North, Range 1 West; thence Easterly along the North line of Section 33, Township 2 North, Range 1 West to the Southwesterly line of the St. Helens Road (also known as Lower Columbia River Highway); thence Southeasterly along said Southwesterly line to the Northerly line of the Newberry County Road #325; thence Westerly along said Northerly line to the point of beginning;

AND FURTHER EXCEPTING the portions conveyed to the United Railways Company by deed recorded June 19, 1913 in Book 630 page 34, Deed Records, and to the State of Oregon, by and through its State Highway Commission, by Deed recorded April 24, 1934 in Book 248 page 393, Deed Records.

Recorded By
Ficor Title
Insurance Company

026397

STATE OF OREGON }
Multnomah County }

I, a Deputy for the Recorder of Conveyances, in and to said County, do hereby certify that the instrument of said County was received for record and recorded as hereinafter stated.

1989 APR -5 PM 3:51

REC'D
MULTNOMAH CO., OREGON

In Book

BOOK 2191 PAGE 1718

On Page

Recorder of Conveyances

M. Walden
Deputy

153

After recording return to:
Paul Norr, Attorney
1020 SW Taylor, # 530
Portland, OR 97205

Send Tax Statement to:
David R. and Shawn S. Looney
2525 NE Knott
Portland, OR 97205

QUITCLAIM DEED

BRIAN W. LIGHTCAP and CHRISTINE A. LIGHTCAP, husband and wife, Grantor, conveys to DAVID R. LOONEY and SHAWN S. LOONEY, husband and wife, Grantee, the following described real property located in the County of Multnomah, State of Oregon:

SEE LEGAL DESCRIPTION IN ATTACHMENT "A" HERETO

The true and actual consideration paid for the transfer of this property is other valuable consideration given, including agreement to the terms of the above referenced property line adjustment.

THIS INSTRUMENT WILL NOT ALLOW THE USE OF THIS PROPERTY IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS DEED, THE PERSON ACQUIRING FEE TITLE TO THIS PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Dated this 30 day of November, 1993.


BRIAN W. LIGHTCAP


CHRISTINE A. LIGHTCAP

STATE OF OREGON)
County of Multnomah) ss.

The foregoing Deed was signed and acknowledged before me this 30 day of November, 1993, by BRIAN W. LIGHTCAP and CHRISTINE A. LIGHTCAP.




Notary Public for Oregon
My commission expires 11/03/96.

ATTACHMENT "A"

LIGHTCAP TO LOONEY

A tract of land situated in the northeast 1/4 of Section 33, Township 2 North, Range 1 West of the Willamette Meridian, Multnomah County, Oregon, said tract being a portion of that property described in deed to Brian Lightcap, recorded March 30, 1989 in Book 2191, Page 1718, and more particularly described as follows:

Commencing at a 5/8 inch iron rod marking the most easterly corner of Lot 17, ARMCNA, a plat of record in said Multnomah County and proceeding thence S.25°32'55"W. along the southeasterly line of said Lot 17, a distance of 74.92 feet to an angle point therein; thence S.63°39'35"E., a distance of 30.00 feet to an angle point in the southeasterly line of Canyon Road as shown on said plat of ARMCNA; thence N.25°32'55"E. along said line of Canyon Road, a distance of 1.02 feet to the Point of Beginning at the Agreement Line between the subject property and the adjoiner to the northeast, said point being witnessed by a 5/8 inch iron rod that bears S.50°12'30"E., a distance of 2.00 feet therefrom; thence continuing N.25°32'55"E. along said Canyon Road, a distance of 34.31 feet to the most northerly corner of said Brian Lightcap tract; thence S.47°11'42"E. along the northeasterly line of said Lightcap tract, a distance of 148.75 feet to the monumented most northerly corner of that tract conveyed Arthur Wagner by deed recorded June 4, 1991 in Book 2556, Page 849; thence S.33°42'43"W. along the northwesterly line of said Wagner tract, a distance of 25.58 feet to a 5/8 inch iron rod set in said Agreement Line; thence N.50°12'30"W., a distance of 142.82 feet to the Point of Beginning, containing 4,253 square feet or 0.100 acre, more or less.

172779

STATE OF OREGON }
Multnomah County

I, a Deputy for the Recorder of Conveyances, in and for
said County, do hereby certify that the within instrument of
writing was received for record and recorded in the record
of said County
93 DEC 16 PM 12:44

RECORDING SECTION
MULTNOMAH CO., OREGON

in Book 2801 PAGE 1161 On Page

Witness my hand and the seal of Office this 16th
day of December 1993
Recorder of Conveyances

C Swick
Deputy

13
20

BE NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



Brian W. Lightcap
13342 NW Newberry Road
Portland, OR 97231

STATE OF OREGON, } ss.
County of _____

Grantor's Name and Address
Andrew B. Lightcap
7416 N. Newman Ave.
Portland, OR 97203

I certify that the within instrument was received for recording on _____ at _____ o'clock _____ M., and recorded in _____

Grantee's Name and Address

Multnomah County Official Records 2011-138576 on
R Weldon, Deputy Clerk

After recording, return to (Name, Address, Zip):
Andrew B. Lightcap
7416 N. Newman Ave.
Portland, OR 97203

Barcode: 00919456201101385760030035 \$46.00 d.
12/09/2011 03:16:36 PM

Until requested otherwise, send all tax statements to (Name, Address, Zip):
Andrew B. Lightcap
7416 N. Newman Ave.
Portland, OR 97203

1R-W DEED Cnt=1 Stn=10 RECCASH1 ty.
\$15.00 \$11.00 \$15.00 \$5.00

WARRANTY DEED

KNOW ALL BY THESE PRESENTS that Brian W. Lightcap hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by Andrew B. Lightcap hereinafter called grantee, does hereby grant, bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Multnomah County, State of Oregon, described as follows, to-wit:

See legal description attached.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.
And grantor hereby covenants to and with grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances ~~except for an exception, see etc~~:

and that grantor will warrant and forever defend the premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 100.00 ~~however, the actual consideration consists of or includes other property or value given or promised which is the whole or part of the (indicate which) consideration.~~ (The sentence between the symbols ~~if not applicable, should be deleted. See ORS 93.030.~~)

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.

In witness whereof, the grantor has executed this instrument on December 9, 2011; if grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

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 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.

Brian W. Lightcap
Brian W. Lightcap

STATE OF OREGON, County of Washington) ss.
This instrument was acknowledged before me on December 9 2011
by Brian W. Lightcap
This instrument was acknowledged before me on _____
by _____
as _____
of _____



Ris Weldon
Notary Public for Oregon
My commission expires 11-13-12

3

LEGAL DESCRIPTION

The following described property in the County of Multnomah and State of Oregon:

That part of the Northeast quarter of Section 33, Township 2 North, Range 1 West of the Willamette Meridian, in the County of Multnomah and State of Oregon, bounded on the West by the half section line running North and South through the center of said Section 33, on the Southeasterly and Easterly side by the Newberry County Road #325 on the Northeasterly side by the St. Helens Road, on the North side by the North line of said Section 33, and on the Northwesterly side by the Southeasterly side of the plat of ARMONA; EXCEPTING therefrom the following described property:

Beginning at a stone monument at road angle four of County Road #325 (said monument being on the Northwesterly side of the road as now traveled) and running thence along the Southerly side of a private roadway North 60° 40' West 41.6 feet to a point; thence North 48° 14' West 102.0 feet to a point; thence North 41° 30' West 74.00 feet to a point; thence North 36° 28' West 121.6 feet to a point; thence North 47° 12' West 189.0 feet to a point beyond said private roadway; thence South 33° 43' West 174.8 feet to a point; thence South 14° 33' West 403.0 feet to a point; thence South 12° 30' East 556.5 feet to a point; thence South 87° 30' East 238.8 feet to a point; thence North 51° 40' East 190.3 feet to a point; thence North 0° 23' East 211.3 feet to a point; thence North 9° 50' East 158.8 feet to a point; thence North 4° 28' East 113.8 feet to a point; thence North 18° 11' East 57.3 feet to a point; thence North 0° 11' West 71.0 feet to the point of beginning; FURTHER EXCEPTING that portion described as follows:

Beginning at a stone monument at road angle four of County Road #325 (said monument being on the Northwesterly side of the road as now traveled); said point being the point of beginning of the parcel conveyed to Willard J. Miller and Ellen L. Miller recorded June 13, 1978 in Book 1271 page 811, Deed Records; thence following the boundary of said Miller Parcel along the Southerly side of a private roadway North 60° 40' West 41.6 feet; thence North 48° 14' West 102.0 feet; thence North 41° 30' West 74.00 feet; thence North 36° 28' West 121.6 feet; thence North 47° 12' West 189.0 feet to a point beyond said private roadway; thence leaving the boundary of the Miller Parcel and continuing along an extension of the last course North 47° 12' West to the Southeasterly side of the plat of ARMONA; thence North-easterly along said Southeasterly line to the North line of Section 33, Township 2 North, Range 1 West; thence Easterly along the North line of Section 33, Township 2 North, Range 1 West to the Southwesterly line of the St. Helens Road (also known as Lower Columbia River Highway); thence South-easterly along said Southwesterly line to the Northerly line of the Newberry County Road #325; thence Westerly along said Northerly line to the point of beginning;

AND FURTHER EXCEPTING the portions conveyed to the United Railways Company by deed recorded June 19, 1913 in Book 630 page 34, Deed Records, and to the State of Oregon, by and through its State Highway Commission, by Deed recorded April 24, 1934 in Book 248 page 393, Deed Records.

CERTIFICATION OF VITAL RECORD

G-5082
I.D. TAG NO.
944
Local File Number

OREGON DEPARTMENT OF HUMAN RESOURCES
HEALTH DIVISION
CENTER FOR HEALTH STATISTICS
CERTIFICATE OF DEATH

136-
State File Number

1. DECEDENT'S NAME First: <u>Christine</u> Middle: <u>Ann</u> Last: <u>LIGHTCAP</u>			2. SEX <u>Female</u>	3. DATE OF DEATH (Month, Day, Year) <u>May 27, 1994</u>
4. SOCIAL SECURITY NUMBER <u>321-36-5299</u>		5a. AGE-Last Birthday (Years) <u>50</u>	5b. Under 1 Year Mos. <u> </u> Days <u> </u> Hours <u> </u> Mins. <u> </u>	6. BIRTHPLACE (City and State or Foreign Country) <u>St. Charles, IL</u>
7. DATE OF BIRTH (Month, Day, Year) <u>February 14, 1944</u>				
8. WAS DECEDENT EVER IN U.S. ARMED FORCES? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
9. PLACE OF DEATH (Check only one) <input type="checkbox"/> HOSPITAL <input type="checkbox"/> Inpatient <input type="checkbox"/> Outpatient <input type="checkbox"/> DCA <input type="checkbox"/> OTHER <input type="checkbox"/> Nursing Home <input type="checkbox"/> Decedent's Home <input checked="" type="checkbox"/> Other (Specify) <u>Road</u>				
10. FACILITY NAME (if not institution, give street and number) <u>One mile north of Germantown Road on Cornelius Pass Road</u>			11. CITY, TOWN, OR LOCATION OF DEATH <u>Portland</u>	12. COUNTY OF DEATH <u>Washington</u>
10a. DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired.) <u>Teacher</u>		10b. KIND OF BUSINESS/INDUSTRY <u>Junior High Education</u>	11. MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify) <u>Married</u>	12. SPOUSE (If Married, Widowed) <u>Brian Lightcap</u>
13a. RESIDENCE - STATE <u>Oregon</u>	13b. COUNTY <u>Multnomah</u>	13c. CITY, TOWN OR LOCATION <u>Portland</u>	13d. STREET AND NUMBER <u>13342 NW Newberry</u>	
14. INSIDE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	15. ZIP CODE <u>97231</u>	14. WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes - If yes, specify Cuban, Mexican, Puerto Rican, etc.) <input type="checkbox"/> No <input type="checkbox"/> Yes	15. RACE American Indian, Black, White, etc. (Specify) <u>White</u>	16. DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (8-12) <u> </u> College (1-4 or 5+) <u>5+</u>
17. FATHER - NAME first middle last <u>Robert Joseph Filip</u>		18. MOTHER - NAME first middle maiden <u>Marcia Johnsen</u>		19. INFORMANT - NAME and relationship to deceased <u>Zachary Lightcap - Son</u>
20a. METHOD OF DISPOSITION <input type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify) <u> </u>		20b. PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) <u>Uniservice Crematory</u>		20c. LOCATION - City or Town, State <u>Portland, OR</u>
21a. SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH <i>Jan R. [Signature]</i>		21b. LICENSE NUMBER (Of Licensee) <u>AF-1307</u>	22. NAME, ADDRESS AND ZIP OF FACILITY <u>Hennessey, Goetsch & McGee Funeral Home 210 NW 17th Ave Portland, OR 97209</u>	
23. DATE FILED (Month, Day, Year) <u>JUN 03 1994</u>		24. REGISTRAR'S SIGNATURE <i>James F. Bennett</i>		
25. DID HOSPITAL REPRESENTATIVE MAKE REQUEST FOR ANATOMICAL GIFT CONSENT? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		26. WAS IT MADE? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		
TO BE COMPLETED BY CERTIFYING PHYSICIAN				
27. TIME OF DEATH <u>M</u> <input type="checkbox"/> Yes <input type="checkbox"/> No		28. WAS MEDICAL EXAMINER NOTIFIED? <input type="checkbox"/> Yes <input type="checkbox"/> No		
29. To the best of my knowledge, death occurred at the time, date, place and due to the cause(s) and manner stated. (Signature) <i>Larry V. Lewman</i>				
30. DATE SIGNED (Month, Day, Year) <u>June 1, 1994</u>				
31. NAME, TITLE, ADDRESS AND ZIP OF CERTIFYING MEDICAL EXAMINER (Type or Print) <u>LARRY V. LEWMAN, M. D., STATE MEDICAL EXAMINER, 301 N. E. KNOTT, PORTLAND, OREGON 97212</u>				
32. NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)				
TO BE COMPLETED ONLY BY MEDICAL EXAMINER				
31a. TIME OF DEATH <u>8:10 P M</u>		31b. DATE PRONOUNCED DEAD (Month, Day, Year, Hour) <u>May 27, 1994 8:10 P M</u>		
32. On the basis of examination and/or investigation, in my opinion death occurred at the time, date, place and due to the cause(s) and manner stated. (Signature) <i>Mary Newman</i>				
33. DATE SIGNED (Month, Day, Year) <u>June 1, 1994</u>				
34. COUNTY <u>STATE OF OREGON</u>				
35. NAME OF ANY WHICH GAVE RISE TO IMMEDIATE CAUSE EXCEPT THE UNDERLYING CAUSE LAST				
36. IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c)) Do not enter mode of dying, e.g. Cardiac or Respiratory Arrest.				
PART I (a) <u>CHEST INJURIES</u>				Interval between onset and death
DUE TO, OR AS A CONSEQUENCE OF:				Interval between onset and death
(b) <u> </u>				Interval between onset and death
DUE TO, OR AS A CONSEQUENCE OF:				Interval between onset and death
(c) <u> </u>				Interval between onset and death
PART II OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not resulting in the underlying cause given in PART I				
37. Did tobacco use contribute to the death? <input type="checkbox"/> Yes <input type="checkbox"/> Probably <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown		38. AUTOPSY <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		39. If yes were findings considered in determining cause of death? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
40. MANNER OF DEATH <input type="checkbox"/> Natural <input type="checkbox"/> Pending Investigation <input checked="" type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide	41a. DATE OF INJURY (Month, Day, Year) <u>May 27, 1994</u>	41b. TIME OF INJURY <u>8:10P M</u>	41c. INJURY AT WORK? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	41d. DESCRIBE HOW INJURY OCCURRED <u>Passenger in two auto crash</u>
41e. PLACE OF INJURY - At home, farm, street, factory, office building etc. (Specify) <u>Road</u>		41f. LOCATION (Street and Number or Rural Route Number, City or Town, State) <u>One mile north of Germantown Road on Cornelius Pass Road, Portland, OR</u>		

ORIGINAL-VITAL STATISTICS COPY

45-2 Rev 11-82

THIS IS A TRUE AND EXACT REPRODUCTION OF THE DOCUMENT OFFICIALLY REGISTERED AT THE OFFICE OF THE WASHINGTON COUNTY REGISTRAR.

DATE ISSUED JUL 15 1994

COUNTY REGISTRAR
WASHINGTON COUNTY, OREGON



Multnomah Assessor
PROPERTY INFORMATION

Owner Name	Property ID #
LIGHTCAP,ANDREW B	R325446
Owner Address	Map Tax Lot #
600 TIPPECANOE CT LAKE OSWEGO, OR 97034-1664	2N1W33A -00600
Situs Address	Neighborhood
NW NEWBERRY RD PORTLAND, OR 97231	R220
Alternate Account Number	Levy Code Area
R971330150	002
Information on Ordering Copies	Portland Maps http://www.portlandmaps.com

Exemption	Expiration Date
(FOU) FOREST UNIT (FAU) FARM UNIT	

Tax Roll Description	Map Number
SECTION 33 2N 1W, TL 600 28.88 ACRES, DEFERRAL- POTENTIAL ADDITIONAL TAX	332N1W 2N1W33A - OLD 00600
	Parcel Property Use
	A - VACANT LAND

Split/Merge Account Message	Split/Merge Account	Acreage
		28.88

Special Account Information	Year Built	Account Status
DEFERRAL - POTENTIAL ADDITIONAL TAX 2016 - (FC) FOREST LAND DEFERRAL 2016 - (FX) FOREST LAND DEFERRAL 2016 - (GE) UNZONED FARM LAND DEFERRAL 2015 - (FC) FOREST LAND DEFERRAL 2015 - (FX) FOREST LAND DEFERRAL 2015 - (GE) UNZONED FARM LAND DEFERRAL 2014 - (FC) FOREST LAND DEFERRAL 2014 - (FX) FOREST LAND DEFERRAL 2014 - (GE) UNZONED FARM LAND DEFERRAL 2013 - (FC) FOREST LAND DEFERRAL 2013 - (FX) FOREST LAND DEFERRAL 2013 - (GE) UNZONED FARM LAND DEFERRAL 2012 - (FC) FOREST LAND DEFERRAL 2012 - (FX) FOREST LAND DEFERRAL 2012 - (GE) UNZONED FARM LAND DEFERRAL 2011 - (FC) FOREST LAND DEFERRAL 2011 - (FX) FOREST LAND DEFERRAL 2011 - (GE) UNZONED FARM LAND DEFERRAL 2010 - (FC) FOREST LAND DEFERRAL 2010 - (FX) FOREST LAND DEFERRAL 2010 - (GE) UNZONED FARM LAND DEFERRAL		

2009 - (FC) FOREST LAND DEFERRAL
 2009 - (FX) FOREST LAND DEFERRAL
 2009 - (GE) UNZONED FARM LAND DEFERRAL
 2008 - (FC) FOREST LAND DEFERRAL
 2008 - (FX) FOREST LAND DEFERRAL
 2008 - (GE) UNZONED FARM LAND DEFERRAL
 2007 - (FC) FOREST LAND DEFERRAL
 2007 - (FX) FOREST LAND DEFERRAL
 2007 - (GE) UNZONED FARM LAND DEFERRAL
 2006 - (FC) FOREST LAND DEFERRAL
 2006 - (FX) FOREST LAND DEFERRAL
 2006 - (GE) UNZONED FARM LAND DEFERRAL
 2005 - (FC) FOREST LAND DEFERRAL
 2005 - (FX) FOREST LAND DEFERRAL
 2005 - (GE) UNZONED FARM LAND DEFERRAL
 2004 - (FC) FOREST LAND DEFERRAL
 2004 - (FX) FOREST LAND DEFERRAL
 2004 - (GE) UNZONED FARM LAND DEFERRAL
 2003 - (FC) FOREST LAND DEFERRAL
 2003 - (FX) FOREST LAND DEFERRAL
 2003 - (GE) UNZONED FARM LAND DEFERRAL
 2002 - (FC) FOREST LAND DEFERRAL
 2002 - (FX) FOREST LAND DEFERRAL
 2001 - (FC) FOREST LAND DEFERRAL
 2001 - (FX) FOREST LAND DEFERRAL
 2000 - (FC) FOREST LAND DEFERRAL
 2000 - (FX) FOREST LAND DEFERRAL
 1999 - (FC) FOREST LAND DEFERRAL
 1999 - (FX) FOREST LAND DEFERRAL

A - Active

Related Accounts	Linked Accounts
------------------	-----------------

R325456, R560835

Deed	Grantor (Seller)	Grantee (Buyer)	Instrument	Date	Consider Amt
WD	LIGHTCAP,BRIAN W	LIGHTCAP,ANDREW B	2011138576	12/09/11	\$0
DECR	LIGHTCAP,BRIAN W &	LIGHTCAP,BRIAN W	2011138576	12/09/11	\$0
WD	BERNET,FRED R DBA ET AL	LIGHTCAP,BRIAN W &	BP21911718	03/01/89	\$65,000

Last Certified Year (2016) Information for R325446

Taxable Assessed Value	Taxable Real Market Value	Land Value	Improvement Value
\$9,820	\$41,690	\$0	\$24,100

Important Information About R325446

If applicable, the described property is receiving special valuation based upon its use. Additional rollback taxes which may become due based on the provisions of the special valuation are not indicated in this listing.

Total Tax Payoff Amount		
Current Year Tax Owed	Interest Date	Total Tax Payoff Amount
\$0.00	06/15/2017	\$0.00

Current Property Tax						
Third	Begin Balance	Amount Paid	Taxes Paid	Interest Paid	Discount	Date Paid
1st	61.88	62.71	61.88	0.83	0.00	11/21/16
2nd	61.88	61.88	61.88	0.00	0.00	11/21/16
3rd	61.88	61.88	61.88	0.00	0.00	11/21/16

Information Subject to Disclaimer - See Home Page

Tax Summary							
Year	Total Levied	Ad Valorem	Special Assessments	Principal	Interest	Date Paid	Total Owed
2016	185.64	149.12	36.52 [509] 36.52	0.00	0.00	11/21/16	0.00
2015	181.35	145.03	36.32 [509] 36.32	0.00	0.00	10/27/15	0.00
2014	172.62	141.99	30.63 [509] 30.63	0.00	0.00	11/14/14	0.00
2013	167.81	138.16	29.65 [509] 29.65	0.00	0.00	11/15/13	0.00

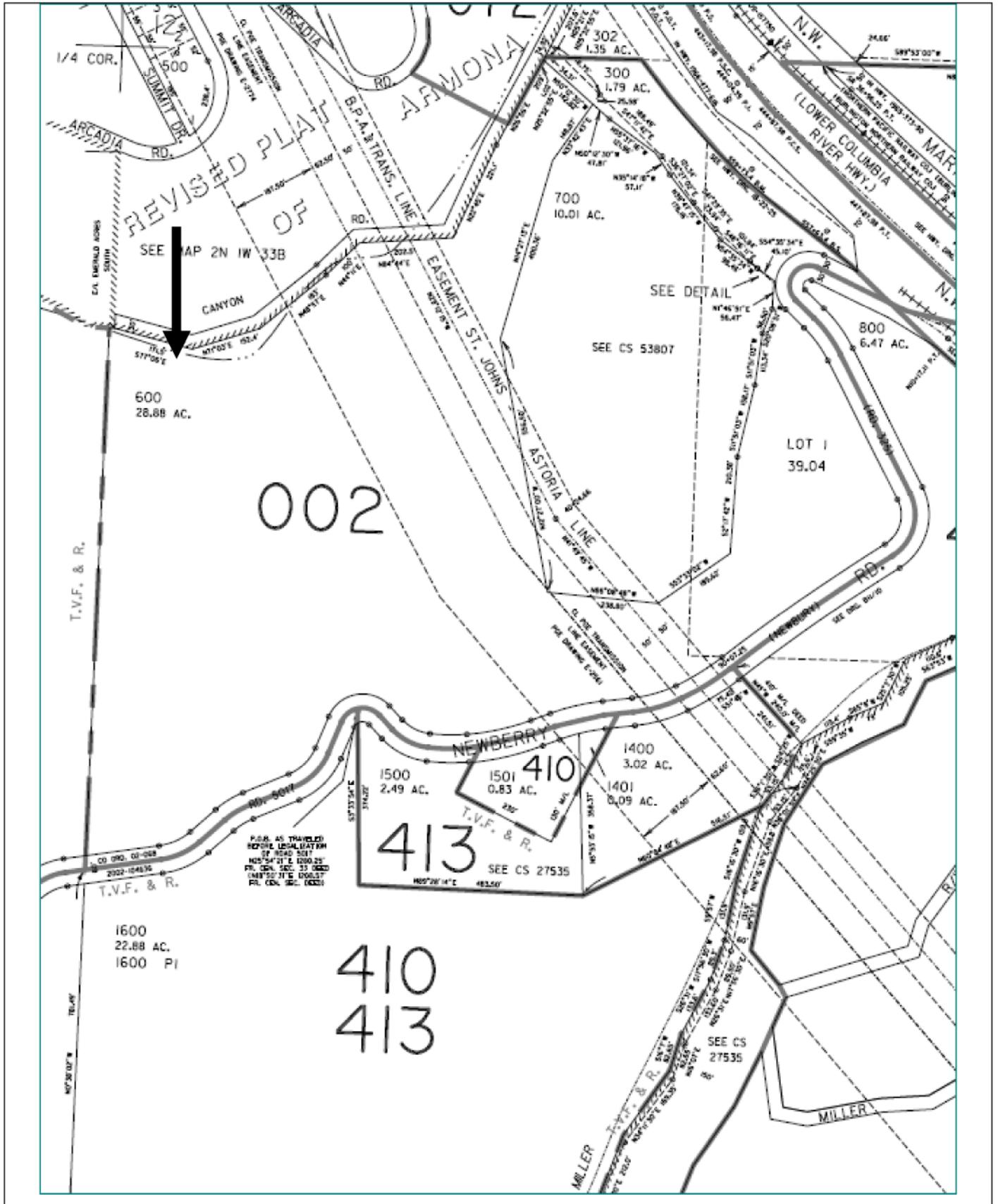
Property Tax History Summary						
Tax Year	Taxes Levied	Total Paid	Taxes Paid	Interest Paid	Date Paid	Total Owed
2016	185.64	186.47	185.64	0.83	11/21/16	0.00
2015	181.35	175.91	175.91	0.00	10/27/15	0.00
2014	172.62	167.44	167.44	0.00	11/14/14	0.00
2013	167.81	162.78	162.78	0.00	11/15/13	0.00

Assessment History						
Year	Improvements	Land	Special Mkt/Use	RMV	Exemptions	Assessed
2016	\$24,100	\$0	\$361,400 / \$9,820	\$41,690	FOU ; FAU	\$9,820
2015	\$21,470	\$0	\$328,250 / \$9,530	\$38,040	FOU ; FAU	\$9,530
2014	\$17,410	\$0	\$301,890 / \$9,250	\$32,810	FOU ; FAU	\$9,250
2013	\$16,710	\$0	\$339,500 / \$8,980	\$31,800	FOU ; FAU	\$8,980
2012	\$16,190	\$0	\$339,500 / \$8,720	\$30,640	FOU ; FAU	\$8,720
2011	\$0	\$0	\$217,130 / \$8,470	\$13,970	FOU ; FAU ; FOU	\$8,470
2010	\$0	\$0	\$217,130 / \$8,220	\$13,900	FOU ; FAU ; FOU	\$8,220
2009	\$0	\$0	\$217,130 / \$7,980	\$13,370	FOU ; FAU ; FOU	\$7,980

2008	\$0	\$0	\$0 / \$7,750	\$12,710		\$7,750
2007	\$0	\$0	\$0 / \$7,550	\$11,230		\$7,550
2006	\$0	\$0	\$0 / \$7,310	\$9,800		\$7,310
2005	\$0	\$0	\$0 / \$7,100	\$8,570		\$7,100
2004	\$0	\$0	\$0 / \$6,890	\$8,180		\$6,890
2003	\$0	\$0	\$0 / \$2,540	\$2,690		\$2,540
2002	\$0	\$48,020	\$0 / \$1,740	\$49,990		\$36,770
2001	\$0	\$46,170	\$0 / \$1,700	\$48,180		\$35,710
2000	\$0	\$44,390	\$1,960 / \$1,660	\$46,050		\$34,680
1999	\$0	\$43,100	\$1,960 / \$1,620	\$44,720		\$33,680
1998	\$0	\$39,900	\$1,960 / \$1,580	\$41,480		\$32,710
1997	\$0	\$39,900	\$1,900 / \$1,540	\$41,440		\$31,760
1996	\$0	\$35,300	\$1,720 / \$1,720	\$37,020		\$37,020
1995	\$0	\$33,570	\$1,720 / \$1,720	\$35,290		\$35,290

2017 Land Information (Unedited and Uncertified)			
ID	Type	Acres	Sq Ft
L1	GE - NONEFU CLS 5, DRY [UNZONED FARM LAND DEFERRAL]	4.48	
L2	FX - ZN A, CL X [FOREST LAND DEFERRAL]	4.40	
L3	FC - ZN A, CL C [FOREST LAND DEFERRAL]	20.00	

2017 Improvement Information (Unedited and Uncertified)				
ID	Type	Class	Area	Year Built Actual/Effective
1	(OTH) OTHER MISC IMPS	A		
1.1	(FRM) FARM BLDG	3.0	2475	
1.2	(FRM) FARM BLDG	3.0	120	



THIS MAP IS MADE SOLELY FOR THE PURPOSE OF ASSISTING IN LOCATING SAID PREMISES, AND THE COMPANY ASSUMES NO LIABILITY FOR VARIATIONS, IF ANY, IN DIMENSIONS, AREAS, AND LOCATIONS AS CERTAINED BY ACTUAL SURVEY.

