LawyersTitle

# PLANT RECORDS REPORT Report of Requested Information from Title Plant Records 

Querin Law, LLC
150 SW Harrison St, Suite 50
Portland, OR 97201

| Customer Ref.: |  |
| :--- | :--- |
| Order No.: | 141901048 K |
| Effective Date: | August 27, 2019 at 08:00 AM |
| Fee(s): | $\$ 450.00$ |

The information contained in this report is furnished by Lawyers Title of Oregon, LLC (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. THIS REPORT ("THE REPORT") IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT

## County and Time Period

This report is based on a search of the Company's title plant records for County of Multnomah, State of Oregon, for the time period from May 20, 1897 through August 27, 2019 (with the through date being "the Effective Date").

## Ownership and Property Description

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

Owner. The apparent vested owner of the Property is:
James L. Smith, as to an undivided one-half interest, and Sheryl I. Anderson, Trustee of the Anderson Livivng Trust, dated May 3, 2010, and any amendments thereto, as to an undivided one-half interest, as to Parcel 1; McQuinn Family Pioneer Cemetery Association, Inc., and the Heirs at Law and/or Devisees of Alexander McQuinn and Rebecca McQuinn, as their interests may appear, as to Parcel 2

Premises. The Property is:
(a) Street Address:

2N1W06A00100 and 2N1W06A00200, Portland, OR 97231
(b) Legal Description:

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

Encumbrances
[If no information appears in this section, the section is intentionally omitted.]
General Index Liens against Named Party

Title Plant Records Report
(Ver. 20161024)

## [If no information appears in this section, the section is intentionally omitted.]

## Recorded Documents

For the above stated county and time period, the Company reports the following types of recordings that relate to the Property:
a. Types of recordings: Deeds, Contracts and Easements
b. List of recordings: 1. Warranty Deed

Grantor: Joseph A. Sunderland and Susan Sunderland
Grantee: Alexander Lumsden
Recording Date:May 20, 1897
Recording No: Book 242, Page 115
(Parcels 1 and 2 and balance of Alexander McQuinn Donation Land Claim, excepting "one acre of land now in use for the purpose of a Cemetery Tract")
2. Deed

Grantor: Alexander Lumsden and Lucy A. Lumsden
Grantee: Martha M. White
Recording Date:June 1, 1897
Recording No: Book 243, Page 124
(Most of the Alexander McQuinn Donation Land Claim. Excepted property not legible but does not appear to include Parcel 1 or 2)
3. Quitclaim Deed

Grantor: Martha M. White
Grantee: Alexander A. Lumsden and Lucy A. Lumsden
Recording Date:June 1, 1901
Recording No: Book 278, Page 429
(All of Alexander McQuinn Donation Land Claim, except 1 acre cemetery tract, and other property)
4. Deed

Grantor: The Lumsden Estate, a corporation, et al Grantee: Lucy Mabel Reeder
Recording Date:December 8, 1919
Recording No: Fee Number 193329
(An undivided one-half interest in the entire McQuinn Donation Land Claim, except the one acre cemetery tract)
5. Deed

Grantor: The Lumsden Estate, a corporation, et al
Grantee: Alexander K. Lumsden
Recording Date:December 18, 1919
Recording No: Fee Number 194022
(An undivided one-half interest in the entire McQuinn Donation Land Claim, except the one acre cemetery tract)

Title Plant Records Report
(Ver. 20161024)
6. Quitclaim Deed

Grantor: Lucy Mabel Reeder and J.S. Reeder
Grantee: Alexander K. Lumsden
Recording Date:February 23, 1926
Recording No: Fee Number 8934
(Parcel 1 and other property - Metes and bounds description for excepted cemetery parcel included)
7. Deed

Grantor: Alexander H. Lumsden and Madeline Lumsden
Grantee: W.O. Eberhart
Recording Date:February 23, 1926
Recording No: Fee Number 10024
8. Deed

Grantor: W.O. Eberhart
Grantee: M.O. Rynerson
Recording Date:May 13, 1926
Recording No: Fee Number 23518

## 9. Warranty Deed

Grantor: M.O. Rynerson
Grantee: James L. Smith and Nellie Vosper Smith
Recording Date:March 6, 1937
Recording No: Book 380, Page 527
(Parcel 1 and other property, excepting "one acre tract used as a grave-yard)
10. Warranty Deed

Grantor: Nellie Vosper Smith, widow of James L. Smith, deceased
Grantee: James Leonard Smith
Recording Date:July 27, 1940
Recording No: Book 560, Page 54
(Parcel 1 and other property - excepts "one acre tract used as a grave-yard")
11. Probate 79010, Estate of James Leonard Smith, deceased, filed June 27, 1957. Wife: Reonne B. Smith. Children: James L. Smith and Sheryl Smith.

## 12. Deed

Grantor: Reonne B. Smith
Grantee: James L. Smith, as to an undivided one-half interest, and Sheryl
Anderson, as to an undivided one-half interest
Recording Date:March 2, 1965
Recording No: Book 241, Page 24
(Parcels 1 and 2 - no exception for cemetery/graveyard)

## 13. Quitclaim Deed

Grantor: Maxine E. Daly, as McQuinn Family Heir Representative (per recorded designations)
Grantee: McQuinn Family Pioneer Cemetery Association, Inc.
Recording Date:July 14, 1986
Recording No: Book 1920, Page 589
(Contains a metes and bounds description for Parcel 2)
14. Easement, Covenants, Conditions and Restrictions, including the terms and provisions thereof,

Executed by: Sheryl Anderson, James L. Smith, and McQuinn Family Pioneer Cemetery Association, Inc.
Recording Date:December 6, 1993
Recording No.: Book 2795, Page 792
15. Bargain and Sale Deed

Grantor: Sheryl Anderson
Grantee: Sheryl I. Anderson, Trustee of the Anderson Living Trust, dated May 3, 2010, and any amendments thereto
Recording Date:July 12, 2010
Recording No: 2010-085555
(Parcel 1)

## End of Reported Information

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

Kevin Kimball<br>503-469-4168<br>FAX 503-469-4199<br>Kevin.Kimball@TitleGroup.FNTG.com<br>Lawyers Title of Oregon, LLC<br>1433 SW 6th Ave.<br>Portland, OR 97201

## EXHIBIT "A"

Legal Description

## PARCEL 1

The following described property in the Northeast quarter of Section 6, Township 2 North, Range 1 West of the Willamette Meridian, Multnomah County, Oregon, described as follows:

Commencing at the Southeast corner of the Alexander McQuinn Donation Land Claim, in Section 5, Township 2 North, Range 1 West of the Willamette Meridian; thence North $77^{\circ}$ West, on the South line of the said McQuinn Donation Land Claim, 975 feet to a point; running thence North 699.6 feet to a point in the center line of County Road No. 1191 (Lucy Reeder Road); thence North $71^{\circ} 40-1 / 2^{\prime}$ West 548.5 feet to a point in the North line of said Lucy Reeder Road, and the true point of beginning of the tract of land herein to be described; thence North $35^{\circ}$ 14-1/2 West 1910.1 feet; thence West 251 feet to a point, said point being the Northeast corner of that tract of land conveyed to Harold B. Koster by deed recorded October 15, 1940, in Book 372, Page 22, Deed Records; thence South, along the East line of said Koster tract, to a point in the North line of said Lucy Reeder Road; thence Southerly, along the North line of said Lucy Reeder Road, to the point of beginning.

EXCEPTING THEREFROM a 1 acre grave lot described as follows:
Commencing at the Southeast corner of the said McQuinn Donation Land Claim; thence North $77^{\circ}$ West, on the South line of said McQuinn Donation Land Claim, 858 feet; thence North $35^{\circ} 14-1 / 2^{\prime}$ West 2679.4 feet; thence South $62^{\circ} 52^{\prime}$ West 79 feet to the East corner of said grave lot; running thence South $42^{\circ}$ West 208.72 feet to the South corner of said grave lot; thence North $47^{\circ} 08^{\prime}$ West 208.72 feet to the West corner of said grave lot; thence North $42^{\circ} 52^{\prime}$ East 208.72 feet to the North corner of said grave lot; thence South $47^{\circ} 52^{\prime}$ East 208.72 feet to the East corner and point of beginning.

## PARCEL 2:

A one acre grave lot in Section 6, Township 2 North, Range 1 West of the Willamette Meridian, Multnomah County, Oregon, described as follows:

Commencing at the Southeast corner of McQuinn Donation Land Claim; thence North $77^{\circ}$ West, on the South line of said Donation Land Claim, 858 feet; thence North $35^{\circ} 14-1 / 2$ West 2679.4 feet; thence South $42^{\circ} 52^{\prime}$ West 79 feet to the East corner of said grave lot; thence South $42^{\circ} 52^{\prime}$ West 208.72 feet to the Southeast corner of said grave lot; thence North $47^{\circ} 08^{\prime}$ West 208.72 feet to the West corner of said grave lot; thence North $42^{\circ} 52^{\prime}$ East 208.72 feet to the North corner of said grave lot; thence South $47^{\circ} 52^{\prime}$ East 208.72 feet to the East corner and point of beginning.

TOGETHER WITH an easement for ingress and egress as set forth in instrument recorded December 6, 1993, Book 2795, Page 792.

## LIMITATIONS OF LIABILITY

"CUSTOMER" REFERS TO THE RECIPIENT OF THIS REPORT.
CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REQUESTED REPORT, HEREIN "THE REPORT." CUSTOMER RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. therefore, customer understands that the company is not willing to proceed in the PREPARATION AND ISSUANCE OF THE REPORT UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. CUSTOMER AGREES WITH THE PROPRIETY OF SUCH LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THE LIMITATIONS ARE AS FOLLOWS AND THE LIMITATIONS WILL SURVIVE THE CONTRACT:
ONLY MATTERS IDENTIFIED IN THIS REPORT AS THE SUBJECT OF THE REPORT ARE WITHIN ITS SCOPE. ALL OTHER MATTERS ARE OUTSIDE THE SCOPE OF THE REPORT.

CUSTOMER AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THE REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE OR ANY OTHER THEORY OF RECOVERY, OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT OR ANY OF THE MATERIALS CONTAINED THEREIN OR PRODUCED, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY AND ITS AGENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS SHALL NOT IN ANY EVENT EXCEED THE COMPANY'S TOTAL FEE FOR THE REPORT.

CUSTOMER AGREES THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE THE CUSTOMER IS PAYING, WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO THE CUSTOMER WITHOUT SAID TERM. CUSTOMER RECOGNIZES THAT THE COMPANY WOULD NOT ISSUE THE REPORT BUT FOR THIS CUSTOMER AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THE REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THE REPORT.
THE REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. THE REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THE REPORT IS NOT TO be relied upon as a representation of the status of title to the property. the COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTY AS TO THE REPORT, ASSUMES NO DUTIES TO CUSTOMER, DOES NOT INTEND FOR CUSTOMER TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THE REPORT OR OTHERWISE.

IF CUSTOMER (A) HAS OR WILL HAVE AN INSURABLE INTEREST IN THE SUBJECT REAL PROPERTY, (B) DOES NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND (C) DESIRES THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, THEN CUSTOMER MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. CUSTOMER EXPRESSLY AGREES AND ACKNOWLEDGES IT HAS AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCT OR SERVICE PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

CUSTOMER AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, AND ALL OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSE WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

END OF THE LIMITATIONS OF LIABILITY

