



**OWNERSHIP AND ENCUMBRANCES REPORT WITH GENERAL INDEX LIENS**  
Informational Report of Ownership and Monetary and Non-Monetary Encumbrances

To ("Customer"): City of Lincoln City, Urban Renewal Agency  
801 SW Hwy 101, PO Box 50  
Lincoln City, OR 97367

Customer Ref.: \_\_\_\_\_  
Order No.: WT0140832  
Effective Date: April 25, 2017 at 05:00 PM  
Charge: \$200.00 OAE Report + \$100 Additional Work Charge

The information contained in this report is furnished by Western Title & Escrow Company (the "Company") as a real property information service based on the records and indices maintained by the Company for the county identified below. THIS IS NOT TITLE INSURANCE OR A PRELIMINARY TITLE REPORT FOR, OR COMMITMENT FOR, TITLE INSURANCE. No examination has been made of the title to the herein described property, other than as specifically set forth herein. Liability for any loss arising from errors and/or omissions is limited to the lesser of the charge or the actual loss, and the Company will have no greater liability by reason of this report. THIS REPORT IS SUBJECT TO THE LIMITATIONS OF LIABILITY STATED BELOW, WHICH LIMITATIONS OF LIABILITY ARE A PART OF THIS REPORT.

**THIS REPORT INCLUDES MONETARY AND NON-MONETARY ENCUMBRANCES.**

**Part One - Ownership and Property Description**

**Owner.** The apparent vested owner of property ("the Property") as of the Effective Date is:

Urban Renewal Agency of the City of Lincoln City, Oregon

**Premises.** The Property is:

**(a) Street Address:**

APN/Parcel ID(s) R306962, R309332, R311656 and R207802 as well as Tax/Map ID(s) 07-11-34-BA-00100, 07-11-34-BA-00200, 07-11-34-BA-00300 and 07-11-34-AB-04600

**(b) Legal Description:**

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

*rec'd 7/14/17*

**Part Two - Encumbrances**

**Encumbrances.** As of the Effective Date, the Property appears subject to the following monetary and non-monetary encumbrances of record, not necessarily listed in order of priority, including liens specific to the subject property and general index liens (liens that are not property specific but affect any real property of the named person in the same county):

**EXCEPTIONS**

1. The subject property is under public, charitable, fraternal, or religious organization ownership and is exempt from ad valorem taxation. Any change in ownership prior to delivery of the assessment roll may result in tax liability.

Tax Account No.: R306962, R309332, R311656, R207802

2. City Liens, if any, in favor of the City of Lincoln City.
3. Regulations, levies, liens, assessments, rights of way and easements of Devils Lake Water Improvement District.
4. Deed restriction limiting conveyance and encumbrance of property, as reserved in deed

From: Effie M. Robinson  
To: Clarence E. James and Dorothy A. James, husband and wife  
Dated on: January 7, 1964  
Recorded on: September 21, 1964

Affects: Book 248 of Deeds, at page 138, Lincoln County Records  
Said restriction is for no building be erected nearer than: (1) 10 feet from the North edge of the existing sidewalk which lies at the South line of said Lot 10, and (2) nearer than 6 feet to the East line of the above described parcels.

5. Subject property is either situated within the urban renewal boundaries or within the shared area of the Year 2000 Development Plan, Lincoln City, Oregon, and is subject to the terms and provisions thereof, as outlined by instrument,

Recorded: March 20, 1989  
Document No.: Book 202, Page 1261, Lincoln County Records  
Amended by instrument,  
Recorded: December 8, 1989  
Document No.: Book 211, Page 1675, Lincoln County Records  
Amended by instrument,  
Recorded: September 25, 2014  
Document No.: 2014-08573, Lincoln County Records  
Amended by instrument,  
Recorded: April 23, 2015  
Document No.: 2015-03700, Lincoln County Records

6. Rights of the public to any portion of the Land lying within the area commonly known as public roads, streets or highways.

7. An unrecorded lease with certain terms, covenants, conditions and provisions set forth therein as disclosed by the document

Entitled: Subordination and Attornment Agreement  
Lessor: Dalton D. Hershey and Sylvia K. Hershey  
Lessee: Oregon Care, Incorporated  
Recording Date: July 18, 1989  
Recording No: Book 206, Page 1393

Western Title & Escrow Company  
Order No. WT0140832

8. Ordinance No. 2000-08, including the terms and provisions thereof  
Recording Date: November 15, 2000  
Recording No.: Book 411, Page 241
9. Ordinance 2000-09, including the terms and provisions thereof  
Recording Date: November 15, 2000  
Recording No.: Book 411, Page 254

**End of Reported Information**

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

Anya Kirkes  
541-574-1511  
akirkes@westerntitle.com

Western Title & Escrow Company  
255 SW Coast Highway, Suite 100  
Newport, OR 97365

**EXHIBIT "A"**  
Legal Description

PARCEL I

A tract of land situated in Sections 27 and 34, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, as described as follows:

Beginning at a point 112 feet South from the quarter corner between said Sections 27 and 34; thence North 209 feet; thence West 209 feet; thence South 209 feet; thence East 290 feet to the point of beginning.

EXCEPTING THEREFROM any portion lying Northerly of the South right of way line of South 50th Street.

PARCEL II

That part of Government Lot 1, in Section 34, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, as described as follows:

Beginning at the Southeast corner of the premises conveyed by Charles W. Morgan et ux to Charles V. Hickling et ux by deed recorded April 4, 1945 in Book 103, Page 398, Deed Records, said point being 112 feet South of the Northeast corner of said Government Lot 1; thence South along the East line of said Government Lot 1 to the North line of Block 6, TAFT; thence West along the North line of said Block 6 to the Northwest corner of Lot 10, Block 6, TAFT, said point also being on the East line of the Harold D. Gates et ux tract, described in Warranty Deed recorded May 23, 1963 in Book 234, Page 576, Deed Records and as corrected in Book 235, Page 577, Deed Records; thence North 3° 10' West along the East line of said Gates tract to a point on the South line of the said Hickling premises; thence East along the South line of said Hickling premises to the point of beginning.

EXCEPTING the South 25 feet of the premises hereinabove described.

PARCEL III

A tract of land situated in the Northeast quarter of the Northwest quarter of Section 34, Township 7 South, Range 1 West, Willamette Meridian, in Lincoln County, Oregon, more particularly described as follows:

Beginning at a point that is 112 feet South and 80.4 feet West of the quarter section corner between Sections 27 and 34, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon; thence South 3° 50' East 163.2 feet to the North line of Pacific Avenue; thence South 86° 50' West 111.8 feet along the North line of Pacific Avenue to the centerline of former Edgecliff Street said point also being the Southeast corner of the Don Black et ux tract described in Warranty Deed recorded October 14, 1976 in Volume 69, Page 408, Film Records; thence North 169.74 feet along the East line of said Black tract to an angle point in said Black tract; thence continue along said Black tract West 20 feet to the West line of the tract conveyed to Lincoln County by deed recorded in Book 30, Page 175, Deed Records; thence North 15° 04' 34" West 38.45 feet; thence East 128.6 feet to the point of beginning.

PARCEL IV

That portion of Section 34, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, lying West of the West line of the tracts described in instrument recorded September 21, 1964 in Book 248, Page 138, Deed Records of Lincoln County, Oregon; and North of the Westerly extension of the South line of said tracts, and South of the Westerly extension of the North line of said tracts; and lying Easterly of that tract described in instrument recorded May 23, 1963 in Book 234, Page 576, Deed Records and as corrected in Book 235, Page 577, Deed Records.

PARCEL V

Lot 10, Block 6, TAFT, in Lincoln County, Oregon.

**EXHIBIT "A"**  
Legal Description

PARCEL VI

That portion of Section 34, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, described as follows:

Beginning at the Northwest corner of Lot 10, Block 6, TAFT, thence North along the Northerly prolongation of the West line of said Lot 10, 25 feet; thence East parallel with the Northerly line of said Lot 10 to its intersection with the Northerly prolongation of the East line of said Lot 10; thence Southerly along said prolongation to the Northeast corner of said Lot 10; thence West along the North line of Lot 10 to the point of beginning.

**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.

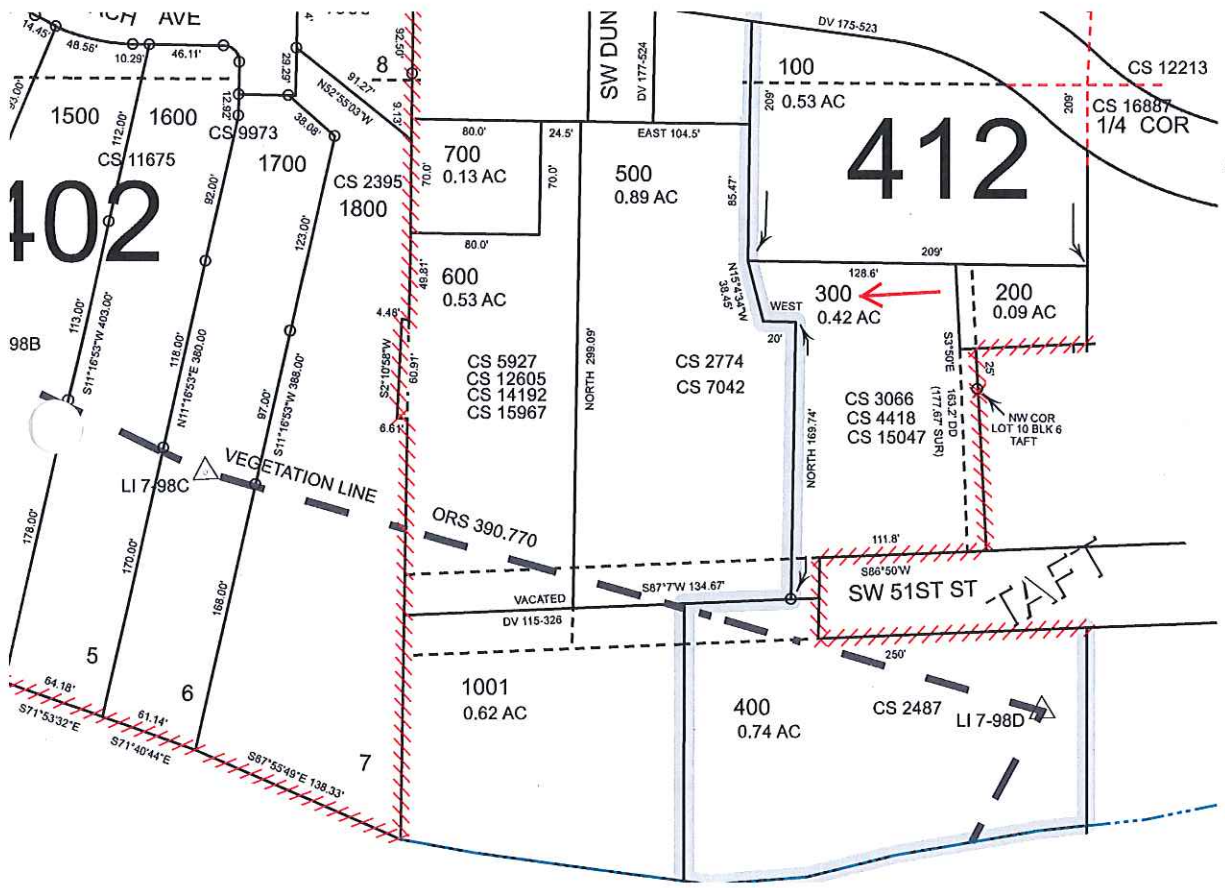
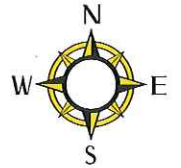
NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THE REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

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

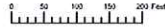






SEE MAP 07 11 34 AB

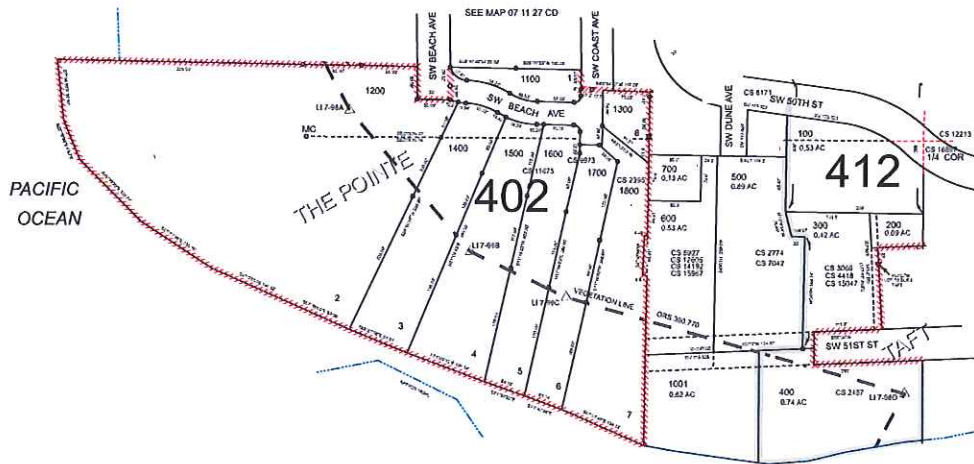
THIS MAP WAS PREPARED FOR  
ASSESSMENT PURPOSE ONLY



N.E. 1/4 N.W. 1/4 SEC. 34 T.7S. R.11W. W.M.  
LINCOLN COUNTY  
1" = 100'

07 11 34 BA  
LINCOLN CITY

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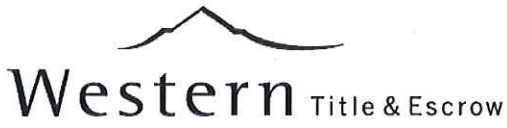
SEE MAP 07 11 34

SILETZ BAY

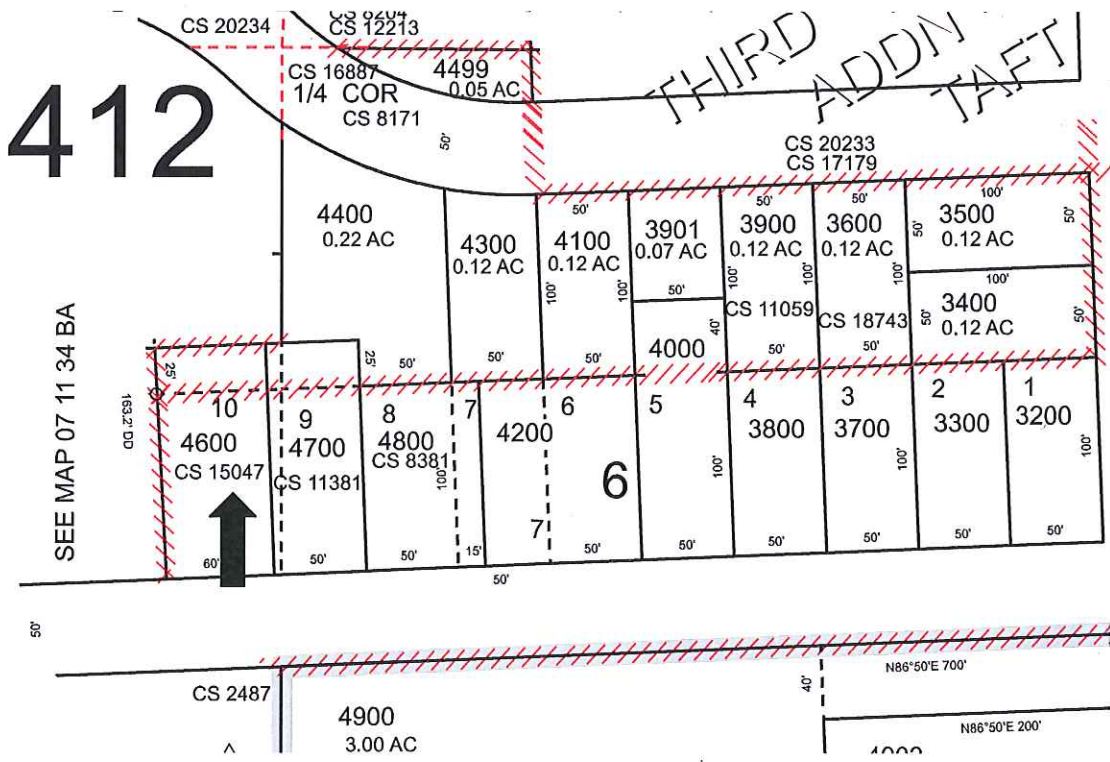
SEE MAP 07 11 34/B

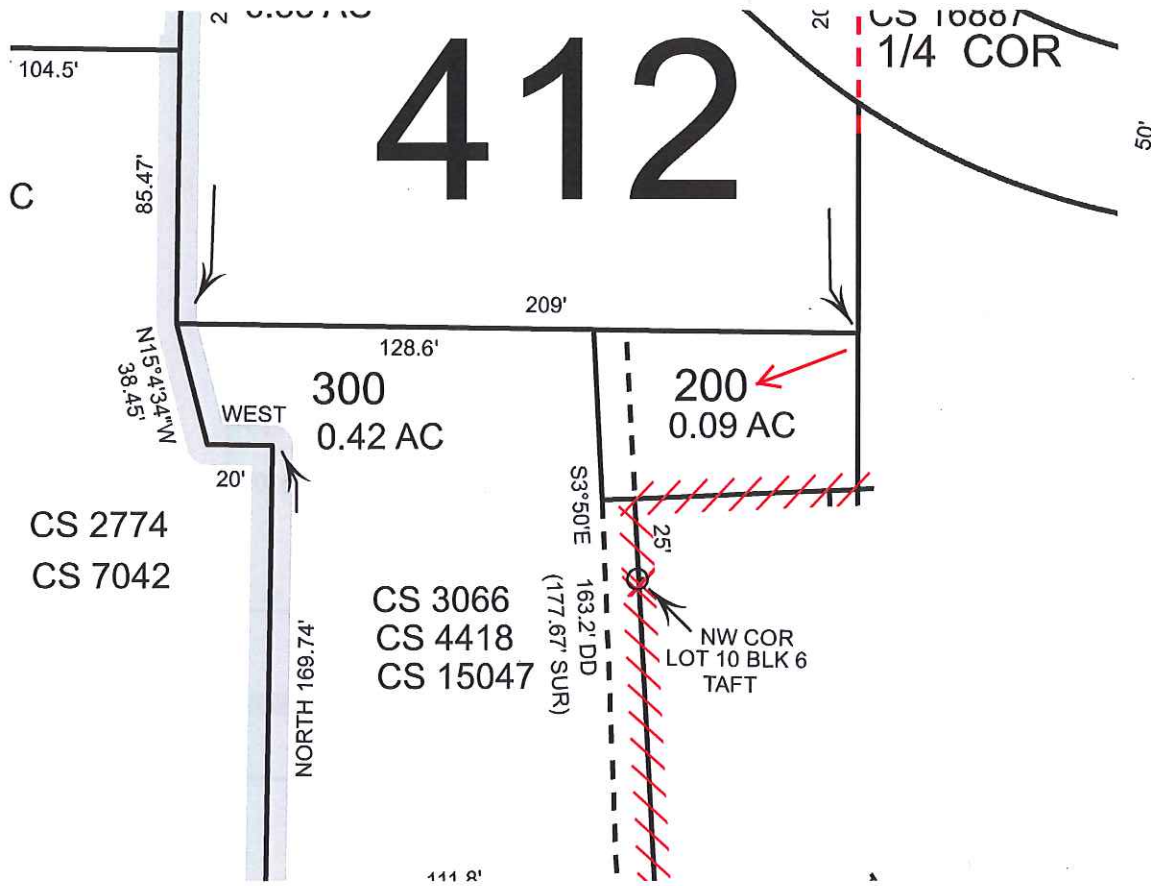
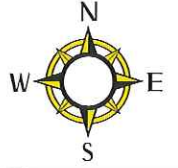
Revised: SAO  
04/29/2013

LINCOLN CITY  
07 11 34 BA



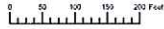
THIS PLAT IS FOR YOUR AID IN LOCATING YOUR LAND WITH REFERENCE TO STREETS AND OTHER PARCELS. WHILE THIS PLAT IS BELIEVED TO BE CORRECT, THIS COMPANY ASSUMES NO LIABILITY FOR ANY LOSS BY REASON OF RELIANCE THEREON.





SEE MAP 07 11 34 AB

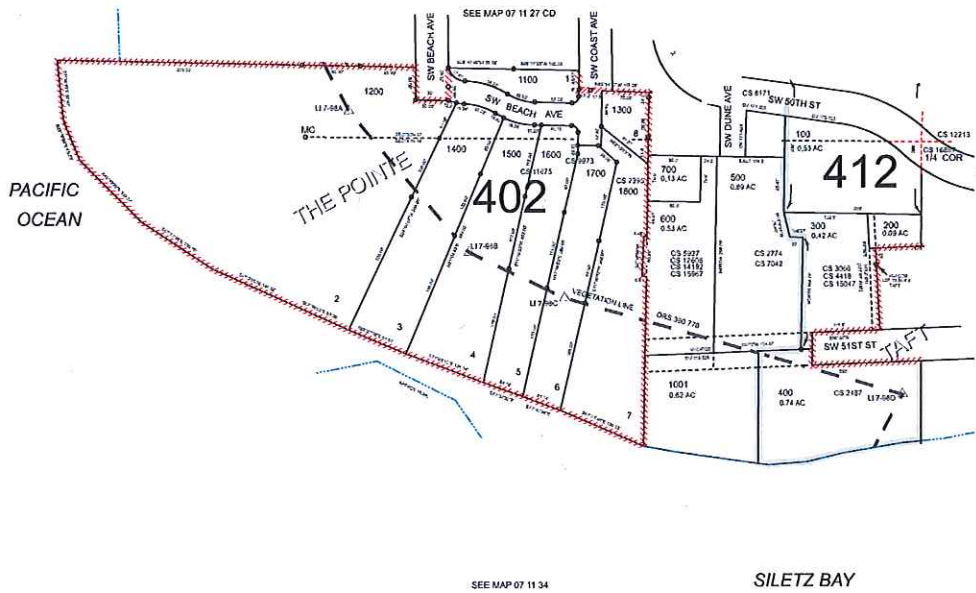
THIS MAP WAS PREPARED FOR  
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N.E. 1/4 N.W. 1/4 SEC. 34 T.7S. R.11W. W.M.  
LINCOLN COUNTY  
1" = 100'

07 11 34 BA  
LINCOLN CITY

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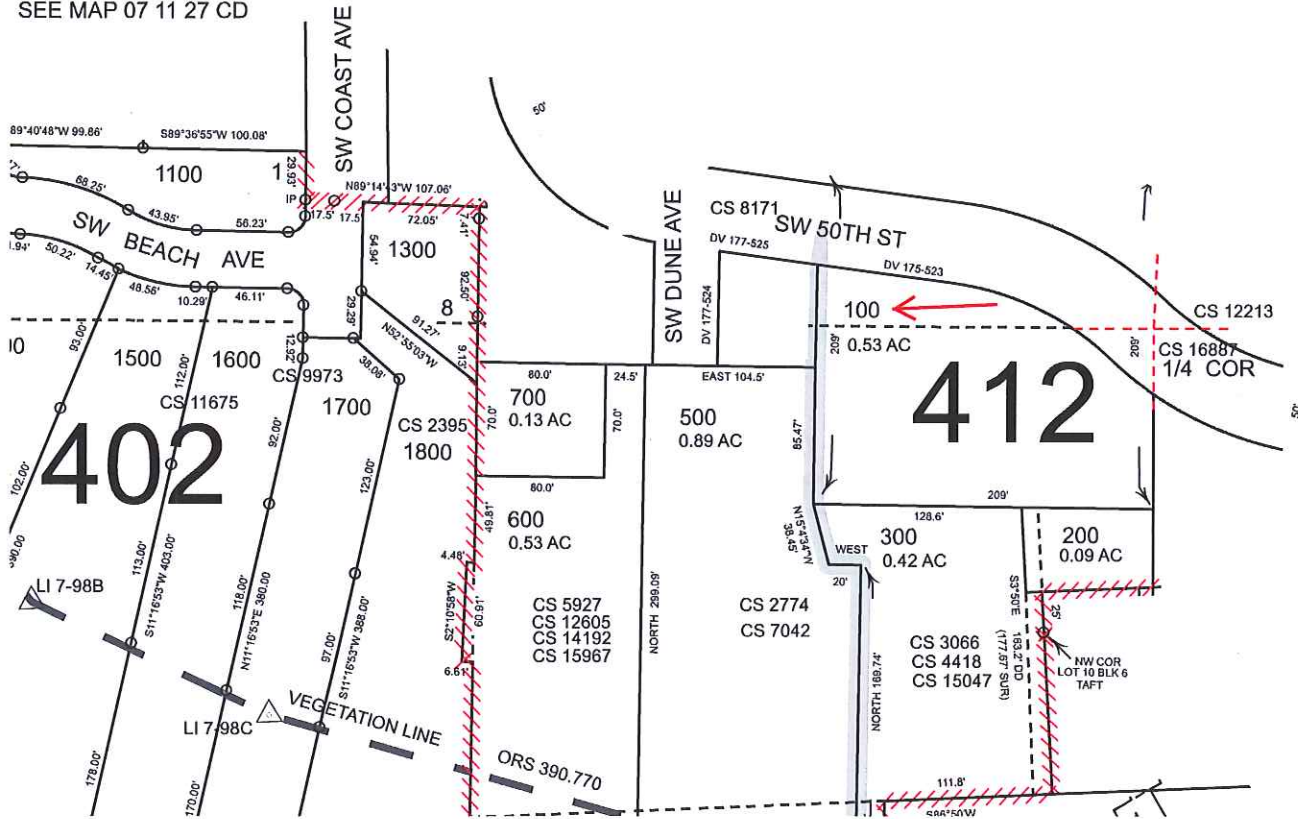


Revised: SAO  
04/29/2013

LINCOLN CITY  
07 11 34 BA



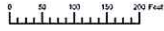
SEE MAP 07 11 27 CD



SEE MAP 07 11 34 AB



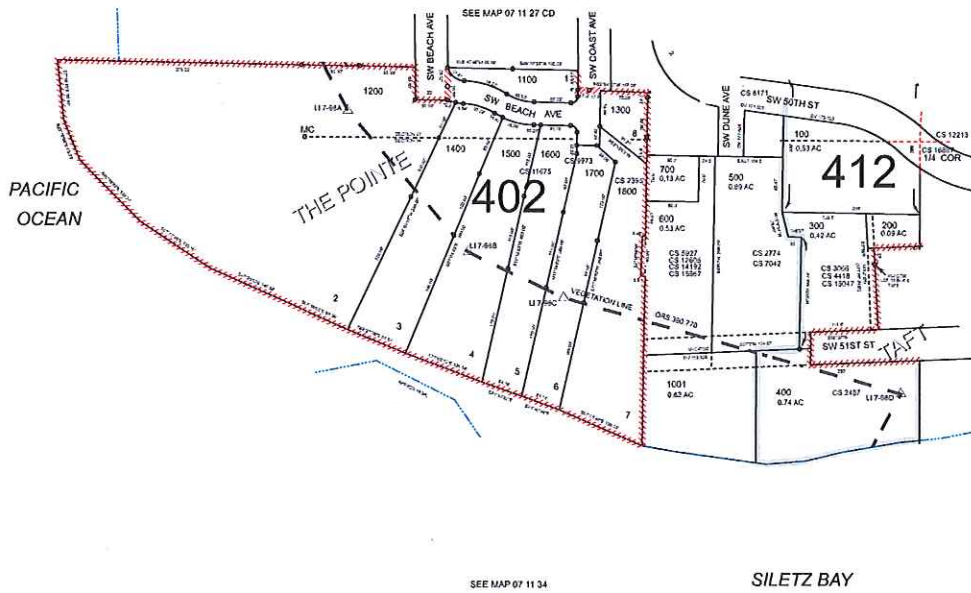
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ASSESSMENT PURPOSE ONLY



N.E. 1/4 N.W. 1/4 SEC. 34 T.7S. R.11W. W.M.  
LINCOLN COUNTY  
1" = 100'

07 11 34 BA  
LINCOLN CITY

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SEE MAP 07 11 34 AB

Revised: SAO  
04/29/2013  
LINCOLN CITY  
07 11 34 BA





SUBORDINATION AND ATTORNMEN T AGREEMENT

WHEREAS, Tenant has entered into a lease originally dated June 22, 1989 between DALTON D. HERSHEY AND SYLVIA K. HERSHEY, as original Lessor, and OREGON CARE, INCORPORATED, as the original Tenant, and whereas DALTON D. HERSHEY AND SYLVIA K. HERSHEY 3/4 the present Lessor and the undersigned is the present Tenant in respect to certain premises located at attached hereto and by this reference made a part hereof: Exhibit "A" the legal description which is

WHEREAS said lease is for a minimum base term of 5 years commencing on June 22, 1989 with respect to all or a portion of said premises.

WHEREAS, SECURITY PACIFIC BANK OREGON, (Lender), as a condition of making a Mortgage or Trust Deed loan on said premises has requested the execution of this Subordination Agreement in order to induce Lender to make said Mortgage or Trust Deed loan upon said premises. The parties herewith covenant and agree:

SUBORDINATION

300  
200  
100  
7-11-84-BA  
#114744  
Vernon County Title & Escrow Co.

(1) Tenant herewith subordinates all of Tenant's rights in the premises and the lease whether direct or indirect and however arising, whether now existing or to arise in the future to any mortgages or trust deeds (herein mortgages), financing statements and related security documents in favor of the Lender, SECURITY PACIFIC BANK OREGON, which said subordination shall be presently effective for all purposes. Said Mortgages are to be recorded in the County in which the said real property or any part thereof is located and if not so recorded then this subordination shall be void.

(2) This subordination is to the effect that even though Tenant's aforesaid rights may have arisen prior to the Mortgages and related security documents held by Lender, that all rights Tenant has in the said lease and the property described therein are inferior and subsequent to the rights of the said Lender each of them and their assigns.

NON-DISTURBANCE AND ATTORNMEN T AGREEMENT

(3) So long as Tenant is not in default (beyond any period given to cure such default) in the performance of the terms, covenants or conditions of Tenant's lease, Lender will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under said lease in the event of default under the Mortgages, the Note secured thereby or any related security documents in favor of Lender and affecting the premises.

(4) Upon Landlord's default under the Note, Mortgage or security instruments, above referenced, and upon Lender taking possession of the leased premises, Tenant agrees to attorn to the Lender their successors and/or assigns and Lender and Tenant agree that all rights and obligations under said lease shall continue, but any rights the Tenant has or may acquire against the Landlord, prior to said default and Lender's possession of the leased premises, for the payment of any rentals or any direct or indirect damages, or other claim against Landlord arising out of the premises or otherwise shall not be enforceable as to the Lender. Nothing contained herein shall operate to waive any of Tenant's future rights under the lease for breaches or deficiencies occurring or continuing beyond a reasonable time after written notice given to Lender subsequent to Lender taking possession of the leased premises. Tenant shall be obligated to give at least ten (10) days written notice to Lender of any default existing on the date Lender takes possession of the leased premises.

(5) Tenant agrees to give Lender true copies of all notices, elections and other papers and documents which are allowed or required pursuant to the terms of Tenant's lease and Lender agrees to give Tenant true copies of all notices, elections and documents allowed or required pursuant to the terms of Lender's said loans and security documents.

IN WITNESS WHEREOF, the parties herewith set their hands and seals on this 17th day of July, 1989.

LENDER:  
SECURITY PACIFIC BANK OREGON  
By: Richard W. Mote  
Richard W. Mote, Vice President

TENANT: OREGON CARE, INCORPORATED  
By: Dalton D. Hershey  
Dalton D. Hershey, President

JUL 18 1989

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named \_\_\_\_\_ known to me to be the identical individual \_\_\_\_\_ described in and who executed the within instrument and acknowledged to me that \_\_\_\_\_ executed the same freely and voluntarily.

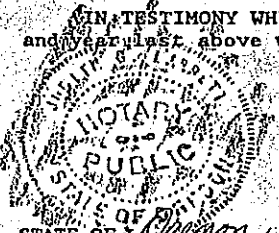
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My Commission expires \_\_\_\_\_

STATE OF OREGON )  
 ) ss.  
COUNTY OF LINCOLN )

On this 17th day of July, 1989, before me appeared Dalton D. Hershey and Sylvia K. Hershey both to me personally known, who being duly sworn, did say that (x)he, the said Dalton D. Hershey is the President, and (s)he, the said Sylvia K. Hershey is the Secretary of Oregon Care, Incorporated the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation by authority of its Board of Directors, and Dalton D. Hershey and Sylvia K. Hershey acknowledged said instrument to be the free act and deed of said Corporation.

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

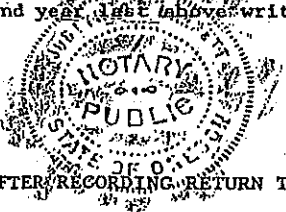


*Judith G. Barrett*  
Judith G. Barrett  
Notary Public for Security Pacific Bank Oregon  
My Commission expires 7-16-91

STATE OF Oregon )  
 ) ss.  
COUNTY OF Lincoln )

On this 17th day of July, 1989, before me appeared Richard W. Mote and JOANNE ECONOMAKI, to me personally known, who being duly sworn, did say that she, the said VICE PRESIDENT of SECURITY PACIFIC BANK OREGON, the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors, and JOANNE ECONOMAKI acknowledged said instrument to be the free act and deed of said Corporation.

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



*Judith G. Barrett*  
Judith G. Barrett  
Notary Public for Security Pacific Bank Oregon  
My Commission expires 7-16-91

AFTER RECORDING, RETURN TO:

Security Pacific Bank Oregon  
P. O. Box 4049  
Portland, Oregon 97208  
Attn: Commercial Loan Closing Dept.

JUL 18 1989

## PARCEL 1:

A tract of land situated in Sections 27 and 34, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, described as follows:

Beginning at a point 112 feet south from the quarter corner between said Sections 27 and 34; thence north 209 feet; thence west 209 feet; thence south 209 feet; thence east 209 feet to the point of beginning.

Excepting therefrom any portion lying northerly of the south right of way line of South 50th Street.

## PARCEL 2

That part of Government Lot 1, in Section 34, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, described as follows:

Beginning at the southeast corner of the premises conveyed by Charles W. Morgan et ux to Charles V. Hickling et ux by deed recorded April 4, 1945 in Book 103, page 398, Deed Records, said point being 112 feet south of the northeast corner of said Government Lot 1; thence south along the east line of said Government Lot 1 to the north line of Block 6, TAFT; thence west along the north line of said Block 6 to the northwest corner of Lot 10, Block 6, TAFT, said point also being on the east line of the Harold D. Gates et ux tract, described in Warranty Deed recorded May 23, 1963 in Book 234, page 576, Deed Records; thence north 3 deg. 10' west along the east line of said Gates tract to a point on the south line of the said Hickling premises; thence east along the south line of said Hickling premises to the point of beginning.

Excepting the south 25 feet of the premises hereinabove described.

## PARCEL 3:

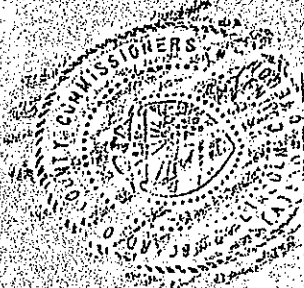
A tract of land situated in the Northeast 1/4 of the Northwest 1/4 of Section 34, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon, more particularly described as follows:

Beginning at a point that is 112 feet south and 80.4 feet west of the quarter section corner between Sections 27 and 34, Township 7 South, Range 11 West, Willamette Meridian, in Lincoln County, Oregon; thence south 3 deg. 50' east 163.2 feet to the north line of Pacific Avenue; thence south 86 deg. 50' west 111.8 feet along the north line of Pacific Avenue to the centerline of former Edgecliff Street (said point also being the southeast corner of the Don Black et ux tract described in Warranty Deed recorded October 14, 1976 in Volume 69, page 408, Film Records; thence north 169.74 feet along the east line of said Black tract; thence west 20 feet to the west line of the tract conveyed to Lincoln County by deed recorded in Book 30, page 175, Deed Records; thence north 15 deg. 04' 34" west 38.45 feet; thence east 128.6 feet to the point of beginning.

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STATE OF OREGON ) ss.  
County of Lincoln

I, Gloria A. McEwen, County Clerk, in and for said county, do hereby certify that the within instrument was received for record, and recorded in the Book of Records of said county at Newport, Oregon.

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WITNESS my hand and seal of said office affixed,  
GLORIA A. McEWEN, County Clerk

By [Signature] Deputy

Doc : 6034120

Rect: 5009

07/18/1989 04:17:40PM

Fee 25.00  
Lot

JUL 18 1989