



Ticor Title Insurance Company

422 N. Roosevelt Drive/PO Box 30, Seaside, OR 97138
(503)738-8433 FAX (503)738-8434

PRELIMINARY REPORT

ESCROW OFFICER: Diane Pike
TITLE OFFICER: Jodi Carlson

ORDER NO.: 360409002234-TTAST09

TO: Ticor Title Insurance Company
Attn: Diane Pike
422 N. Roosevelt Drive/PO Box 30
Seaside, OR 97138

OWNER/SELLER: Eric Olson and Courtney Olson

BUYER/BORROWER: to follow

PROPERTY ADDRESS: 132 Watts Way
Cannon Beach, Oregon 97110

EFFECTIVE DATE: November 4, 2009, 08:00 AM

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

AMOUNT

PREMIUM

2. THE ESTATE OR INTEREST IN THE LAND HEREINAFTER DESCRIBED OR REFERRED TO COVERED BY THIS REPORT IS:

Fee Simple

3. TITLE TO SAID ESTATE OR INTEREST AT THE DATE HEREOF IS VESTED IN:

Eric Olson, an estate in fee simple

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

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

PRELIMINARY REPORT
(Continued)

Order No.: 360409002234-TTAST09

EXHIBIT "ONE"

Lot 2, except the West 5 feet, Block 6, WALDEMERE, in the County of Clatsop, State of Oregon./

AS OF THE DATE OF THIS REPORT, ITEMS TO BE CONSIDERED AND EXCEPTIONS TO COVERAGE IN ADDITION TO THE PRINTED EXCEPTIONS AND EXCLUSIONS IN THE POLICY FORM WOULD BE AS FOLLOWS:

GENERAL EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
3. Easements, or claims of easement, not shown by the Public Records; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
5. Any lien for services, labor or material heretofore or hereafter furnished, or for contributions due to the State of Oregon for unemployment compensation or worker's compensation, imposed by law and not shown by the Public Records.

SPECIFIC ITEMS AND EXCEPTIONS:

6. Property Taxes are as follows:

Fiscal Year: 2009/10
Amount: \$3,453.90, plus interest, if any
Levy Code: 1008
Account No.: ID# 2198
Map No.: 41006CB 3002

7. City Liens, if any, in favor of the City of Cannon Beach.
8. Rights of the public to any portion of the Land lying within the area commonly known as Watts Way.
9. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Theodore Dichter
Purpose: Waterline
Recording Date: June 17, 1959
Recording No: Book 251, page 37

10. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Laverne A. Nohlgren
Purpose: Pipeline
Recording Date: March 27, 1974
Recording No: Book 393, page 814

11. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$434,400.00
Dated: December 17, 2004
Trustor/Grantor: Eric Olson
Trustee: Ticor Title Insurance Company
Beneficiary: Bellevue Home Mortgage Company
Recording Date: December 27, 2004
Recording No: 200415246

An assignment of the beneficial interest under said deed of trust which names:

Assignee: HSBC Mortgage Corporation (USA), a Delaware corporation
Recording Date: December 27, 2004
Recording No: 200415247

12. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$81,450.00
Dated: December 20, 2004
Trustor/Grantor: Eric Olson
Trustee: Ticor Title Insurance Company
Beneficiary: National City Bank
Recording Date: December 27, 2004
Recording No: 200415248

The Deed of Trust set forth above is purported to be a "Credit Line" Deed of Trust. It is a requirement that the Trustor/Grantor of said Deed of Trust provide written authorization to close said credit line account to the Lender when the Deed of Trust is being paid off through the Company or other Settlement/Escrow Agent.

END OF EXCEPTIONS

Note: There are NO conveyances affecting said Land recorded within 24 months of the date of this report.

NOTE: Clatsop County recording charges are \$42.00 for the first page, plus \$5.00 each additional page. Additional fees will be assessed by the County Clerk if a document fails to meet the requirements for recording imposed by ORS Chapter 205. DOCUMENTS IN WHICH REAL PROPERTY IS TRANSFERRED OR CONVEYED MUST HAVE NOTED ON SAID DOCUMENTS THE CLATSOP COUNTY ASSESSOR'S ACCOUNT NUMBER, I.D. NUMBER AND SITUS ADDRESS OF THE SUBJECT PROPERTY. FAILURE TO COMPLY WILL INCUR AN ADDITIONAL \$20.00 RECORDING FEE.

NOTE: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as to the exclusive remedy of the parties.

The following item pertains to Sale transactions only:

NOTE: Effective January 1, 2008, Oregon Law mandates withholding of Oregon income taxes from sellers who are not Oregon Residents or are not going to continue to be Oregon residents after the sale. Unless the seller completes a form qualifying him/her for a lesser amount or an exemption escrow may be required by law to withhold 4% of the sale price and forward it to the Oregon Department of Revenue.

Fidelity National Financial, Inc.
Privacy Statement

Fidelity National Financial, Inc. and its subsidiaries ("FNF") respect the privacy and security of your non-public personal information ("Personal Information") and protecting your Personal Information is one of our top priorities. This Privacy Statement explains FNF's privacy practices, including how we use the Personal Information we receive from you and from other specified sources, and to whom it may be disclosed. FNF follows the privacy practices described in this Privacy Statement and, depending on the business performed, FNF companies may share information as described herein.

Personal Information Collected

We may collect Personal Information about you from the following sources:

- Information we receive from you on applications or other forms, such as your name, address, social security number, tax identification number, asset information, and income information;
- Information we receive from you through our Internet websites, such as your name, address, email address, Internet Protocol address, the website links you used to get to our websites, and your activity while using or reviewing our websites;
- Information about your transactions with or services performed by us, our affiliates, or others, such as information concerning your policy, premiums, payment history, information about your home or other real property, information from lenders and other third parties involved in such transaction, account balances, and credit card information; and
- Information we receive from consumer or other reporting agencies and publicly recorded documents.

Disclosure of Personal Information

We may provide your Personal Information (excluding information we receive from consumer or other credit reporting agencies) to various individuals and companies, as permitted by law, without obtaining your prior authorization. Such laws do not allow consumers to restrict these disclosures. Disclosures may include, without limitation, the following:

- To insurance agents, brokers, representatives, support organizations, or others to provide you with services you have requested, and to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure in connection with an insurance transaction;
- To third-party contractors or service providers for the purpose of determining your eligibility for an insurance benefit or payment and/or providing you with services you have requested;
- To an insurance regulatory authority, or a law enforcement or other governmental authority, in a civil action, in connection with a subpoena or a governmental investigation;
- To companies that perform marketing services on our behalf or to other financial institutions with which we have joint marketing agreements and/or
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose your Personal Information to others when we believe, in good faith, that such disclosure is reasonably necessary to comply with the law or to protect the safety of our customers, employees, or property and/or to comply with a judicial proceeding, court order or legal process.

Disclosure to Affiliated Companies – We are permitted by law to share your name, address and facts about your transaction with other FNF companies, such as insurance companies, agents, and other real estate service providers to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not, however, disclose information we collect from consumer or credit reporting agencies with our affiliates or others without your consent, in conformity with applicable law, unless such disclosure is otherwise permitted by law.

Disclosure to Nonaffiliated Third Parties – We do not disclose Personal Information about our customers or former customers to nonaffiliated third parties, except as outlined herein or as otherwise permitted by law.

Confidentiality and Security of Personal Information

We restrict access to Personal Information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard Personal Information.

Access to Personal Information/

Requests for Correction, Amendment, or Deletion of Personal Information

As required by applicable law, we will afford you the right to access your Personal Information, under certain circumstances to find out to whom your Personal Information has been disclosed, and request correction or deletion of your Personal Information. However, FNF's current policy is to maintain customers' Personal Information for no less than your state's required record retention requirements for the purpose of handling future coverage claims.

For your protection, all requests made under this section must be in writing and must include your notarized signature to establish your identity. Where permitted by law, we may charge a reasonable fee to cover the costs incurred in responding to such requests. Please send requests to:

Chief Privacy Officer
Fidelity National Financial, Inc.
601 Riverside Avenue
Jacksonville, FL 32204

Changes to this Privacy Statement

This Privacy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Statement, we will post a notice of such changes on our website. The effective date of this Privacy Statement, as stated above, indicates the last time this Privacy Statement was revised or materially changed.



Ticor Title Insurance Company PRELIMINARY REPORT

In response to the application for a policy of title insurance referenced herein Ticor Title Insurance Company hereby reports that it is prepared to issue, or cause to be issued, as of the specified date, a policy or policies of title insurance describing the land and the estate or interest hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an exception herein or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations or Conditions of said policy forms.

The printed Exceptions and Exclusions from the coverage of said policy or policies are set forth in Exhibit A. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Copies of the policy forms should be read. They are available from the office which issued this report.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby.

The policy(s) of title insurance to be issued hereunder will be policy(s) of Ticor Title Insurance Company, a/an Oregon corporation.

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

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This preliminary report is for the exclusive use of the parties to the contemplated transaction, and the Company does not have any liability to any third parties nor any liability until the full premium is paid and a policy is issued. Until all necessary documents are placed of record, the Company reserves the right to amend or supplement this preliminary report.

Countersigned

Jodi Carlson
