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5 **IN THE CIRCUIT COURT OF THE STATE OF OREGON**  
6 **FOR THE COUNTY OF UMATILLA**

7 WELLS FARGO USA HOLDINGS, INC,

Case No. 20CV05323

8 Plaintiff,

**WRIT OF EXECUTION**

9 v.

10 THE ESTATE OF NANCY J. NIORD AKA  
11 NANCY HABERLIN; THE UNKNOWN  
12 HEIRS, DEVISEES AND ASSIGNEES OF  
13 NANCY J. NIORD AKA NANCY  
14 HABERLIN; MICHAEL A. NIORD;  
15 ANNETTE NIORD; CARRIE NIORD;  
16 YVONNE NIORD; JOHN NIORD; AND  
17 ALL OTHER PERSONS OR PARTIES  
18 UNKNOWN CLAIMING ANY RIGHT,  
19 TITLE, LIEN, OR INTEREST IN THE REAL  
20 PROPERTY COMMONLY KNOWN AS  
21 71461 SCHROEDER ROAD, PENDLETON,  
22 OREGON 97801  
23 ,

Defendant.

18 TO THE UMATILLA COUNTY SHERIFF:

19  
20 On September 28, 2021, a General Judgment of Foreclosure and Declaration of Amount  
21 Due by Default was entered by the UMATILLA County Circuit Court, foreclosing Plaintiff's  
22 Deed of Trust and directing that the property subject to the Deed of Trust be sold to satisfy the  
23 unpaid debt due to Plaintiff.

24 The mailing address for the judgment creditor is: WELLS FARGO USA HOLDINGS,  
25 INC c/o Aldridge Pite, LLP, 1050 SW 6<sup>th</sup> Avenue, Suite 1100, Portland, OR 97204.  
26

1       The real property to be sold at public auction is commonly known as 71461  
2 SCHROEDER ROAD, PENDLETON, OREGON 97801 ("Subject Property"), and legally  
3 described as:

4       THE LAND REFERRED TO IN THIS GUARANTEE IS DESCRIBED AS FOLLOWS:

5       BEGINNING AT THE NORTHEAST CORNER OF SECTION 33, TOWNSHIP 2  
6 NORTH, RANGE 32, EWM; THENCE WEST ALONG THE NORTH LINE OF SAID  
7 SECTION 33, A DISTANCE OF 200 FEET, MORE OR LESS, TO A POINT ON THE  
8 EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 832 (FORMERLY U.S.  
9 HIGHWAY NO. 395); THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE  
10 EASTERLY RIGHT OF WAY LINE OF SAID COUNTY ROAD, 310 FEET TO THE  
11 SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO JAMES  
12 HALSEY, ET UX, RECORDED IN BOOK 272, PAGE 185, DEED RECORDS AND THE  
13 TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE CONTINUING  
14 SOUTHERLY ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID HIGHWAY, 190  
15 FEET; THENCE EAST, PARALLEL TO THE SOUTH LINE OF SAID HALSEY TRACT TO  
16 A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33;  
17 THENCE NORTH ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF  
18 SECTION 33, TO THE SOUTHEAST CORNER OF SAID HALSEY TRACT; THENCE  
19 WEST ALONG THE SOUTH LINE OF SAID HALSEY TRACT TO THE POINT OF  
20 BEGINNING; ALL BEING EAST OF THE WILLAMETTE MERIDIAN, MATILLA  
21 COUNTY, OREGON; SUBJECT TO ANY AND ALL WATER RIGHTS OF WAY AND  
22 ROADS

23 ///

24 ////

26 ///

Page 2 – WRIT OF EXECUTION

1 The total amount due and owing on the Judgment as of March 31, 2022;

3	Judgment:	Principal	\$179,101.57
4	Pre-Judgment:	Interest(6.195%,\$26.19/day	\$1,807.11(7/22/21 through 9/28/21)
5		Attorney Fees	\$6,730.00
6		Costs	\$4,251.33
7		Prevailing Party Fee	\$325.00
8	Post-Judgment:	Interest((9.000%,\$47.49/day)	\$8738.16 (9/29/21 through 3/31/2022)
9		Attorney Fees	\$0.00
10		Costs	\$370.00

11 **TOTAL: \$201,323.17**

12 In the name of the State of Oregon, you are hereby directed to proceed to notice for sale  
13 and sell the Subject Property. After the sale, you are directed to issue a certificate of sale to the  
14 purchaser and file a return on the writ of execution, depositing the sale proceeds with the Court.  
15 Further, you are directed to execute, after the time for redemption has elapsed, a deed to the  
16 holder of the certificate of sale.

17 ///

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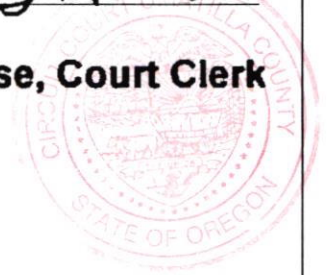
Page 3 – WRIT OF EXECUTION

1 By the signature of the attorney for the judgment creditor, the person that requested  
2 issuance of the Writ hereby authorizes the sheriff to continue execution under the Writ and delay  
3 making a return on the writ to a date up to 150 days after receipt.

4 4/5/2022 3:28:33 PM

5 By:   
6

7 **Tammy Hulse, Court Clerk**  
8



9 Presented by:  
10

11 ALDRIDGE PITE, LLP  
12

13 By: \_\_\_\_\_  
14 Shannon K. Calt, OSB #121855  
15 *of Attorneys for Plaintiff*  
16 (858) 750-7600  
17 (503) 222-2260 (facsimile)  
orecourtnotices@aldridgepite.com



Shannon K\_  
Calt  
I am approving  
this document  
with my legally  
binding  
signature  
Portland,  
Oregon  
2022-03-31  
13:24:52



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5 **IN THE CIRCUIT COURT OF THE STATE OF OREGON**  
6 **FOR THE COUNTY OF UMATILLA**

7 WELLS FARGO USA HOLDINGS, INC,

8 Plaintiff,

9 v.

10 THE ESTATE OF NANCY J. NIORD AKA  
11 NANCY HABERLIN; THE UNKNOWN  
12 HEIRS, DEVISEES AND ASSIGNEES OF  
13 NANCY J. NIORD AKA NANCY  
14 HABERLIN; MICHAEL A. NIORD;  
15 ANNETTE NIORD; CARRIE NIORD;  
16 YVONNE NIORD; JOHN NIORD; AND  
17 ALL OTHER PERSONS OR PARTIES  
UNKNOWN CLAIMING ANY RIGHT,  
TITLE, LIEN, OR INTEREST IN THE REAL  
PROPERTY COMMONLY KNOWN AS  
71461 SCHROEDER ROAD, PENDLETON,  
OREGON 97801,

Defendants.

Case No. 20CV05323

**GENERAL JUDGMENT OF  
FORECLOSURE AND DECLARATION OF  
AMOUNT DUE BY DEFAULT**

ORCP Rule 69

THIS IS A JUDGMENT OF FORECLOSURE  
AND DOES NOT CONSTITUTE A MONEY  
AWARD AGAINST ANY DEFENDANT

18 Based upon the Court's Order of Default against defendants The Estate of Nancy J. Niord  
19 aka Nancy Haberlin, The Unknown Heirs, Devisees And Assignees of Nancy J. Niord aka Nancy  
20 Haberlin; Michael A. Niord, Annette Niord, Carrie Niord, Yvonne Niord, John Niord, and All  
21 Other Persons or Parties Unknown claiming any right, title, lien, or interest in The Real Property  
22 commonly known as 71461 Schroeder Road, Pendleton, Oregon 97801, the records on file  
23 herein, and pursuant to the Motion for General Judgment and Declaration of Amount Due by  
24 Default by Plaintiff Wells Fargo USA Holdings, Inc. ("Plaintiff"),

25 **IT IS HEREBY ADJUDGED:**  
26

Page 1 – GENERAL JUDGMENT AND DECLARATION OF AMOUNT DUE BY DEFAULT

1           1.       Plaintiff's security interest in the real property located at 71461 Schroeder Road,  
2 Pendleton, Oregon 97801 ("Subject Property"), as evidenced by the Deed of Trust recorded  
3 August 30, 2007 in the official records of Umatilla County as instrument number 2007-5240761  
4 ("Deed of Trust"), is a viable first priority lien, superior to the interests of all the Defendants. All  
5 rights, claims, ownerships, liens, titles and demands of all Defendants are subsequent to  
6 Plaintiff's lien as created by the Note and Deed of Trust. The Subject Property is legally  
7 described as follows:

8  
9           Beginning at the Northeast corner of Section 33, Township 2 North,  
10 Range 32, EWM; thence West along the North line of said Section 33, a  
11 distance of 200 feet, more or less, to a point on the Easterly right of way  
12 line of County Road 832 (formerly U.S. Highway No. 395); thence in a  
13 Southwesterly direction along the Easterly right of way line of said  
14 County Road, 310 feet to the Southwest corner of that tract of land  
15 described in Deed to James Halsey, et ux, recorded in Book 272, Page  
16 185, Deed Records and the true point of beginning for this description;  
17 thence continuing Southerly along the Easterly right of way line of said  
18 highway, 190 feet; thence East, parallel to the South line of said Halsey  
19 Tract to a point on the East line of the Northeast Quarter of said Section  
20 33; thence North along the East line of the Northeast Quarter of Section  
21 33, to the Southeast corner of said Halsey tract; thence West along the  
22 South line of said Halsey Tract to the point of beginning;

23           All being East of the Willamette Meridian, Umatilla County, Oregon;

24           Subject to any and all water rights of way and roads.

25           And commonly known as **71461 Schroeder Road, Pendleton, Oregon 97801.**

26           2.       The Deed of Trust is foreclosed and upon entry of this Judgment the court  
27 administrator shall upon request of Plaintiff issue a writ of execution for the sale, by the Sheriff,  
28 in the manner provided by law;

29           3.       Plaintiff has submitted a Declaration of Amount Due and is owed the total amount

1 due under the Note and Deed of Trust and any future advances and/or fees that may be made or  
2 incurred pursuant to the terms of the Note and Deed of Trust up to the date of the execution sale.  
3 This amount is to be satisfied by sale of the Subject Property as directed under this Judgment;

4 4. Plaintiff is owed reasonable attorney fees plus the remaining flat rate fees for an  
5 uncontested execution on the Judgment, pursuant to the Note and Deed of Trust and ORCP Rule  
6 68(C), which amount may be added to the outstanding obligation due and owing under the Note  
7 and Deed of Trust and recovered from the proceeds of the sheriff's sale. Pursuant to the Deed of  
8 Trust, these fees continue to accrue to the date of the execution sale. This amount to be satisfied  
9 by sale of the Subject Property as directed under this Judgment;

10 5. Plaintiff is owed costs of suit pursuant to the Note and Deed of Trust, ORCP Rule  
11 68(A)(2) and ORS 20.115(4), which may be added to the outstanding obligation due and owing  
12 under the Note and Deed of Trust and recovered from the proceeds of the sheriff's sale. Pursuant  
13 to the Deed of Trust, these costs continue to accrue to the date of the execution sale. This  
14 amount to be satisfied by sale of the Subject Property as directed under this Judgment;

15 6. Plaintiff is owed the prevailing party fee of \$325.00, this amount to be satisfied by  
16 sale of the Subject Property as directed under this Judgment.

17 7. The Sheriff shall make a return on the writ of execution to the court administrator  
18 along with the proceeds of the sale, if any. The proceeds of the sale, if any, shall be applied first  
19 toward the costs of the sale; then toward the satisfaction of Plaintiff's Judgment of Foreclosure  
20 awarded herein; and the surplus, if any, to the clerk of the court to be distributed to such party or  
21 parties as may establish their right thereto. The Defendants and all persons claiming through or  
22 under Defendants, whether lien claimants, judgment creditors, claimants arising under junior  
23 mortgages or deeds of trust, purchasers, encumbrances or otherwise, shall be barred and  
24  
25  
26



1 foreclosed from all rights, claims, interest or equity of redemption in the Subject Property and  
2 every part of the Subject Property when the time for redemption has elapsed;

3 8. Plaintiff or any other party to this action may become a purchaser at the  
4 foreclosure sale, and such purchaser shall be immediately let into possession of the subject  
5 property, until redemption of the property, if any. The purchaser at the foreclosure sale or any  
6 successor in interest may apply to this Court for a writ of assistance to gain possession of the  
7 subject property if Defendants or any other party or person refuses to surrender possession;  
8

9 DECLARATION OF AMOUNT DUE BY DEFAULT

10 THIS IS A JUDGMENT OF FORECLOSURE AND DOES NOT CONSTITUTE A  
11 MONEY AWARD AGAINST ANY DEFENDANT

12 1. The total amount of the unpaid principal balance, interest, and other amounts  
13 owed is \$179,101.57.

14 2. Simple interest at the variable rate currently at 6.195% (\$26.19 *per diem*) after  
15 July 21, 2021, through the date of judgment.

16 3. Attorney fees of \$6,730.00 plus \$370.00, through the date of sale.

17 4. Costs of \$4,251.33 plus costs accrued through the date of sale.

18 5. Prevailing party fee: \$325.00.

19 6. Post-judgment interest thereafter on the total amount above, #1-5, at the contract  
20 rate of interest or 9.000% per annum, whichever is greater, through the date of sale.

21 **IT IS SO ADJUDGED**

22  
23  
24  
25 CERTIFICATE OF READINESS  
26



1 This proposed Order or Judgment is ready for judicial signature because:

- 2 1. ☐ Each party affected by this order or judgment has stipulated to the order or judgment,  
3 as shown by each party's signature on the document being submitted.
- 4 2. ☐ Each party affected by this order or judgment has approved the order or judgment, as  
5 shown by each party's signature on the document being submitted or by written  
6 confirmation of approval sent to me.
- 7 3. ☐ I have served a copy of this order or judgment on all parties entitled to service and:  
8 a. ☐ No objection has been served on me;  
9 b. ☐ I received objections that I could not resolve with a party despite reasonable  
10 efforts to do so. I have filed a copy of the objections I received and indicated  
11 which objections remain unresolved.
- 12 c. ☐ After conferring about objections, [ **role and name of objecting party**]  
13 agreed to independently file any remaining objection.
- 14 4. ☒ Service is not required pursuant to subsection (3) of this rule, or by statute, rule, or  
15 otherwise.
- 16 5. ☐ This is a proposed judgment that includes an award of punitive damages and notice  
17 has been served on the Director of the Crime Victims' Assistance Section as required by  
18 subsection (5) of this rule.
- 19 6. ☐ Other: \_\_\_\_\_

20 Presented By:  
21 ALDRIDGE PITE, LLP

22 /s/ Michael J. Page  
23 Michael J. Page, OSB #194328  
24 *Of Attorneys for Plaintiff*  
25 (858) 750-7600  
26 (503) 222-2260 (Facsimile)  
orecourtnotices@aldridgepite.com

Date: August 31, 2021



CHICAGO TITLE  
INSURANCE COMPANY

Guarantee No.: 7380537-47026990

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

Issued by

**CHICAGO TITLE INSURANCE COMPANY**

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

1. The title to the estate or interest described on Exhibit 1 was vested in the vestee named on Exhibit 1, subject to the matters shown as Exceptions on Exhibit 1, which Exceptions are not necessarily shown in the order of their priority;
2. If applicable, the necessary parties to be made defendants in a suit to enforce the encumbrance identified on Exhibit 1 are as shown on Exhibit 2;
3. If applicable, the names and addresses, as shown therein, of persons who have recorded requests, under Section 86.806 of the Oregon Revised Statutes, for a copy of notice of default or for a copy of notice of sale are as shown on Exhibit 2, and the names of additional persons who, under Sections 86.705 et seq. of the Oregon Revised Statutes, are entitled to receive notice of sale are as shown on Exhibit 2;
4. If applicable, the names of persons entitled to receive notice of defaults, pursuant to Sections 93.905 et seq. of the Oregon Revised Statutes, are as shown on Exhibit 2.

AmeriTitle, Inc.  
112 SE Court Ave.  
Pendleton, OR 97801  
(541)276-2010

CHICAGO TITLE INSURANCE COMPANY

By:



*[Signature]*  
ATTEST President  
*[Signature]*  
Secretary

*[Signature]*  
BY: \_\_\_\_\_  
AUTHORIZED SIGNATURE

## CONDITIONS AND STIPULATIONS

### 1. DEFINITION OF TERMS

The following terms when used in this Guarantee mean:

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

### 2. EXCLUSIONS FROM COVERAGE

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

- (a) (1) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
- (2) Any governmental police power not excluded by (a)(1) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Guarantee.
- (b) Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Guarantee.
- (c) Defects, liens, encumbrances, adverse claims against the title as guaranteed, or other matters:
  - (1) created, suffered, assumed or agreed to by one or more of the Assured, whether or not shown by the public records;
  - (2) not known to the Company, not recorded in the public records at Date of Guarantee but known to one or more of the Assured at Date of Guarantee;
  - (3) resulting in no loss or damage to the Assured;
  - (4) not resulting in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of the assurances provided; or
  - (5) attaching or created subsequent to Date of Guarantee.
- (d) The identity of any party named or referred to in Exhibit 2 or the validity, legal effect or priority of any matter shown in Section F of Exhibit 1.
- (e) Taxes or assessments which are not shown as existing liens by the public records.



- (f) Unpatented mining claims; reservations or exceptions in United States Patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (g) Title to any property beyond the lines of the land expressly described in the description set forth in this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.

3. **PROSECUTION OF ACTIONS**

(a) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein guaranteed; and the Company may take any appropriate action under the terms of this Guarantee whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.

(b) In all cases where the Company does so institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for such purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

4. **NOTICE OF LOSS – LIMITATION OF ACTION**

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Guarantee shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Guarantee until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Guarantee unless action shall be commenced thereon within two years after expiration of said thirty day period. Failure to furnish such statement of loss or damage or to commence such action within the time hereinbefore specified shall be a conclusive bar against maintenance by the Assured of any action under this Guarantee.

5. **OPTION TO PAY, SETTLE OR COMPROMISE CLAIMS**

The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage, the Company shall have the option to purchase the indebtedness secured by said mortgage. Such purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage securing the same to the Company upon payment of the purchase price.

6. **LIMITATION OF LIABILITY – PAYMENT OF LOSS**

(a) The liability of the Company under this Guarantee shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurances herein set forth, but in no event shall such liability exceed the amount of the liability stated within this Guarantee.

(b) The liability of the Company under this Guarantee shall be secondary to and shall not supersede the liability of any other insurer under any existing policy of title insurance which insures one or more of the Assured, and any loss payable under this Guarantee shall be paid only to the extent it is not payable under such other existing policy. This Guarantee is furnished for the purpose of facilitating the enforcement of the subject encumbrance or for other specific judicial or non-judicial proceeding; this Guarantee shall not be used or relied upon for any other reason.

(c) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.

(d) No claim for damages shall arise or be maintainable under this Guarantee (1) if the Company after having received notice of an alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.

(e) All payments under this Guarantee, except for attorney's fees as provided for in paragraph 6(c) hereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Guarantee for endorsement of such payment unless the Guarantee be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

(f) When liability has been definitely fixed in accordance with the conditions of this Guarantee, the loss or damage shall be payable within thirty days thereafter.

7. **SUBROGATION UPON PAYMENT OR SETTLEMENT**

Whenever the Company shall have settled a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to such claim had this Guarantee not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving such rights or remedies.

8. **GUARANTEE ENTIRE CONTRACT**

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Guarantee.

No provision or condition of this Guarantee can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

9. **NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to Chicago Title Insurance Company at Attn: Claims Department, Post Office Box 45023, Jacksonville, FL 32232-5023.

10. **FEE**

The fee specified within this Guarantee is the total fee for title search and examination and for this Guarantee. The Company may declare this Guarantee null and void for failure to pay the fee.



**ISSUED BY:**

AmeriTitle, Inc.  
112 SE Court Ave.  
Pendleton, OR 97801

Michael Scott  
Servicelink - Default  
1200 Cherrington Pkwy.  
Coraopolis, PA 15108  
Your Reference: 191313021-OR-MSO

**Property Address:**

71461 Schroeder Road  
Pendleton, OR 97801

**EXHIBIT 1**

Title No. : 343912AM

Title Examiner: Brianna Earley

Guarantee No.: 7380537-47026990

Effective Date : December 27, 2019 at 7:30 a.m.

Liability : \$154,298.47

Fee: \$588.00

**A. The Assured is:**

Wells Fargo Bank Financial Oregon, Inc.

**B. The encumbrance to be enforced is:**

A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:

Amount: \$184,674.94

Trustor/Grantor: Mike R. L. Niord and Nancy J. Niord, as tenants by the entirety

Trustee: AmeriTitle

Beneficiary: Wells Fargo Financial Oregon, Inc.

Dated: August 24, 2007

Recorded: August 30, 2007

Instrument No.: 2007-5240761

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

A Fee

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

Mike R. L. Niord and Nancy J. Niord, husband and wife



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

Beginning at the Northeast corner of Section 33, Township 2 North, Range 32, EWM; thence West along the North line of said Section 33, a distance of 200 feet, more or less, to a point on the Easterly right of way line of County Road 832 (formerly U.S. Highway No. 395); thence in a Southwesterly direction along the Easterly right of way line of said County Road, 310 feet to the Southwest corner of that tract of land described in Deed to James Halsey, et ux, recorded in Book 272, Page 185, Deed Records and the true point of beginning for this description; thence continuing Southerly along the Easterly right of way line of said highway, 190 feet; thence East, parallel to the South line of said Halsey Tract to a point on the East line of the Northeast Quarter of said Section 33; thence North along the East line of the Northeast Quarter of Section 33, to the Southeast corner of said Halsey tract; thence West along the South line of said Halsey Tract to the point of beginning;

All being East of the Willamette Meridian, Umatilla County, Oregon;

Subject to any and all water rights of way and roads.

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

**Tax Information**

**Taxes:** Map No. 2N3233 300 / Acct No. 100105 / Code No. 1619  
Status: Paid  
Amount / Year \$2,733.39/2019

1. Covenants, conditions and restrictions, but omitting any covenant or restriction based on race, color, religion, sex, sexual orientation, disability, handicap, familial status, marital status, ancestry, national origin or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.  
Recorded: September 14, 1938  
Book: 154, Page: 363
2. Bylaws, including the terms and provisions thereof and the right to levy certain charges and assessments against the subject property,  
Recorded: July 6, 1976  
Reel: 6, Page: 1478  
  
Amended by instrument,  
Recorded: December 23, 1993  
Reel: 245, Page: 1721
3. Rights of the public and governmental bodies in and to that portion of said premises now or at any time lying below the high water line of McKay Creek, including any ownership rights which may be claimed by the State of Oregon as to any portion now or at any time lying below the ordinary high water line.  
  
Such rights and easements for navigation and fishing as may exist over that portion of the property now or at any time lying beneath the waters of McKay Creek.  
  
All matters arising from any shifting in the course of McKay Creek including but not limited to accretion, reliction and avulsion.
4. A Deed of Trust, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:  
Amount: \$184,674.94  
Trustor/Grantor: Mike R. L. Niord and Nancy J. Niord, as tenants by the entirety  
Trustee: AmeriTitle  
Beneficiary: Wells Fargo Financial Oregon, Inc.  
Dated: August 24, 2007  
Recorded: August 30, 2007  
Instrument No.: 2007-5240761

5. A Mortgage, including the terms and provisions thereof, to secure the amount noted below and other amounts secured thereunder, if any:

Amount \$20,000.00

Mortgagor: Mike R. L. Niord and Nancy J. Niord, husband and wife

Mortgagee: Wells Fargo Financial Bank

Dated: April 6, 2007

Recorded: April 11, 2007

Instrument No.: 2007-5170720

This Mortgage secures an equity line of credit and/or revolving loan. The Company requires satisfactory written statement from the existing lender confirming; (a) the payoff amount, (b) that the line of credit has been closed, and no further draws/advances will be permitted and/or the right to future advances has been terminated, and (c) agreeing to deliver a full satisfaction/release upon payment of the outstanding balance, (d) satisfactory documentation from the borrower to close the account.

Re-recorded: April 11, 2014

Instrument No.: 2014-6170434

The lien of the above Mortgage was subordinated to the lien of the Deed of Trust shown as Exception No. 4 above by instrument,

Dated: October 3, 2013

Recorded: October 11, 2013

Instrument No.: 2013-6100849

NOTE: Any map or sketch enclosed as an attachment herewith is furnished for information purposes only to assist in property location with reference to streets and other parcels. No representation is made as to accuracy and the company assumes no liability for any loss occurring by reason of reliance thereon.

NOTE: If the property which is the subject of this guarantee has been used, is being used, or was acquired with the intent that it be used in connection with a marijuana-related enterprise, including but not limited to the cultivation, storage, distribution, transport, manufacture, or sale of marijuana and/or products containing marijuana, the federal government (or the state or local government if such use is deemed to be non-compliant with state or local law) may claim a preeminent right to the property automatically effective as of the date of the use which it deems illegal. Nothing in this guarantee provides assurances against the exercise of such a governmental forfeiture, regulatory or policy power, and further, Company expressly reserves the right to decline to close or insure such a property following the completion of any litigation or foreclosure action conducted on said property. You are advised to consult your legal counsel on whether it is required, advisable, or inadvisable to give notice to the Federal and/or State government in order to address potential forfeiture issues.

**Attention is directed to the following matters for foreclosures of residential trust deeds as defined in ORS 86.705(7):**

NOTE REGARDING TRUST DEED ASSIGNMENTS, APPOINTMENTS OF SUCCESSOR TRUSTEE AND MERS: ORS 86.735 requires, among other provisions, that any written assignment of a trust deed and any appointment of successor trustee be recorded for a foreclosure by advertisement and sale. Oregon case law does not recognize Mortgage Electronic Registration Systems, Inc. (MERS) as a beneficiary of a trust deed. For any claim under this guarantee or for post-foreclosure title insurance, the beneficiary or trustee may be required to document for the insurer the ownership of the indebtedness secured by the trust deed and to document the authority of MERS to execute an appointment of successor trustee or other foreclosure-related instrument on behalf of the owner of the secured indebtedness.



Attention is directed to the provisions of Senate Bill 558 (Oregon Laws 2013, Chapter 304 and House Bill 3389 Oregon Laws 2013, Chapter 625).

## EXHIBIT 2

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

1. Attention is directed to The Service members Civil Relief Act (successor to The Soldiers' and Sailors' Civil Relief Act of 1940), which restricts proceedings against persons in the military service of the United States.
2. Attention is called to the Federal Tax Lien Act of 1966 (Public Law 89-719) which, among other things, provides that written notice of a non-judicial sale be given to the Secretary of the Treasury or his or her delegate as a requirement for the discharge of a federal tax lien or the divestment of any title of the United States, and establishes a right in the United States to redeem the property within a period of 120 days from the date of such sale.
3. Except as shown on Exhibit 1, no Notice of Pendency of an action for the foreclosure of the encumbrance to be enforced has been recorded in the County in which the premises are situated.
4. This Guarantee provides no assurances with respect to any facts, rights, title, interest or claims which are not shown by the public records, and this Exhibit 2 is not intended to show the names of persons whose rights, title, interests or claims are not shown by public records, including, without limitation, those who may be known to the Assured or who could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
5. If applicable, the names and addresses, as shown therein, of persons who have recorded requests for a copy of a notice of sale or notice of default, under ORS 86.803 of the Oregon trust deed statutes are:

NONE

NOTE: Compliance with the provisions of ORS 86.786 is required.

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

Mike R. L. Niord and Nancy J. Niord

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

Mike R. L. Niord and Nancy J. Niord

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

Wells Fargo Financial Bank Mortgage, Mortgagee, 5

SEE MAP 2N 32 28

800  
137.73 Ac

16-19

700  
2.44 Ac

100  
0.72 Ac

200  
0.78 Ac

300  
0.93 Ac

600  
0.64 Ac

400  
0.80 Ac

500  
3.71 Ac

127.58°  
96.52°  
219.65°

1000  
0.75 Ac

LOT 2  
43.80

3-36

1260

190' M/L

SCHROEDER RD.  
NO. 1311

RD. NO. 832

CREEK

MCKAY



71461 Schroeder Road  
Pendleton, OR 97801

THIS MAP IS FURNISHED AS AN  
ACCOMMODATION STRICTLY FOR THE  
PURPOSES OF GENERALLY LOCATING  
THE LAND. IT DOES NOT REPRESENT A  
SURVEY OF THE LAND OR IMPLY ANY  
REPRESENTATIONS AS TO THE SIZE,  
AREA OR ANY OTHER FACTS RELATED TO  
THE LAND SHOWN THEREOF