

ABSTRACT OF TITLE  
TO  
Property in the B.B. Rogers D.L.C.  
Clackamas County, OR  
In  
Sec.13, T2S, R1E and  
Sec. 18, T2S, R2E

A SUMMARY

The following summary has been taken from copies of an abstract handed down through the Roethe family from Helene L. Roethe and made available to the Oak Lodge History Detectives by John P. Roethe. It begins with the Donation Land Claim of Benoni B. Rogers then focuses on a 120.01 acre parcel of land in the vicinity of Roethe Rd. and Hillside Drive at River Road in the Jennings Lodge area purchased by John G. Roethe Aug. 1, 1889 and described as:

“ Land in Clackamas County, Oregon described as follows: Beginning at a point on the right or east bank of the Willamette River 14 chains south 64 degrees east of the Northwest corner of the Benoni B. Rogers Donation Land Claim, said point is also the southwest corner of a 100 acre tract of land conveyed by Rudolph Staub and wife to John J. Naef by deed recorded on page 146 of book 31, records of Deeds of said Clackamas County; thence North 56 degrees East 63.40 chains to the east line of said Donation Land Claim and to a point distant 17.50 chains from the northeast corner of said Donation Land Claim; thence South 43 degrees 45 minutes east along the east line of said claim 21.70 chains, more or less to the northeast corner of a 100 acre tract of land conveyed by B.B. Rogers to John Evans by Deed recorded on page 303 of Book “C” of Clackamas County Deed records; thence south 57 degrees 45 minutes west 63.40 chains along the north line of said tract so conveyed to John Evans, to the Willamette River; thence northwesterly along the meanderings of said river 20.75 chains more or less to the place of beginning, said tract being a part of Section 13, Township 2 South Range 1 East and of Section 18, township 2 South Range 2 East and containing 120.01 acres of land.”

The abstract ends with the date May 4, 1916 and appears to pertain to 2 acres in Block 6 in the town site of Covell , on the west edge of the railway line and on the north side of what was then Central Ave., today’s Roethe Road.

The abstract consists of six certificates of clear title, the first covering the period of Mar. 18, 1859 through Aug. 1, 1889; the second covering the period of Aug. 1, 1889 through Oct. 17, 1894; the third covering the period of Oct. 17, 1894 through Oct. 31, 1894; the fourth covering the period of Oct. 31, 1894 through Sept. 21, 1907; the fifth covering the

period of Sept. 21, 1907 through Oct. 20, 1908; and the last covering the period of Oct. 20, 1908 through May 4, 1916. There are several mortgages in the abstract that don't appear to be significantly pertinent that are not included in this summary.

United States to **Benoni B. Rogers**  
Patent [p.3]

Dated Mar. 18, 1859; Recorded Dec. 21, 1910; Book 119, p.215  
Claim #37 in parts of Sec.s 12 and 13 in T2S R1E and Claim #41 in parts of Sec.s 7 and 18 in T2S R2E containing 320.13 acres

Benoni B. Rogers to **John Evans**

Warranty Deed dated Aug. 14, 1858;  
Recorded [p.4] Sept. 14, 1858; Book "C", p.303  
One hundred acres on "the upper side of my land claim in Clackamas Co., OR"  
"together with the right to enter upon my land for the purpose of using my spring in common with myself or any future owner thereof, with the privilege also of taking therefrom by means of pipes or any machinery"; Consideration \$1,000  
[ This is the more southerly portion of the Rogers D.L.C. - - "upper" pertaining to UPSTREAM along the Willamette River; this 100 acres butts up to the Jennings D.L .C. and extends the length of Rogers' claim from the river to the McNary D.L.C. line ]

Benoni B. Rogers to **James E. Cardwell & George E. Cole**

Warranty Deed dated Feb. 25, 1859;  
Recorded March 17, 1859; Book "C", p.427 [p.5]  
All the remaining Rogers D.L.C. NOT deeded to John Evans; containing 220 acres  
"Except the right [given] to said [John] Evans and his representatives to use the spring"; Consideration \$3,000

J.S. Risley affidavit [p.6]

Dated Multnomah Co., Oct. 26, 1894;  
Risley states that Rogers was an UNMARRIED man during the time he was deeding the above lands.

James E. Cardwell & wife  
Marion I. and Geo. E. Cole  
& wife Mary E. to

Warranty Deed dated Nov. 23, 1863;  
Recorded Feb. 16, 1864; Book "D", p.571  
The 220 acres deeded by Rogers to Cardwell

**Byron P. Cardwell** [p.7]

and Cole on Feb. 25, 1859; subject to a \$2,000 mortgage held by A.M. Starr; Consideration \$2,700

Byron P. Cardwell & wife  
Abbie M. to **Wm. A.  
Starkweather** [p.8]

Warranty Deed dated March 3, 1865;  
Recorded March 6, 1865; Book "D", p.783  
[or 733]  
The above 220 acres, "Except the right of  
the assignees [sic] of John Evans to use water  
From the spring on said land";  
Consideration \$3,500

William A. Starkweather &  
Eliza to **Rudolph Staub**  
[p.9]

Warranty Deed dated Sept. 19, 1887; wife  
Recorded same date; Book 29, p.517 220  
acres; Except spring; Consideration  
\$11,000

Rudolph Staub & wife Anna  
to **John J. Naef**  
[p.10]

Warranty Deed dated Nov. 5, 1887;  
Recorded May 5, 1888; Book 31, p.146  
"100 acres more or less"; Consideration  
\$5,000; no reference to spring

Tax Summary [p.27]

Taxes for years 1876 through 1887 paid by  
W. A. Starkweather; taxes for 1888 paid by  
R. Staub

Certificate of The Pacific Coast  
Abstract Co., by W.H. Merrick  
[p.28]

Dated Aug. 1, 1889; 120 acres of property  
of **R. Staub** deemed to have clear title to  
this date

Rudolph Staub and wife Anna  
To **John G. Roethe** [p.29]

Deed dated Aug. 1, 1889; Recorded Sept.  
27, 1889; Book 35, p.16; 120 acres to the S.  
of John J. Naef's 100 acres and to the N. of  
John Evans' 100 acres; Consideration  
\$15,000

Agreement; **John G. Roethe** and  
**Antonia M. Neunert** [p. 31]

Dated Jan. 22, 1891; Recorded same; Book  
40; p.269 [or 289]; agreement states that  
Neunert is now owner of Evans property  
[ S. of Roethe ] and cites her rights to spring  
as granted by Rogers; agreement seems to  
state that spring is on Roethe property; gives  
rights of both parties to use water from the  
spring, install machinery, lay pipes and  
provides for access for use and maintenance

<p>John G. Roethe &amp; wife Alwiene  <b>To East Side Railway Company</b>  [pp. 33, 34]</p>	<p>of system – except that Roethe gets the lower pipe inlet and exclusive rights to water if level gets too low for Neunert’s inlet</p>
<p>John G. Roethe &amp; wife Alvina  [sic] to <b>John J. Naef</b> [p.35]</p>	<p>Dated Feb. 2, 1893; Recorded Feb. 22, 1893 Book 50, p.467; grants railway company a 40 ft. right-of-way for construction of “a double track motor railway” as well as poles and wires for the transmission of electricity “for telegraph, telephone, electric light, power and all other purposes whatsoever”. Consideration \$1.00 [one dollar]</p>
<p>John G. Roethe &amp; wife Alwine  [sic] to Rudolph Staub [p.36]</p>	<p>Quit Claim Deed dated Oct. 14, 1892; Recorded Nov. 7, 1892; Book 51, p.3  An agreement between the two parties [“Agreement” is not mentioned in this particular document, but is stated in Clackamas County’s Direct Index to Deeds] possibly pertaining to a disagreement as to the location of their shared property line; [Naef now owns the parcel on the North side of Roethe]  Consideration \$1.00 [one dollar]</p>
<p>Tax Summary [p.37]</p>	<p>Mortgage dated Aug. 5, 1889; Recorded Aug. 28, 1889; Book “U”, p.341  Property described in Book 35, p.16 [120 acres] deeded to secure a \$4,500 loan; Consideration \$14,500; Satisfied Oct. 30, 1894; Book 39, p.30</p>
<p>Certificate of the Pacific Coast  Abstract Company by W.H.  Merrick [p.38]</p>	<p>Taxes for 1889 paid by R. Staub; Taxes for 1890 through 1893 paid for by John G. Roethe</p>
<p>John G. Roethe &amp; wife Alwiene  to The Investors Mortgage  Security Co., Ltd. [p.40]</p>	<p>Dated Oct. 17, 1894; 120 acres of <b>John G. Roethe</b> deemed to have clear title to this date</p>
	<p>Mortgage dated Oct. 29, 1894; Recorded Oct. 31, 1894; Book 39, p.31  This appears to be Roethe’s entire parcel of 120 acres (compare deed p.29 to this one less quit claim p.35) deeded to secure a</p>

	\$4,000 loan plus interest. Satisfied on Nov. 2, 1899; Recorded Nov. 4, 1899 in Mortgages Book 49, p.470
John G. Roethe & wife Alwiene to Rudolph Staub [p.49]	Mortgage dated Oct. 30, 1894; Recorded Nov. 1, 1894; Book 39, p.42 Deed for Roethe's 120 acres to secure the payment of \$4,000 in one year with interest thereon. Consideration \$4,000. Cancelled on the margin of the record by R. Staub on April 2, 1897 and attested to by the recorder and his deputy.
Certificate of the Pacific Coast Abstract Company by W.H. Merrick [p.42]	Dated Oct. 31, 1894; 120 acres of <b>John G. Roethe</b> deemed free and clear
Continuation of Abstract [p.43]	From the office of The Clackamas Title Company, Portland "for the period of time From the 31 <sup>st</sup> day of October, 1894 to the present time" [Sept. 21, 1907]
A.F. Neunert & wife Antonia M. to Charles Risley, Trustee of the Estate of Henry Naas, Deceased [p.44] [Naas' wife Mary died in 1883 and Henry died in 1889]	Quit Claim Deed dated Dec. 27, 1894; Recorded Dec. 28, 1894; Book 57, p.127 47.10 acres of Neunert property S. of John Roethe, including the water rights granted to Roethe on p.31; [A.F. Neunert was August F. Neunert, born in Prussia abt. 1838]. Consideration \$1.00 [one dollar]
Charles Risley, Trustee of the Estate of Henry Naas, Deceased to <b>J.G. Roethe</b> [p.45]	Warranty Deed dated June 9, 1900; Recorded June 26, 1900; Book 73, p.318 8.23 acres of the 47.10 acres deeded the Neunerts, including piping etc. for spring. Consideration \$1,234.50
Charles Risley, Trustee of Estate of Henry Naas, Deceased, Herman Naas and Lela May Naas, his wife; Charles O. Naas and Kittie Naas, his wife to <b>O. Paul Roethe</b> [p.46]	Warranty Deed dated Oct. 6, 1903; Recorded Oct. 17, 1903; Book 87, p.445 10.064 acres adjacent to the West side of the Oregon Water Power Railway Co.Right-of-Way Consideration \$1,000
J. G. Roethe and wife Alwiene Roethe to <b>Ernest Edward Roethe</b> [p.47]	Warranty Deed dated April 30, 1904; Recorded April 30, 1904; Book 90 p.54 8.23 acres between the Willamette

	River and the “Rinearson and Milwaukie Road” including water right. Consideration \$1.00 [one dollar]
O. Paul Roethe and wife Carrie Roethe to <b>John G. Roethe</b> [p.48]	Warranty Deed dated Feb. 2, 1907; Recorded Feb. 9, 1907; Book 98, p. 174 The same 10.064 acres deeded by Risley to O. Paul Roethe on p.46 Consideration \$1,500
John G. Roethe to Herman Hardt [p.53]	Mortgage dated Nov. 4, 1899; Recorded Nov. 4, 1899; Book 46, p.348 Roethe mortgages his 120 acres to secure \$800 for one year @ 6%; satisfied on Sept. 30, 1907; Recorded Oct. 7, 1907 Book 66, p.423 [see p.59]
J. G. Roethe to Gustav Haardt (sic) [p.54]	Mortgage dated June 26, 1900; Recorded June 26, 1900; Book 47, p.16 Deed to the 8.23 acres deeded to Roethe by Risley on p.45 to secure a \$1,200 loan for 2 years @ 5%. Satisfied Feb. 17, 1902 Recorded Feb. 24, 1902 Book 53, p.148
Certificate of the Clackamas Title Company by E.F. Riley [p.57]	Dated Sept. 21, 1907 100 acres (sic) of John G. Roethe is deemed to have clear title
Continuation of Abstract [p.58]	“A continuation of the foregoing abstract as to the land deeded to Simeon H. Covell and David N. Smith by John G. Roethe and wife by deed dated Oct. 18, 1907, filed for record and recorded Oct. 22, 1907 in Record of Deeds Book No. 101, at page 494, Deed Records of Clackamas County, Oregon, abstract of which deed is shown at nos. 4 & 5 hereof, and containing <b>108.50 acres</b> ; EXCEPT Lot No.1, of Block No.3, in town- Site of Covell
AGREEMENT between John G. Roethe & wife Alvina (sic) And Otto Naef & wife Susanna [p.60]	Dated Oct. 17, 1907; Recorded Oct. 19, 1907; Book 101, p.466 A dispute had erupted between the two parties regarding the proper location of the boundary line between their two properties “due to errors or alleged errors in surveys”.

In this agreement the Roethes paid the Naefs \$225 in return for the Naefs quitclaiming a small amount of land south of the agreed upon line, and the Roethes quitclaiming a small amount of land north of the agreed upon line, so as to adjust the fenceline slightly north. According to an interview with Robert Naef in 2011 this dispute began over the ownership of a manure pile near the boundary line.

John G. Roethe & wife Alvina (sic)  
to **Simeon H. Covell and David  
N. Smith** [p.61, 62, 63]

Warranty Deed dated Oct. 18, 1907;  
Recorded Oct. 22, 1907; Book 101, p.494  
This document deeds 104.08 acres of the  
Roethe's property to the men who later  
platted the town site of Covell in the  
Jennings Lodge area. It consists of that  
portion of the Roethe property East of the  
"Rinearson & Milwaukie Road" [River Rd.]  
to the westerly boundary of the James  
McNary D.L.C. [approximately a line  
projected from today's Harold Ave. to the  
North, and South to Rose St. or Portland  
Ave.] to the 100 acre parcel that Rogers  
deeded to Evans in 1858 [p.4] - - - excepting  
the 40 ft. right-of-way previously granted to  
the East Side Railway Company, "now the  
O.W.P. [Oregon Water Power] division of  
Portland Railway Light and Power Co." and  
the most westerly 30 ft. strip lying within  
the county road; the balance of acreage  
being 102.50 acres. Consideration \$29,725.  
Roethe retained a mortgage in the amount of  
\$17,250 for a period of on or before 2 years  
@ 5% Recorded in Mortgage Book 66,  
p.473. Roethe released a portion of this,  
Blocks 7 & 10 and Lot 1 of Block 3 in the  
town plat of Covell, on April 9, 1908  
Recorded April 10, 1908; Book 68, p.357,  
and released the remainder as having been  
paid and fully satisfied on Oct. 17, 1912,  
Recorded in Mortgage Book 90, p.49.

Taxes 1907 [p.67]

Paid by John G. Roethe on 130 acres  
"described in Record of Deeds, Book 73,

p.318 [8.23 acres, p.45] and Book 35, p.16 [120 acres p.29]”.

These only add up to 128.23 acres and it is possible the first deed cited here should have been that from p.48 instead (10.064 acres).

Dedication of Town Plat of  
Covell [p.65]

Dated March 23, 1908; Recorded April 1,  
1908; Plat Book 7, p.17.

Established by Simeon H. Covell and his wife Hulda, and David N. Smith, a bachelor this town site consisted of Blocks 1 through 20 and Blocks 2 & 3 containing 5 lots each. The town site contained the 102.50 acres deeded by John G. and Alwine[sic] Roethe on Oct. 18, 1907 [pp. 61-63]. The Surveyor’s Certificate of W.B. Chapin was attached.

Simeon H. Covell & wife Hulda  
and David N. Smith to  
**Ed E. Roethe**

Warranty Deed dated April 10, 1908;  
Recorded April 13, 1908; Book 103,  
p.145 All of Lot No. 1 in Block No.3  
in town site of Covell; Except buildings  
which grantors have the right to remove  
within two years

Certificate of C.H. Dye,  
Abstractor

Dated Oct. 20, 1908  
Certifies that the foregoing 10 pages since  
Sept. 21, 1907 are a true and correct  
continuation of this abstract and title.  
Signed/notarized by E.E. Lawrence.

John G. Roethe to Simeon H.  
Covell & wife Hulda, and  
David N. Smith [p.71]

Release of Mortgage dated Oct. 17, 1912;  
Recorded Oct. 21, 1912; Mortgage Book  
90, p.49  
Roethe declares that the mortgage retained  
when he sold 102.5 acres for the town site  
of Covell [pp. 61-63] is “fully paid, satisfied  
and discharged.” This ends any legal  
interest he once had of his original 120 acres  
East of today’s River Road.

Simeon H. Covell & wife Hulda  
and David N. Smith, a bachelor  
to Flora H. Kilgore and H.  
Elizabeth Cook

Warranty Deed dated Dec. 22, 1914;  
Recorded April 24, 1915; Book 139,  
The legal description describes all of  
Block 6 of the town site of Covell. This  
parcel was part of the portion of J.G.



Roethe's land retained by mortgage when he sold 102.5 acres for the town site of Covell, said mortgage released on p.71.

Continuation of Abstract  
[p.70]

No date; the legal description describes "the Southerly two acres of Block six [of] "COVELL", more particularly described as follows - - - -:"

This appears to be the two acres in the South half of Block 6 between the tract conveyed earlier to Flora H. Kilgore and H. Elizabeth Cook and Central Avenue [currently Roethe Road] to the South, and between the railway right-of-way and today's Blanton Rd.

Taxes

Taxes from 1908 through 1914 for Block 6 in town site of Covell paid by S.H. Covell & wife Hulda, and D.N. Smith; taxes for 1914 "marked on roll as sold to G.E. Williams" and paid in 1914 but a tax of \$15.68 was not paid in 1915.

Certificate

Dated May 4, 1916; Abstracter [sic] certifies that the continuation of transactions since Oct. 20, 1908 has clear title. Name of title company is not given.

By Michael G. Schmeer  
January 2012

