

AGREEMENT, CONVEYANCE AND PARTIAL RECONVEYANCE

1 This Agreement Made as of the 15th day of June, 1974, between
2 STEVEN A. ZAMSKY and ROBIN L. ZAMSKY, husband and wife, hereinafter
3 called "ZAMSKY", and RONALD H. FREDRICKS and SHARRON L. FREDRICKS,
4 husband and wife, hereinafter called "FREDRICKS" and FIRST FEDERAL
5 SAVINGS AND LOAN ASSOCIATION OF KLAMATH FALLS, hereinafter called
6 "FIRST FEDERAL";

W I T N E S S E T H:

8 WHEREAS, Zamsky are the owners of real property situate in Klamath
9 Falls, Klamath County, State of Oregon, more particularly described as:
10 Lot 19 and the South East 10 feet of Lot 18 of
11 Loma Linda Heights.

12 and,
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14 WHEREAS, Fredricks are the owners of real property situate in Klamath
15 Falls, Klamath County, State of Oregon, which is more particularly des-
16 cribed as:

17 Lot 6 Loma Linda Heights.

18 and,
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20 WHEREAS, said properties abut each other; and,

21 WHEREAS, Zamsky desire to construct a retaining wall which extends
22 into Fredricks' property; and,

23 WHEREAS, it is necessary for Fredricks to agree to the location of
24 said wall; and,

25 WHEREAS, as a part of the excavation of the said wall, Fredricks will
26 benefit by realizing more level lawn space and a back slope which is
27 more readily decorated than the existing back slope; and,

28 WHEREAS, Fredricks are therefore willing to agree to the construc-
29 tion of said retaining wall upon their property and to convey the
30 same to Zamsky; and,

31 WHEREAS, First Federal is beneficiary under an existing Trust Deed,
32 upon Fredricks' property and hereby agrees to release the same as it
relates to the property within the retaining wall; and,

1 WHEREAS, the said retaining wall has now been constructed of
2 concrete block filled with concrete;

3 NOW, THEREFORE, in consideration of the foregoing, it is hereby
4 agreed as follows:

5 1. Fredricks hereby convey and warrant to Zamsky all of Fredricks
6 right, title and interest, whether now existing or hereafter affirmed
7 to the real property more particularly described as follows:

8 That portion of Lot 6 of Loma Linda Heights lying
9 Northeastly of the Southwesterly face of a con-
10 crete block wall as it is now located, being a
strip of land approximately 2½ feet in width in
Klamath Falls, Klamath County, Oregon.

11 2. First Federal hereby requests its Trustee under that certain
12 Deed of Trust dated July 7, 1972 and recorded July 10, 1972 in
13 Volume M-72, at Page 7479, wherein James Bruce Baumgartner and Sally
14 Sue Baumgartner, husband and wife, are Grantors, and First Federal
15 is beneficiary and William Ganong is Trustee, which said Deed of Trust
16 was assumed by Fredricks by deed from said Baumgartners to Fredricks
17 dated January 17, 1973, recorded January 29, 1973, in Volume M-73,
18 at Page 1071 to reconvey to the Grantor of said Deed of Trust and said
19 Grantor's Successor's in interest the real property more particularly
20 described in Paragraph 1 above. By execution hereof said Trustee
21 under said Trust Deed hereby bargains, sells, and conveys but without
22 any covenant or warranty, expressed or implied, to the person or
23 persons legally entitled thereto, including those entitled thereto
24 under this instrument, all of the estate held by the undersigned in
25 and to the real property more particularly described in Paragraph 1
26 above. The remaining property described in said Trust Deed shall con-
27 tinue to be held by said Trustee under the terms of said deed. This
28 partial reconveyance is made without affecting the personal liability
29 of any person in payment of the indebtedness secured by said Trust
30 Deed.

31 IN WITNESS WHEREOF, the parties have set their hands and seals this

32 //

15977

1 5th day of December, 1974.

2 Steven A. Zamsky
3 Steven A. Zamsky

Ronald H. Fredricks
Ronald H. Fredricks

4 Robin L. Zamsky
5 Robin L. Zamsky

Sharron L. Fredricks
Sharron L. Fredricks

6 Trustee
7

FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION OF KLAMATH FALLS

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10
11 (CORPORATE SEAL)

By V. S. McClinton Pres

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21 J. ANTHONY GIACOMINI, ATTORNEY AT LAW, KLAMATH FALLS, OREGON

STATE OF OREGON)
County of Klamath) ss.

On the 5th day of December, 1974, personally appeared the
above named Steven A. Zamsky and Robin L. Zamsky, husband and wife,
and acknowledged the foregoing instrument to be their voluntary act
and deed.

Before me:

SEAL

Alameda E. Giacomini
Notary Public for Oregon
My Commission expires: Aug 5, 1978

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STATE OF OREGON)
County of Klamath) ss.

On the 11th day of Decmeber, 1974, personally appeared the above
named Ronald H. Fredricks and Sharron L. Fredricks, husband and wife,
and acknowledged the foregoing instrument to be their voluntary act
and deed.

Before me:

(SEAL)

Alameda E. Giacomini
Notary Public for Oregon
My Commission expires: Aug 5, 1978

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State of Oregon)
County of Klamath) ss.

On the 13th day of December, 1974, personally appeared the above

1 named William Loring J., as Trustee, and acknowledged
 2 the foregoing instrument to be his voluntary act and deed.

3 Before me:

4 (SEAL)

5 Reed Owens
 6 Notary Public for Oregon
 7 My Commission expires: 5-14-76

8 STATE OF OREGON)
 9) ss.
 10 County of Klamath)

11 On the 11 day of December, 1974, personally appeared, who being
 12 duly sworn, did say that he is the President of First Federal
 13 Savings and Loan Association of Klamath Falls, a corporation, and that
 14 the seal affixed to the foregoing instrument is the corporate seal of
 15 said corporation and that said instrument was signed and sealed on be-
 16 half of said corporation by authority of its Board of Directors; and
 17 he acknowledged said instrument to be its voluntary act and deed.

18 Before me:

19 (SEAL)

20 James D. Bouché
 21 Notary Public for Oregon
 22 My Commission expires: 10-25-78

23 STATE OF OREGON; COUNTY OF KLAMATH; ss.

24 Filed for record at request of

25 this 17th day of DECEMBER A.D. 1974 at 2:20 P.M., and
 26 duly recorded in Vol. N 74, of MORTGAGES on Page 15975

27 FEE \$ 8.00

28 Wm D. MILNE, County Clerk

29 By Ray L. Draz

30 RCT. Steve Zamsky
 31 C/O D. Giacomini, to Steve Zamsky
 32 635 MAIN ST
 CITY 97601

Agreement
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