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K-39362

Vol. 117 Page 3428

ASSIGNMENT OF TRUST DEED BY BENEFICIARY OR HIS SUCCESSOR IN INTEREST

FOR VALUE RECEIVED, the undersigned who is the beneficiary or his successor in interest under that certain trust deed dated October 10, 1980, executed and delivered by WILLIAM M. GANONG and MARIE I GANONG to U.S. NATIONAL BANK OF OREGON, grantor, S. FRANZ WOGAN and MARILYN M. WOGAN, trustee, in which on Oct. 13, 1980, in book/reel/volume No. M 20 on page 19271 or as fee/file/instrument/microfilm/reception No. _____ (indicate which) of the Mortgage Records of KLAMATH County, Oregon, and conveying real property in said county described as follows:

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

hereby grants, assigns, transfers and sets over to FLOYD E. BURKS and PAMELA L. BURKS, hereinafter called assignee, and assignee's heirs, personal representatives, successors and assigns, all his beneficial interest in and under said trust deed, together with the notes, moneys and obligations therein described or referred to, with the interest thereon, and all rights and benefits whatsoever accrued or to accrue under said trust deed.

The undersigned hereby covenants to and with said assignee that the undersigned is the beneficiary or his successor in interest under said trust deed and is the owner and holder of the beneficial interest therein; that he has good right to sell, transfer and assign the same, and the note or other obligation secured thereby, and that there is now unpaid on the obligations secured by said trust deed the sum of not less than \$30,798.23 with interest thereon from December 10, 1986.

In construing this instrument and whenever the context hereof so requires, the masculine gender includes the feminine and the neuter and the singular includes the plural.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal; if the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its Board of Directors.

DATED: February 27, 1987.

S. FRANZ WOGAN

MARILYN M. WOGAN

(If executed by a corporation, affix corporate seal)

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON,

County of Deschutes } ss.

This instrument was acknowledged before me on

February 27, 1987, by

S. FRANZ WOGAN and

MARILYN M. WOGAN

Beverly Ann McKay
(SEAL) Notary Public for Oregon

My commission expires: 7-8-89

STATE OF OREGON,

County of Deschutes } ss.

This instrument was acknowledged before me on Feb. 28

1987, by marilyn m. wogan

as

of

Dona Marie Woods

Notary Public for Oregon

My commission expires: 9-30-87

ASSIGNMENT OF TRUST DEED BY BENEFICIARY

S. FRANZ WOGAN

MARILYN M. WOGAN

Assignor

to

FLOYD E. BURKS

PAMELA L. BURKS

Assignee

AFTER RECORDING RETURN TO

FLOYD E. BURKS
P.O. BOX 5846
BEND, OR 97708

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

STATE OF OREGON, } ss.
County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____

Deputy

87 MAR 4 AM 10 46

EXHIBIT "A"

Vendors agree to sell to the Vendees and the Vendees agree to buy from the Vendors all of the following-described property situate in Klamath County, State of Oregon, to-wit:

PARCEL 1: A tract of land situated in the SW $\frac{1}{4}$ of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at a chiseled cross on a stone monument buried in the ground, said stone being North 41° East a distance of 1094 feet, more or less, by record from the one-fourth corner common to Sections 31 and 32, Township 38 South, Range 9, E.W.M.; thence South 52°00'00" East along the northerly line of the Barnhisel property 19.00 feet to a one-half inch iron pin, said point being the True Point of Beginning of this description; thence continuing South 52°00'00" East 191.65 feet; thence South 69°39' West 52.37 feet; thence South 47°31'00" West 49.10 feet; thence North 06°16'20" West 32.80 feet; thence North 37°51'20" West 114.87 feet; thence North 26°26'30" West 30.84 feet; thence North 50°08'40" East 28.79 feet to the True Point of Beginning, containing 10,095 square feet, with bearings based on recorded Surveys Numbered 1276, 2007 and 2126.

PARCEL 2: An undivided one-third interest in an existing private road right-of-way situated in the SW $\frac{1}{4}$ of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at a chiseled cross on a stone monument buried in the ground, said stone being North 41° East a distance of 1094 feet, more or less, by record from the one-fourth corner common to Sections 31 and 32, Township 38 South, Range 9 East of the Willamette Meridian, thence South 37°29'10" East a distance of 206.81 feet, said point being the True Point of Beginning of this description; thence South 47°31' West 230.92 feet; thence North 42°29' West 18.00 feet; thence North 47°31' East 235.25 feet; thence North 69°39' East 52.37 feet; thence South 52°00' East along said line 28.00 feet; thence South 74°34' West 64.53 feet to the true point of beginning; with the bearings of the above description based on recorded Surveys Numbered 1276, 2007 and 2126.

SUBJECT TO: The provision contained in that certain Agreement, dated June 18, 1974, between Howard Barnhisel and Maybelle E. Barnhisel, husband and wife, and Harry D. Boivin and Vivian M. Boivin, husband and wife, that said private road right-of-way shall be appurtenant to the real property then owned by said Howard Barnhisel and Maybelle E. Barnhisel, which said real property is more particularly described as Parcel 1 and Parcel 2 in Deed from Howard Barnhisel and Maybelle E. Barnhisel, husband and wife, to the California Oregon Power Company, dated May 16, 1947, and recorded May 22, 1947, in Deed Vol. 206, page 429, Records of Klamath County, Oregon, and that the cost of maintenance of said driveway shall be shared equally between the owners of the property adjacent to said driveway and that the use of said driveway shall not be impaired by any of the parties, their heirs and assigns, and that no portion of said driveway shall be used for the parking of trailers, boats or recreational vehicles of any kind.

PARCEL 3: An undivided one-third interest in and to the two tracts of common ground more particularly described as follows:

The Swimming Pool Tract described as follows:

A tract of land situated in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at a chiseled cross on a stone monument buried in the ground, said stone being North 41° East a distance of 1094 feet, more or less, by record from the one-fourth corner common to Sections 31 and 32, Township 38 South, Range 9 East of the Willamette Meridian; thence South 52°00'00" East along the Northerly line of the Barnhisel property 19.00 feet; thence South 50°08'40" West 28.79 feet; thence South 26°26'30" East 30.84 feet, thence South 37°51'20" East 42.04 feet; said point being the True Point of Beginning of this description; thence continuing South 37°51'20" East 72.83 feet; thence South 06°16'20" East 32.80 feet; on the Northwesterly line of that easement recorded in Deed Volume 206, page 429, and Deed Volume 328, page 538, as recorded in the Klamath County Deed Records; thence South 47°31'00" West along said easement line 89.33 feet; thence North 33°32'00" West 79.97 feet; thence North 56°33'30" East 60.78 feet; thence North 37°51'20" West 32.92 feet; thence North 52°08'40" East 39.60 feet to the True Point of Beginning, containing 8,522 square feet, with bearings based on recorded Surveys Numbered 1276, 2007 and 2126; and

The Tennis Court Tract described as follows:

A tract of land situated in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at a chiseled cross on a stone monument buried in the ground, said stone being North 41° East a distance of 1094 feet, more or less, by record from the one-fourth corner common to Sections 31 and 32, Township 38 South, Range 9 East of the Willamette Meridian; thence South 37°29'10" East a distance of 206.81 feet; to a one-half inch iron pipe set in concrete on the Southerly edge of the Barnhisel entrance road; thence South 47°31'00" West 267.92 feet; thence North 46°43'00" West 75.00 feet; thence North 34°31'00" West 45.78 feet to a one-half inch iron pin; said point being the True Point of Beginning of this description; thence continuing North 34°31'00" West 180.33 feet; thence North 56°02'30" East 67.01 feet; thence South 33°59'09" East 180.91 feet; thence South 56°33'30" West 65.34 feet to the True Point of Beginning, containing 11,952 square feet, together with any land lying between the Northeasterly bank of Link River and the Southwesterly side of the above-described tract of land, with bearings based on recorded Surveys Numbered 1276, 2007 and 2126.

TOGETHER WITH a 6-foot wide easement connecting tennis court and swimming pool tracts for the exclusive use of owners of common ground and their guests situated in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at a chiseled cross on a stone monument buried in the ground, said stone being North 41° East a distance of 1094 feet, more or less, by record from the one-fourth corner common to Sections 31 and 32, Township 38 South, Range 9 East of the Willamette Meridian; thence South 37°29'10" East a distance of 206.81 feet; thence South 47°31'00" West 267.92 feet; thence North 46°43'00" West 75.00 feet; said point being the True Point of Beginning of this description, said easement to be six feet in width, and on the right side of the following described line; thence North 34°31'00" West 45.78 feet; thence North 56°33'30" East 147.27 feet; together with any land lying between the Northeasterly bank of Link River and the Southwesterly side of the above-described easement, with bearings based on Surveys Numbered 1276, 2007 and 2126.

1 TOGETHER WITH a perpetual, non-exclusive easement in the existing "Joint
2 Usage" cast iron sewer line to provide sewage service from said Parcel 1
3 to the City of Klamath Falls sewer line, which runs along the East Bank
4 of Link River. Said easement is two feet wide, being one foot on each
5 side of a center line described as follows: Beginning at a point on the
6 Southeasterly Boundary of said Parcel 1, which is North 06'20" West along
7 said Southeasterly Boundary of said Parcel 1 a distance of 29.0 feet, more
8 or less, from the most Southerly corner of said Parcel 1; thence, South
9 52°30' West, a distance of 252.0 feet, more or less, to its intersection
10 with said City Sewer Line near the East Bank of Link River, together with
11 right of ingress and egress to said "Joint Usage" sewer line for the pur-
12 pose of maintaining, repairing and replacing the same as needed reserving
13 unto the landowners across whose land said easement crosses a like, per-
14 petual easement in said "Joint Usage" sewer line.

15 TOGETHER WITH a perpetual non-exclusive easement to discharge and drain
16 clean well water from Vendees' well on said Parcel 1 into the existing
17 spring, lily pond and swimming pool drain pipe which runs parallel to the
18 Southwesterly Boundary of said Parcel 1 across said Parcels 2 and 3.

19 TOGETHER WITH a perpetual, non-exclusive easement to and right to use the
20 existing irrigation system to irrigate said Parcels 1 and 3, but reserving
21 unto the Grantors and other adjacent Landowners, whose premises are also
22 irrigated by said existing irrigation system, a like perpetual easement
23 and right to use said existing irrigation system to irrigate their said
24 lands, and the Vendees, their heirs, grantees and assigns covenant and
25 agree to pay their pro-rata share of the cost of maintaining, repairing
26 and replacing said irrigation system as needed.

27 RESERVING UNTO GRANTORS, their heirs, grantees and assigns, a perpetual
28 easement across said Parcel 1 from the Oregon Water Company water line
29 in Conger Avenue to Grantors' premises adjoining Parcel 1 for domestic
30 water and meters as the same are now located, said easement to be forever
31 appurtenant to and for the benefit of Grantors' said adjoining premises
32 as the same now are or may hereafter be subdivided, together with right
of ingress and egress for the purpose of maintaining, repairing or replac-
ing said water line and meters.

RESERVING UNTO GRANTORS, their heirs, grantees and assigns, a perpetual
non-exclusive easement to be forever appurtenant to and for the benefit
of Grantors' said adjoining premises, as the same now are or may here-
after be subdivided, in the existing spring, lily pond and swimming pool
drain pipe which runs across Parcels 2 and 3.

RESERVING UNTO GRANTORS, their heirs, grantees and assigns, a perpetual
easement for a sewer line across the Tennis Court Tract of Parcel 3 from
Grantors' remaining premises to the City of Klamath Falls sewer line
which runs along the East Bank of Link River to provide sewage service
for and to be forever appurtenant to the Grantors' said remaining premi-
ses as the same now are or may hereafter be subdivided, together with
right of ingress and egress to said sewer line for the purpose of main-
taining, repairing and replacing the same as needed. The description of
said sewer line being a four-foot strip with the center line being de-
scribed as follows: Beginning at a point on the Northeasterly boundary
of Tennis Court Tract (Parcel 3) which is South 33°59'09" East 34.00
feet from the most Northerly corner of said Tennis Court Tract; thence
Southwesterly to a point on the Southwesterly boundary of Tennis Court
Tract which is South 34°31' West 31.8 feet from the most Westerly corner
of said Tennis Court Tract.

SUBJECT TO:

1. Taxes for 1975-76 now a lien but not yet payable.

- 1 2. Easement and Agreement for pipe line and irrigation, including the
2 terms and provisions thereof, given by Fred Heilbronner, et al., to
3 The California Oregon Power Company, a corporation, dated March 21,
4 1925, recorded April 25, 1925, in Vol. 65, page 512, Deed Records of
5 Klamath County, Oregon. (Affects Parcels 1, 2 and 3)
- 6 3. Release of water rights and easement for roadway, including the
7 terms and provisions thereof, given by Howard Barnhisel and Maybelle
8 E. Barnhisel, husband and wife, to The California Oregon Power Company,
9 a California Corporation, dated May 16, 1947, recorded May 22, 1947,
10 Vol. 206, page 429, Deed Records of Klamath County, Oregon. (Affects
11 Parcels 1, 2 and 3)
- 12 4. Easement regarding water line, electric power line, domestic water
13 system, including the terms and provisions thereof, in deed from
14 The California Oregon Power Company, a corporation, to Howard Barn-
15 hisel and Maybelle E. Barnhisel, husband and wife, dated April 30,
16 1947, recorded May 27, 1947, Deed Vol. 207, page 7, Records of Klamath
17 County, Oregon. (Affects Parcel 2 only)
- 18 5. Easement for road purposes on and over the Barnhisel Entrance Road,
19 including the terms and provisions thereof, dated September 11, 1947,
20 recorded September 12, 1947, Vol. 211, page 261, Deed Records of Klamath
21 County, Oregon. (Affects Parcel 2 only)
6. Easement and right of way to construct, maintain and repair sewer,
including the terms and provisions thereof, given by Howard Barnhisel
and Maybelle E. Barnhisel, husband and wife, to the City of Klamath
Falls, Oregon, dated October 31, 1960, recorded April 14, 1961, Vol.
328, page 538, Deed Records of Klamath County, Oregon. (Affects
Parcel 2 only)
7. Agreement and conveyance, including the terms and provisions thereof,
to establish boundary lines, dated June 10, 1968, recorded June 18,
1968, Vol. M68, page 5385, Deed Records of Klamath County, Oregon.
(Affects Parcel 2 only)
8. Agreement, dated July 21, 1975, between Howard Barnhisel and Maybelle
E. Barnhisel, husband and wife, David C. Elliott and Eloise J. Elliott,
husband and wife, and S. Franz Wogan and Marilyn M. Wogan, husband and
wife, concerning and restricting the use of Parcels 1, 2 and 3;

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the _____ 4th day
of _____ March A.D., 19 87 at 10:46 o'clock A M., and duly recorded in Vol. M87,
of _____ Mortgages on Page 3428

Evelyn Biehn,
By _____

County Clerk

FEE \$21.00