

36409

PARTIAL RECONVEYANCE

Vol. m91 Page 22113

KNOW ALL MEN BY THESE PRESENTS, That the undersigned trustee, or successor trustee, under that certain trust deed dated August 29, 1991, executed and delivered by Turnstone, Inc., an Oregon Corporation as grantor and in which Ernest R. Sessom and Doris C. Sessom, Husband and Wife is named as beneficiary, recorded September 4, 1991, in ~~book/reel~~ volume No. M91 at page 17684 or as fee/file/instrument/microfilm/reception No. microfilm (indicate which) of the mortgage records of

Klamath County, Oregon, having received from the beneficiary under said deed, or beneficiary's successor in interest, a written request to reconvey a portion of the real property covered by said trust deed, does hereby, for value received, grant, bargain, sell and convey, but without any covenant or warranty, express or implied, to the person or persons legally entitled thereto, all of the estate held by the undersigned in and to the following described portion of the real property covered by said trust deed, to-wit:

Lot 2, Block 1, TRACT 1260-MONTE VISTA RANCH, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The remaining property described in said trust deed shall continue to be held by the said trustee under the terms of said deed. This partial reconveyance is made without affecting the personal liability of any person for payment of the indebtedness secured by said trust deed.

In construing this instrument and whenever the context so requires the singular includes the plural.

IN WITNESS WHEREOF, the undersigned trustee has executed this document; if the undersigned is a corporation, it has caused its name to be signed and seal affixed by an officer duly authorized thereto by order of the Board of Directors.

Mountain Title Company of Klamath County

By: Jean Phillips

DATED: 10-17-, 1991

Trustee

(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 } ss.

This instrument was acknowledged before me on , 19....., by

(SEAL)

Notary Public for Oregon

My commission expires:



OFFICIAL SEAL
LINDA L. HALL
NOTARY PUBLIC - OREGON
COMMISSION NO. 006457
MY COMMISSION EXPIRES MAY 01, 1995

STATE OF OREGON,

County of Klamath } ss.

This instrument was acknowledged before me on October 22, 1991, by Jean Phillips as Operations Manager of Mountain Title Company of Klamath County.

Linda L. Hall
Notary Public for Oregon

My commission expires: 5-1-95

(SEAL)

PARTIAL RECONVEYANCE

Turnstone, Inc.

TO

Ernest R. Sessom and Doris C. Sessom

AFTER RECORDING RETURN TO
Ernest R. Sessom and Doris C. Sessom
1435 California Ave
Klamath Falls, OR 97601

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

STATE OF OREGON,
County of Klamath } ss.

I certify that the within instrument was received for record on the 22nd day of Oct., 1991, at 3:17 o'clock PM., and recorded in book/reel/volume No. M91 on page 22113 or as fee/file/instrument/microfilm/reception No. 36409, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
NAME TITLE

By Dorinda J. Phillips Deputy

Fee \$8.00

101 OCT 22 PM 3 17

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within 20 days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at seller's option shall have the following rights:

- (1) To declare this contract cancelled for default and null and void, and to declare the purchaser's rights forfeited and the debt extinguished, and to retain sums previously paid hereunder by the buyer;
- (2) To declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable; and/or
- (3) To foreclose this contract by suit in equity.

In any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revest in said seller without any act of re entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect seller's right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 13,200.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).

In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and if an appeal is taken from any judgment or decree of the trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the context so requires, the singular pronoun shall be taken to mean and include the plural and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors in interest and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

[Handwritten signatures: Jonathan Martin & Martina Martin]
[Handwritten signature: Cathy Cogar]

* BUYER: Comply with ORS 93.905 et seq prior to exercising this remedy.

NOTE—The sentence between the symbols Ⓢ, if not applicable, should be deleted. See ORS 93.030.

(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 Klamath) ss.

This instrument was acknowledged before me on October 21, 1991, by

CATHY COGAR

[Handwritten signature: Kristi L. Redd]
 Notary Public for Oregon

(SEAL)

My commission expires: 11/16/91

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on October 15, 1991, by JONATHAN MARTIN & MARTINA MARTIN

and

and

[Handwritten signature: Kristi L. Redd]
 Notary Public for Oregon

My commission expires: 11/16/91

(SEAL)

ORS 93.635 (1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are bound thereby.

ORS 93.930(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 22nd day of Oct. A.D., 1991 at 3:17 o'clock PM., and duly recorded in Vol. M91 of Deeds on Page 22111.

FEE \$33.00

Evelyn Biehn - County Clerk

By *[Handwritten signature: Evelyn Biehn]*