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STATE OF OREGON  
EMPLOYMENT DIVISION  
DEPARTMENT OF HUMAN RESOURCES  
SALEM, OREGON 97311

Vol. 91 Page 23840

RECEIVED  
KLAMATH COUNTY  
SHERIFF'S OFFICE

WARRANT  
AND WRIT OF EXECUTION

WARRANT NO. 91 NOV 12 AM 9:41

WARRANT DATE November 8, 1991

ACCOUNT NO. 654677

Michael Matwich, SS# 557-68-3462  
Michael Carson, SS# 530-30-1636  
and each of them  
Individually and DBA Brass Oak Restaurant & Lounge

TO: Carl Burkhardt, Sheriff, Klamath County, Oregon

## ASSESSMENTS

DATE	QTR.	YEAR	(ORS 657.681) TAX	(ORS 657.515) PENALTY	(ORS 657.662 AND .663) PENALTY
5-16-91	Fourth	1990	\$ 360.40	\$ 36.04	\$

Accumulated Interest (ORS 657.515) \$ 54.06

TOTAL: Tax, Interest and Penalty

\$ 450.50

Less Credits

\$

Collection Charge

\$

5.00

Filing Fees

\$

15.00

Sheriff's Processing Fee

\$

6.25

TOTAL DUE EMPLOYMENT DIVISION

\$

476.75

Additional interest on \$ 360.40 at the rate of one and one-half percent (1 1/2%) per month or fraction of a month after

\$

November 30, 1991  
Sheriff's Charges on Execution

\$

\$

TOTAL TO COLLECT

## TO SHERIFF:

The foregoing taxes having been lawfully assessed and no valid application for hearing having been filed from the assessment, the assessment is final and pursuant to ORS 657.681 the amount is fixed. NOW THEREFORE, pursuant to ORS 657.642, YOU ARE HEREBY COMMANDED to satisfy the above claim (including tax, interest, penalty, collection charge, docket fee and your costs of executing this warrant) out of the personal property of the employer, and if sufficient personal property cannot be found, then out of the real property belonging to the employer, and to pay to the Assistant Director for Employment, Department of Human Resources, the money collected pursuant to the warrant within 65 days of the date of this warrant.

EXECUTED AT SALEM, OREGON, BY DIRECTION OF

PAMELA A. MATTSON  
Assistant Director, DHR  
Administrator, Employment Division



By Pamela Mattson  
Authorized Representative of Assistant Director

91 NOV 14 PM 2 08

23839

We are prepared to issue a Title Insurance Policy in the amount shown above insuring title to the land hereinafter described:

Beginning at a stake at the Southeast corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 7, Township 39 South, Range 10 E.W.M., thence North 71°16' West 185 feet along the Northerly line of the Klamath Falls-Lakeview Highway to a stake; thence South 89°52' West 40.7 feet to a stone marked with an x; thence North 0°03' West 360 feet to a stone marked with an x, said stone being on the Southerly bank of a ditch; thence Easterly along the Southerly bank of said ditch to a point which is North 0°03' West from the point of beginning; thence South 0°03' East 425 feet to the point of beginning, containing 2 acres, more or less, and being situate in the Southeast corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 7, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title co. the 14th day  
of Nov. A.D., 19 91 at 1:36 o'clock P. M., and duly recorded in Vol. M91,  
of Mortgages on Page 23837  
By Evelyn Biehn County Clerk  
Pauline Mullendore

FEE \$18.00

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto **except for a first mortgage to in the amount of the present balance.**

and that he will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

- (a) primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below),  
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein, in construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

**IMPORTANT NOTICE:** Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary **MUST** comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a **FIRST** lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1308 or equivalent; if this instrument is **NOT** to be a first lien, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1308, or equivalent. If compliance with the Act is not required, disregard this notice.

If the signer of the above is a corporation, use the form of acknowledgement opposite)

STATE OF OREGON, )

County of \_\_\_\_\_ ) ss.

Personally appeared the above named \_\_\_\_\_

**KARA LEE NIELSON**

\_\_\_\_\_ and acknowledged the foregoing instrument to be \_\_\_\_\_ voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: \_\_\_\_\_

STATE OF OREGON, County of Clatsop ) ss.

11-16- 1991.

Personally appeared \_\_\_\_\_ and \_\_\_\_\_ who, each being first

duly sworn, did say that the former is the \_\_\_\_\_

president and that the latter is the \_\_\_\_\_

secretary of \_\_\_\_\_

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Robert Leroy Blair  
Notary Public for Oregon

My commission expires: 5/21/92

(OFFICIAL SEAL)

#### REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to \_\_\_\_\_

DATED: \_\_\_\_\_, 19 \_\_\_\_\_

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

#### TRUST DEED

(FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Grantor

Beneficiary

SPACE RESERVED  
FOR  
RECORDER'S USE

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

AFTER RECORDING RETURN TO  
**Sears Consumer Financial Corporation of Delaware**  
18581 Teller Ave., Suite 200  
Irvine, CA 92713