

86446

MTC 4085-2
WARRANTY DEEDVol. M80 Page 12350

24720

KNOW ALL MEN BY THESE PRESENTS, That Jess Lester Hoback and Rosalie M. Hoback, Husband and Wife hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by Joseph Kirk and Donna Kirk, Husband and Wife, hereinafter called the grantees, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

Lots 10 and 11, Block 11, SOUTH CHILOQUIN ADDITION to the City of Chiloquin according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SUBJECT TO: 1. City Liens, if any, due to the City of Chiloquin.
2. Sewer and water charges, if any, due to the City of Chiloquin.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except those stated above, or those apparent upon the land, if any, as of the date of this deed.

grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$3,800.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole part of the consideration (indicate which). (The sentence between the symbols ©, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 3 day of July, 1980; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If executed by a corporation, affix corporate seal)

Jess Lester Hoback
Jess Lester Hoback

Rosalie M. Hoback
Rosalie M. Hoback

STATE OF OREGON,

County of Klamath ss.July 3, 1980.

Personally appeared the above named Jess Lester Hoback and Rosalie M. Hoback and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires:

July 13, 1981

STATE OF OREGON, County of Klamath ss.

Personally appeared

and each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said 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:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

Jess Lester Hoback and Rosalie M. Hoback

GRANTOR'S NAME AND ADDRESS

Joseph and Donna Kirk

P.O. Box 864

Chiloquin, Oregon 97624

GRANTEE'S NAME AND ADDRESS

After recording return to:

as above

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

as above

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of Klamath ss.

I certify that the within instrument was received for record on the 3rd day of July, 1980, at 3:26 o'clock P.M., and recorded in book M80 on page 12350 or as file/reel number 86446.

Record of Deeds of said county. Witness my hand and seal of County affixed.

Wm. D. Milne

By Bernetha A. Hitt Recording Officer
Deputy

Fee \$3.50

EXHIBIT B PAGE OF

MOUNTAIN TITLE COMPANY

24721

BENEFICIARY'S COLLATERAL ASSIGNMENT
OF TRUST DEED

BENEFICIARY/ASSIGNOR:

JOSEPH S. KIRK and DONNA R. KIRK, Husband and Wife

CONVEY AND ASSIGN TO

ASSIGNEE:

CHARLES R. NELSON and NORA NELSON, Husband and Wife

all Beneficiary's right, title and interest in that Trust Deed which is current and not in default, and the property described therein as follows:

1. Beneficiary: JOSEPH S. KIRK and DONNA R. KIRK, Husband and Wife
2. Grantor: MARK ALLEN COOK and ROBIN RAE COOK, Husband and Wife
3. Dated: May 30, 1986
4. Recorded: June 2, 1986
5. Property Description: See attached Exhibit "A" which by reference is made a part hereof.
6. Unpaid Balance: 37,180.80
7. The true and actual consideration for the Collateral Assignment is \$ 15,000.00
8. Collateral Security For: payment of an Installment Note in the amount of \$15,000.00, monthly installments of \$358.68, total amount due 6-1-92.

This assignment is given as collateral security for the payment of the indebtedness described in item 8 above, which the Assignor covenants and agrees to pay in accordance with its terms. Further the Assignee is hereby irrevocably appointed attorney-in-fact for Assignor to collect all proceeds of any insurance and, at its option, apply any insurance proceeds to the indebtedness hereby secured or to rebuilding or restoring the premises or to do anything or execute any other document contemplated by the terms of this assignment.

In the event of any default in the obligation described in item 8 above, or in the event of Grantor's default in the payment of the contract described in items 1 through 6 above, the Assignee shall and is hereby entitled to pursue any remedy allowed him by law and the security agreements hereby assigned.

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If suit or action is brought by Assignee to enforce any of its rights hereunder, Assignee shall be entitled to recover a judgment for its reasonable costs and attorney's fees therein incurred.

If the indebtedness described in item 6 is fully paid in accordance with its terms, this assignment shall be void and all documents held by the Assignee shall be returned to Assignor or those parties entitled thereto without demand and the Assignee shall execute such conveyances or assignments as then necessary to clear the interest from the property that this assignment creates.

From funds arising from any sale of the Collateral Security, the Assignee may retain the principal and interest remaining unpaid thereon, together with the costs and charges of making such sale of any kind, and the amount of any taxes or other lien or insurance paid, together with interest from the date of such payment at the same rate as that of the Security Agreement which this assignment was given to secure. The overplus, if any, shall be paid to said Assignor.

DATED AND EXECUTED: October 5, 1987

BENEFICIARY/ASSIGNOR:

ASSIGNEE:

Joseph S. Kirk
Joseph S. Kirk
Donna R. Kirk
Donna R. Kirk

Charles R. Nelson
Charles R. Nelson
Nora Nelson
Nora Nelson

STATE OF OREGON)
County of Marion) ss.

October 5, 1987

Personally appeared the above named JOSEPH S. KIRK and DONNA R. KIRK and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Deane R. Levison
Notary Public for Oregon
My commission expires: 5-20-91

STATE OF OREGON)
County of Marion) ss.

October 5, 1987

Personally appeared the above named CHARLES R. NELSON and NORA NELSON and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Deane R. Levison
Notary Public for Oregon
My commission expires: 5-20-91

Tax Account #30028784 and 30028777
After recording return to:
Key Escrow Company - Attn: **EXHIBIT**
P.O. Box 71
Salem, OR 97308

PAGE

Lienholder:

Charles R. and Nora Nelson
17518 Painter Loop N.E.
Hubbard, OR 97032

PARCEL I: A parcel of land in the North Half of the Northwest Quarter of the Southwest Quarter of Section 2, Township 35 South, Range 6 West of the Willamette Meridian, Josephine County, Oregon, and being a portion of that parcel of land described as Parcels I and II in deed recorded in Volume 319, Page 152, Josephine County Deed Records and also a portion of that parcel of land described in deed recorded in Volume 320, Page 659, said Deed Records, said portions being described as follows: Beginning at the Northeast Corner of Parcel I described in said deed; thence North $89^{\circ} 38' 05''$ West, along the North line of said Parcel I, a distance of 329.7 feet; thence South $0^{\circ} 00' 38''$ West, parallel with the East line of the Northwest Quarter of the Southwest Quarter of Section 2, a distance of 25 feet, more or less, to a point lying 25 feet South of and perpendicular to said North line of said Parcel I, being the True Point of Beginning; thence South $0^{\circ} 00' 38''$ West, parallel with the East line of the Northwest Quarter of the Southwest Quarter of Section 2, a distance of 311 feet, more or less, to the South line of the North Half of the Northwest Quarter of the Southwest Quarter of Section 2; thence North $89^{\circ} 40' 48''$ West; along said South line, 334 feet, more or less, to the Southwest corner Parcel II described in Deed recorded in Volume 319, Page 152, said Deed Records; thence North $0^{\circ} 00' 38''$ East, along the West line of said Parcel II, a distance of 23.43 feet to the Southeast Corner of the parcel of land described in deed recorded in Volume 320, Page 659, said Deed Records; thence South $89^{\circ} 52' 48''$ West, along the South line of last mentioned parcel, 184.79 feet; thence North $0^{\circ} 00' 38''$ East, parallel to the East line of the North Half of the Northwest Quarter of the Southwest Quarter of Section 2, a distance of 284 feet, more or less, to a point lying 25 feet South of and perpendicular to the North line of Parcel I referred to above; thence South $89^{\circ} 38' 05''$ East, parallel to said North line, 513 feet, more or less, to the true point of beginning.

ALSO a strip of land 25 feet wide lying along, contiguous to and Southerly of a line beginning at the Northwest Corner of the above described parcel of land and running thence North $89^{\circ} 38' 05''$ West, parallel to the North line of Parcel I of deed recorded in Volume 319, Page 152, said Deed Records, 457 feet, more or less, to the East right of way line of Monument Drive.

PARCEL II: A parcel of land in the North Half of the Northwest Quarter of the Southwest Quarter of Section 2, Township 35 South, Range 6 West of the Willamette Meridian, Josephine County, Oregon and being a portion of that parcel described in deed recorded in Volume 319, Page 152, Josephine County Deed Records described as follows:

Beginning at the Northeast corner of Parcel I described in said deed; thence North $89^{\circ} 38' 05''$ West, along the North line of said Parcel I, 329.7 feet; thence South $0^{\circ} 00' 38''$ West, parallel with the East line of the Northwest Quarter of the Southwest Quarter of Section 2, 336 feet, more or less, to the South line of the North Half of the Northwest Quarter of the Southwest Quarter of said Section 2; thence South $89^{\circ} 40' 48''$ East along said South line, 330 feet, more or less, to the East line of the Northwest Quarter of the Southwest Quarter of said Section 2; thence North $0^{\circ} 00' 38''$ East, along said East line, 338.80 feet to the point of beginning.

ALSO a strip of land 25 feet wide lying along, contiguous to and Southerly of a line beginning at the Northwest corner of the above described parcel of land; thence North $89^{\circ} 38' 05''$ West a distance of 974.05 feet to the East right of way line of Monument Drive.

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STATE OF OREGON,
County of Klamath ss.

Filed for record at request of:

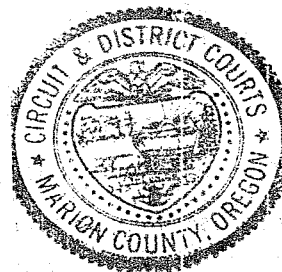
Mountain Title co
on this 10th day of Aug A.D., 19 94
at 3:01 o'clock P M. and duly recorded
in Vol. M94 of Deeds Page 24710

Evelyn Biehn County Clerk

By Quinn Miller

Deputy.

Fee, \$100.00



STATE OF OREGON ss.
County of Marion
The foregoing copy has been compared and
is certified by me as a full, true and correct
copy of the original on file in my office and in
my custody.
In Testimony Whereof, I have hereunto set
my hand and affixed the seal of the

Court on: 7-27-94
TRIAL COURT ADMINISTRATOR

By James R. Grier