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03-03-95PC1-40 RCVD

01-0-95A10:51 RCVD

Vol. m95 Page 4773

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

ROGER A. NELSON, P.C.

9045 SW BARBUR BLVD., SUITE 1

PORTLAND, OR 97219

After recording return
to:

ROGER A. NELSON, P.C.

9045 SW BARBUR BLVD., SUITE 1

PORTLAND OR 97219

NON-MERGER DEED

The Grantors, STEPHEN O'BRIEN, DARLENE O'BRIEN AND EMPIRE COMMUNICATIONS, INC. (herein collectively the "Grantor"), for the consideration hereinafter set forth, convey to DONALD R. LEBEAU AND SUZANNE LEBEAU, husband and wife, (hereinafter collectively the "Grantee"), that certain real property situated in the County of Klamath, State of Oregon, more particularly described on Exhibit A which is attached hereto and incorporated herein by this reference, together with all the fixtures, tenements, hereditaments and appurtenances thereto belonging or in any way appertaining (hereinafter collectively the "Property").

The true consideration for the within conveyance is the Grantee's covenant, as herein set forth, not to bring any suit against Grantor to collect any debt evidenced and secured by that certain Contract dated November 5, 1992 in Volume M92, page 28238, Deed Records of Klamath County, Oregon (herein "Contract"), wherein Donald R. LeBeau and Suzanne LeBeau are the Seller, and Stephen

1 - NON-MERGER DEED

THIS DEED IS BEING RE-RECORDED TO CORRECT LEGAL

O'Brien and Darlene O'Brien are the Buyer. (Stephen O'Brien and Darlene O'Brien have deeded the property to Empire Communications, Inc.).

This deed is absolute in effect and conveys all of the Grantor's collective right, title and interest in and to the Property to Grantee and is not intended as a mortgage, trust conveyance or security agreement of any kind. This instrument shall not effect a merger of the fee ownership and the Purchaser's interest in the Contract. The fee and the equitable lien shall hereafter remain separate and distinct until merged by a separate instrument executed by the Grantee.

The Grantee shall retain and have the right to foreclose Grantee's lien in any manner provided by law.

The Grantor hereby waives, surrenders, conveys and relinquishes any equity of redemption or statutory rights of redemption governing the Property and the Contract.

The Grantor is not acting under any duress or undue influence with respect to the execution and delivery of this Deed. The Grantor acknowledges full understanding of the effect of this Deed and acknowledges having been fully represented by legal counsel to the extent Grantor so desires. This conveyance is not made in preference to the Grantee over other creditors, if any, of the Grantor.

Grantee shall have no obligation to return to Grantor any sums previously or contemporaneously paid to or on behalf of or for the benefit of Grantee by Grantor for any cause whatsoever.

If litigation is instituted to enforce or interpret any provision hereof, the prevailing party in such litigation shall be entitled to recover from the losing party, in addition to all other relief, its costs and expenses incurred in connection with such litigation, including the costs of title reports and including the prevailing party's reasonable attorney's fees, both at trial and on appeal, such amounts to be set by the court before the matter is heard.

By acceptance of this Deed, which shall occur only upon the recording hereof by Grantee, Grantee agrees not to bring suit against the Grantor to collect the debt, repayment of which is secured by the Contract covering the Property wherein Stephen O'Brien and Darlene O'Brien is the Purchaser and Grantee is the Seller.

THIS INSTRUMENT WILL NOT ALLOW THE 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.

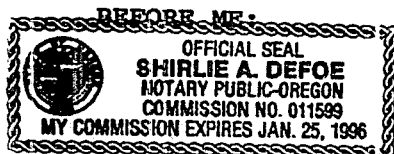
The President and Secretary, who are executing this Deed on behalf of Empire Communications, Inc., represent that they are duly authorized by Empire Communications, Inc. to execute this Deed.


DATED this 11 day of August, 1994.

Stephen O'Brien
STEPHEN O'BRIEN

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corporation by authority of its board of directors; and they
acknowledged said instrument to be its voluntary act and deed.




Notary Public for Oregon
My commission expires: 1-25-96

c:\misc\obriennon.mer

Darlene O'Brien
DARLENE O'BRIEN

EMPIRE COMMUNICATIONS, INC.

By: Darlene S. O'Brien
President

Darlene S. O'Brien
Secretary

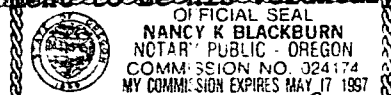
STATE OF OREGON

County of Deschutes

ss.

Personally appeared the above named STEPHEN O'BRIEN and acknowledged the foregoing instrument to be his voluntary act and deed.

BEFORE ME:



Nancy K. Blackburn
Notary Public for Oregon
My commission expires: 5-17-97

STATE OF OREGON

County of Deschutes

ss.

Personally appeared the above named DARLENE O'BRIEN and acknowledged the foregoing instrument to be her voluntary act and deed.

BEFORE ME:



Shirlee A. Defoe
Notary Public for Oregon
My commission expires: 1-25-96

STATE OF OREGON

County of Deschutes

s.

Personally appeared the above named Darlene O'Brien ~~and~~ Darlene O'Brien, who being duly sworn did say that they are the president and secretary of Empire Communications, Inc., and that the said instrument was signed on behalf of said

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EXHIBIT A TO
NON-MERGER DEED

The E 1/2 NW 1/4 of Section 22, Township 23 South, Range 10
East of the Willamette Meridian, Klamath County, Oregon, LESS AND
EXCEPTING that portion lying within the right of way of the Great
Northern Railroad.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co the 10th
of Jan A.D., 19 95 at 10:50 o'clock A.M., and duly recorded in Vol. 5195
of Deeds on Page 672

FEE \$55.00

INDEXED

Bernetha G. Letsch

County Clerk

By Quinn M. Miller

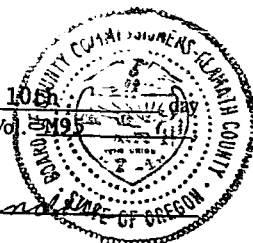


EXHIBIT A TO
NON-MERGER DEED

The E $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 22, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, LESS AND EXCEPTING that portion lying within the right of way of the Great Northern Railroad.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co the 3rd day
of March A.D., 19 95 at 2:40 o'clock P M., and duly recorded in Vol. M95,
of Deeds on Page 4773

FEB \$35.00

Bernetha G. Letsch, County Clerk
By Randene Millendore