

NL

4267 NTC 34393

WARRANTY DEED

Vol. 195 Page 21202

KNOW ALL MEN BY THESE PRESENTS, That Clairyce A. Dolson, a married woman as her sole and separate property.hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by Bluford P. Rowland, a widowerhereinafter called the grantee, does hereby grant, bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Klamath County, State of Oregon, described as follows, to-wit:

FOR COMPLETE LEGAL DESCRIPTION SEE ATTACHED EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the grantee and grantee's heirs, successors and assigns forever.

And grantor hereby covenants to and with 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

and that grantor will warrant and forever defend the 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 \$25000.00However, 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 \oplus , if not applicable, should be deleted. See ORS 93.030.)

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

In Witness Whereof, the grantor has executed this instrument this 28th day of July, 1995; if a corporate grantor, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so 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.

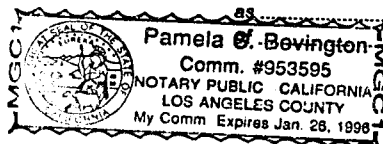
Clairyce A. Dolson

Clairyce A. Dolson

CALIFORNIA
STATE OF OREGON, County of LOS Angeles ss.This instrument was acknowledged before me on July 23, 1995,by Pamela S. Bevington

This instrument was acknowledged before me on _____, 19____,

by _____

Pamela S. Bevington
Notary Public for Oregon
My commission expires 1-26-96

Clairyce A. Dolson

P.O. Box 93560

Rosamond, CA 93560

Grantor's Name and Address

Bluford P. Rowland

P.O. Box 923

Rosamond, CA 93560

Grantee's Name and Address

After recording return to (Name, Address, Zip):

Bluford P. Rowland

P.O. Box 923

Rosamond, CA 93560

Until requested otherwise send all tax statements to (Name, Address, Zip):

Bluford P. Rowland

P.O. Box 923

Rosamond, CA 93560

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of _____ } ss.

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 _____ and/or as fee/file/instrument/microfilm/reception No. _____, Record of Deeds of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____, Deputy.

EXHIBIT "A"

A parcel of land situated in Section 13, Township 35 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon being more particularly described as follows:

Commencing at the Southeast Corner of the N1/2 SW1/4 of said Section 13; thence South 88 degrees 47' 09" West along the South line of said N1/2 SW1/4, 150.57 feet to the POINT OF BEGINNING of this description; thence, continuing along said South Line, South 88 degrees 47' 09" West, 748.76 feet to a 5/8 inch iron pin; thence leaving said South Line North 00 degrees 13' 51" East, 703.78 feet to a 5/8 inch iron pin; thence North 83 degrees 24' 13" East, 202.91 feet to a 5/8 inch iron pin marking the beginning of a curve to the left; thence along the arc of a 130.00 feet radius curve to the left (delta = 31 degrees 02' 27"; long chord = North 67 degrees 52' 59" East, 69.57 feet) 70.43 feet to a 5/8 inch iron pin at the end of curve; thence North 52 degrees 21' 46" East, 2.38 feet to a 5/8 inch iron pin on the Southerly right-of-way line of the Sprague River Highway and the beginning of a curve to the left; thence along said Southerly right-of-way line and the arc of a 2904.93 feet radius curve to the left (delta = 6 degrees 38' 47"; long chord = South 41 degrees 33' 08" East, 336.79 feet) 336.98 feet to the end of curve; thence South 44 degrees 52' 31" East, 524.53 feet; thence leaving said Southerly right-of-way line South 45 degrees 07' 29" West, 163.15 feet to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 9th day
of August A.D., 19 95 at 3:24 o'clock P M., and duly recorded in Vol. M95
of Deeds on Page 21202.

Bernetha G. Letsch, County Clerk

By *Pauline Mulendore*

FEE \$35.00

4268

RECORDATION REQUESTED BY:

WESTERN BANK
2885 South Sixth Street
P.O. Box 1864
Klamath Falls, OR 97601-0234

WHEN RECORDED MAIL TO:

WESTERN BANK
2885 South Sixth Street
P.O. Box 1864
Klamath Falls, OR 97601-0234

SEND TAX NOTICES TO:

WESTERN BANK
2885 South Sixth Street
P.O. Box 1864
Klamath Falls, OR 97601-0234

08-09-95P03:24 RC

UTC1396-7575

ASSIGNMENT OF LAND SALE CONTRACT

THIS ASSIGNMENT OF LAND SALE CONTRACT IS DATED June 29, 1995, BETWEEN WILFRED A. JOHNSON and JIMMIE LOU JOHNSON (referred to below as "Grantor"), whose address is 4170 ADELAIDE, APT. A, KLAMATH FALLS, OR 97603; and WESTERN BANK (referred to below as "Lender") whose address is 2885 South Sixth Street, P.O. Box 1864, Klamath Falls, OR 97601-0234.

ASSIGNMENT AND GRANT OF SECURITY INTEREST. For valuable consideration, Grantor grants a security interest in and assigns to Lender all of Grantor's right, title and interest in and to the Collateral described below to secure the indebtedness and agrees that Lender shall have the rights stated in this Agreement with respect to the Collateral and the Property covered by the Contract, in addition to all other rights which Lender may have by law.

DEFINITIONS. The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Agreement. The word "Agreement" means this Assignment of Land Sale Contract between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Collateral.

Buyer. The word "Buyer" means JOAN B. DANIEL, whose address is 1004 ELDORADO, KLAMATH FALLS, OR. 97601.

Collateral. The word "Collateral" means all of Grantor's right, title and interest in and to the Contract and the Property covered by the Contract. In addition, the word "Collateral" includes all of the following:

- (a) All proceeds (including insurance proceeds) from the sale or other disposition of any of the property described in this Collateral section.
- (b) All existing or subsequently erected or affixed improvements or fixtures, all rents, revenues, income, issues, and profits from the Property, all equipment, furnishings, and other articles of personal property now or subsequently located on or used in connection with the Property, and all additions, substitutions, and replacements of any of the foregoing.
- (c) All records relating to any of the property described in this Collateral section, whether in the form of a writing, microfilm, microfiche, or electronic media.

Contract. The word "Contract" means the land sale contract dated September 26, 1990 in which WILFRED A. JOHNSON and JIMMIE LOU JOHNSON is the seller and JOAN B. DANIEL is the buyer. The Contract was recorded as follows: DOCUMENT RECORDED OCTOBER 2, 1990 IN RECORDS OF KLAMATH COUNTY, STATE OF OREGON, VOL. M90, PAGE 19918. and covers the following real property located in KLAMATH County, State of Oregon:

SEE ATTACHED EXHIBIT "A"

The Real Property or its address is commonly known as 229 N. ALAMEDA, KLAMATH FALLS, OR 97601.

Grantor. The word "Grantor" means WILFRED A. JOHNSON and JIMMIE LOU JOHNSON.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Agreement, together with interest on such amounts as provided in this Agreement.

Note. The word "Note" means the promissory note or credit agreement dated June 29, 1995, in the original principal amount of \$39,374.45 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all property covered by the Contract, whether real property or personal property, whether now or hereafter existing, and whether now or hereafter covered by the Contract.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

RIGHT OF SETOFF. I grant to Lender a contractual possessory security interest in, and hereby assign, convey, deliver, pledge and transfer to Lender, all my right, title and interest in and to all my accounts with Lender (whether checking, savings, or some other account). This includes all accounts I