## WARRANTY DEED

Vol\_M99\_Page 45086

ROBERT P. KINGZETT,

Grantor(s) hereby grant, bargain, sell, warrant and convey to:

KENNETH R. DOLLINGER and LINDA J. DOLLINGER, as tenants by the entirety, Grantee(s) and grantee's heirs, successors and assigns the following described real property, free of encumbrances except as specifically set forth herein in the County of KLAMATH and State of Oregon, to wit:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

ACCT 3407 15AA 00500

**KEY 191438** 

ACCT 3407 15AA 00600

KEY 191447

SUBJECT TO: all those items of record and those apparent upon the land, if any, as of the date of this deed and those shown below, if any: and the 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.

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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true and actual consideration for this conveyance is

14,000.00

Until a change is requested, all tax statements shall be sent to Grantee at the following address: 206 S.E. FORD STREET, MCMCINNVILLE, OR 97128

Dated this \_\_\_\_\_ day of November, 1999.

ROBERT P. KINGZETT

State of Oregon County of KLAMATH

This instrument was acknowledged before me on Wember 11, 1999 by ROBERT P. KINGZETT.

OFFICIAL SEAL
MARION GRANTHAM
NOTARY PUBLIC-OREGON
COMMISSION NO. 081144
MY COMMISSION EXPIRES JAN 22, 2001

My commission expires

ESCROW NO. MT49594-MG

Return to:

KENNETH R. DOLLINGER

206 S.E. FORD STREET

MCMCINNVILLE, OR 97128

State of Oregon, County of Klamath Recorded 11/12/99, at //://a.m. In Vol. M99 Page 45086 Linda Smith,

County Clerk

Fee\$<u> 35</u>°

# EXHIBIT "A" LEGAL DESCRIPTION

#### PARCEL 1

Lot 5 in Block 1 of WOODLAND PARK, together with an undivided 1/88th interest in the following described land, 2 parcels situated in Lots 1 and 2, Section 15, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

### PARCEL A

Beginning at the Northwest corner of said Section 15, Township 34 South Range 7 East of the Willamette Meridian, Klamath County, Oregon, an running; thence along the North line of said North 89 degrees 42' 15" East 400 feet; thence South 62.42 feet; thence South 46 degrees 57' 20" West 408.82 feet to the Northeasterly bank of the Williamson River; thence following said river bank North 37 degrees 53' 20" West 136.90 feet; thence North 16 degrees 33' West 60.98 feet to the West line of Section 15; thence Northerly on said Section line 172.92 feet to the point of beginning.

### PARCEL B

Beginning at the Northwest corner of Section 15, Township 34 South Range 7 East of the Willamette Meridian, Klamath County, Oregon and running thence North 89 degrees 42' 15" East 400.00 feet along the North line of said Section 15; thence South 62.42 feet; thence South 50 degrees 43' 50" East 453.16 feet; thence South 76 degrees 17' 30" East 886.79 feet to the true point of beginning of this description; thence South 35 degrees 56' 30" West 446.55 feet to a point on the Northeasterly bank of Williamson River; thence South 45 degrees 32' 20" East 84.00 feet; thence North 44 degrees 52' 10" East 411.58 feet; thence North 34 degrees 25' 40" West 156.01 feet, more or less, to the true point of beginning of this description.

### PARCEL 2

Lot 6 in Block 1 of WOODLAND PARK, together with an undivided 1/88th interest in the following described land, 2 parcels situated in Lots 1 and 2, Section 15, Township 34 South, Range 7 East of the Willamette Meridian, and being more particularly described as follows:

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Beginning at the Northwest corner of said Section 15, Township 34 South Range 7 East of the Willamette Meridian, Klamath County, Oregon, an running; thence along the North line of said North 89 degrees 42' 15" East 400 feet; thence South 62.42 feet; thence South 46 degrees 57' 20" West 408.82 feet to the Northeasterly bank of the Williamson River; thence following said river bank North 37 degrees 53' 20" West 136.90 feet; thence North 16 degrees 33' West 60.98 feet to the West line of Section 15; thence Northerly on said Section line 172.92 feet to the point of beginning.

### PARCEL B

Beginning at the Northwest corner of Section 15, Township 34 South Range 7 East of the Willamette Meridian, Klamath County, Oregon and running thence North 89 degrees 42' 15" East 400.00 feet along the North line of said Section 15; thence South 62.42 feet; thence South 50 degrees 43' 50" East 453.16 feet; thence South 76 degrees 17' 30" East 886.79 feet to the true point of beginning of this description; thence South 35 degrees 56' 30" West 446.55 feet to a point on the Northeasterly bank of Williamson River; thence South 45 degrees 32' 20" East 84.00 feet; thence North 44 degrees 52' 10" East 411.58 feet; thence North 34 degrees 25' 40" West 156.01 feet, more or less, to the true point of beginning of this description.

DEED TRUST

Vol<u>M99</u> Page 45088

Land Control of the C

KENNETH R. DOLLINGER and LINDA J. DOLLINGER 206 S.E. FORD STREET MCMCINNVILLE, OR 97128

MCMCINNVILLE, OR Grantor
ROBERT P. KINGZETT
1225 PACIFIC TERRACE
FAILS, OR 97601 Beneficiary

After recording return to: ESCROW NO. MT49594-MG

222 S. 6TH STREET KLAMATH FALLS, OR 97601

THIS TRUST DEED, made on NOVEMBER 5, 1999, between KENNETH R. DOLLINGER and LINDA J. DOLLINGER, as tenants by the entirety , as Grantor, , as Trustee, and AMERITITLE, an Oregon Corporation ROBERT P. KINGZETT, as Beneficiary,

WITNESSETH: Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with sale, the property in **KLAMATH** County, Oregon, described as:
SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE power of sale

together with all and singluar the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of

together with all and singluar the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter apportaining, and the renst, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of \*\*NINE THOUSAND\*\* Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made payable by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable November 08 2005.

The date of maturity of the debt secured by this instrument is the date, sated above, on which the final installment of said note becomes due and payable. In the event the within and of the date, sated above, on which the final installment of said note becomes due and payable. In the event the within and the property of any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned, or all control of the property of any part thereof, or any part thereof, the property of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon, not to commit or permit any waste of said property.

2. To complete or restore promptly and in good workmanlike manner any building or improvement thereon, and to advantage of the said property.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary any require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or or searching agencies as may be deemed desired.

4. To provide and continuously as the beneficiary may from time to time require, in an amount not less than the full insurable value, writed and

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are

NOTE: The Trust Deed Act provides that the Trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company, or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any such reasonable costs and expenses and attorney's fees to the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

The provided in the process of the property of the property of the property of the payment of the indebtedness. Instee may (f) in conveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness. Instee may (f) in conveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness. Instee may (f) in conveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness. Instee may (f) in conveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness. Instee may (f) in convey without warranty, all or any part of the property. The grant agreement of creating any restriction thereon; (g) join in any subordination of the payment of the indebtedness, trustee may (f) in convey, without warranty, all or any part of the property. The same payment of the property or payment and the property of the property or payment of the property. The same payment of the property or payment and the property or payment of the property. The same payment of the property or payment thereof. In its own name suc or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation as hereby secured, enter upon and take possession of said property or any part thereof, in its own name suc or otherwise collect in rents, issues and profits, and other insurance upon and taking possession of said property or

their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor of to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

'The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto and that the grantor will warrant and forever defend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of

Insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

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, or household purposes [NOTICE: Line out the warranty that does not apply]

(b) for an organization, or (even if grantor is a natural person) are for business or commercial 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 beneficary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

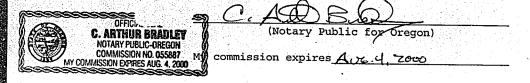
In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof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

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

Monnet R. O.D. KENNETH R. DOLLINGER Linda D. Wallinge Linda J. DOLLINGER

State of Oregon County of MANHILL

This instrument was acknowledged before me on November 10 , 1999 by KENNETH R. DOLLINGER AND LINDA J. DOLLINGER.



TO:	QUEST FUR FUL	LRECONVETANC	2 (10 00 used on	y when obligations h	, Trustee
deed have been fully pai	d and satisfied. You statute, to cancel end, and to reconve	u hereby are directed all evidences of indel www.without warranty.	i, on payment to otedness secured by to the parties des	you of any sums own	1. All sums secured by the trust ng to you under the terms of the ch are delivered to you herewith s of the trust deed the estate now
DATED:		, 19			
Do not lose or destroy t Both must be delivered reconveyance will be m	to the trustee for ca	THE NOTE which incellation before		ieticiary	

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### PARCEL B

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State of Oregon, County of Klamath Recorded 11/12/99, at //// & m. In Vol. M99 Page \( \sqrt{508g} \) Linda Smith, County Clerk Fee\$ \( \sqrt{2509} \)

### WARRANTY DEED

Vol M99 Page 45092

MTC. 49600-PS GENE QUIGLEY, JR.,

Grantor(s) hereby grant, bargain, sell, warrant and convey to:
NELSON LEE HARDY and DARLA KAY RHODES, with the rights of survivorship,
Grantee(s) and grantee's heirs, successors and assigns the following described real property, free of encumbrances except as specifically set forth herein in the County of KLAMATH and State of Oregon, to wit:

Lot 8 in Block 12 of KLAMATH FOREST ESTATES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

R262209

3510-022A0-01300

SUBJECT TO: all those items of record and those apparent upon the land, if any, as of the date of this deed and those shown below, if any: and the 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.

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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

The true and actual consideration for this conveyance is

3,500.00.

Until a change is requested, all tax statements shall be sent to Grantee at the following address: 15805 SR TONG RD., CLACKAMAS, OR 97015

Dated this 90h day of November, 1999

GENE QUIGLEY, JR.

State of Oregon County of JACKSON

This instrument was acknowledged before me on Minute 9, 1999 by GENE QUIGLEY, JR..

(Notary Public for Oregon)

My commission expires

ESCROW NO. MT49600-PS

Return to: NELSON LEE HARDY 15805 SE TONG RD. CLACKAMAS, OR 97015

State of Oregon, County of Klamath Recorded 11/12/99, at //:/2a.m. In Vol. M99 Page 45092

OFFICIAL SEAL B JEAN PHILLIPS NOTARY PUBLIC - OREGON COMMISSION NO. 050128 ION EXPIRES MARCH 02, 20

Linda Smith, County Clerk

Fee\$ 30°