

JERRY WARD,

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

LLOYD CURT SORG,

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:

Lots 18 and 20 of TRACT 1283, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

ACCT #3908-012DA-01000

KEY #877164

ACCT #3908-012DA-01200

KEY #877166

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:

SUBJECT TO: Trust Deed dated June 29, 2001 and recorded July 2, 2001 in Volume M01, page 31928, Microfilm Records of Klamath County, Oregon in the amount of \$110,000.00 in favor of Ernest R. Sessom & Doris C. Sessom, or the survivor thereof, as Beneficiary; and Trust Deed dated June 20, 2001 and recorded June 21, 2001 in Volume M01, page 29947, Microfilm Records of Klamath County, Oregon in the amount of \$39,800.00 in favor of G. Roland McCarty, as Beneficiary who subsequently subordinated said Trust Deed to Sessom Trust Deed described above on June 2001 and recorded June 21, 2001 in Volume M01, page 29949, and rerecorded on July 2, 2001 in Volume M01, page 31924, Microfilm Records of Klamath County, Oregon.

The above named Grantee hereby agrees to assume and pay in full the above described Trust Deeds. And, 2001/2002 Real Property Taxes, due and payable together with interest, if any, on each lot - Grantee above agrees to assume & pay.

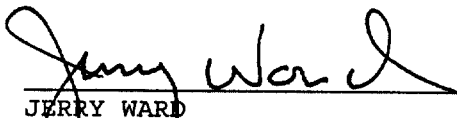
and the grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

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 \$ 149,800.00.

Until a change is requested, all tax statements shall be sent to Grantee at the following address: 1740 Austin Street, Klamath Falls, OR 97603

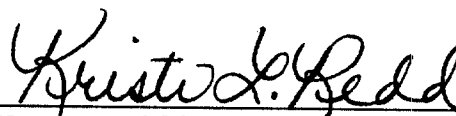
Dated this 12th day of December 2001.


JERRY WARD

State of Oregon
County of KLAMATH

This instrument was acknowledged before me on December 12, 2001 by JERRY WARD.




(Notary Public for Oregon)

My commission expires 11/16/2003

ESCROW NO. MT55673-KR

Return to:

LLOYD CURT SORG
1740 Austin Street
Klamath Falls, OR 97603

State of Oregon, County of Klamath
Recorded 12/27/01 11:13 A m.
Vol M01, Pg 66193-96
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4

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ASSUMPTION AGREEMENT

THIS AGREEMENT is made as of the 20 th day of November, 2001, by and between Jerry Ward, herein called "Ward", Lloyd Curt Sorg herein called "Sorg", Ernest R. Sessom and Doris C. Sessom herein called "Sessoms", and G. Roland McCarty herein called "McCarty".

Recitals:

1. On or about June 29, 2001, Ward made, executed, and delivered his Promissory Note in the face amount of \$110,000.00 to Sessoms. The payment of said Promissory Note is secured by a Trust Deed recorded July 2, 2001 in Volume M01, page 31928 of the Microfilm Records of Klamath County, Oregon.
2. On or about June 20, 2001, Ward made, executed, and delivered his Promissory Note in the face amount of \$39,800.00 to McCarty. The payment of said Promissory Note is secured by a Trust Deed recorded June 21, 2001 in Volume M01, page 29947 of the Microfilm Records of Klamath County, Oregon.
3. Sorg has agreed to purchase the real property described in the above referenced Promissory Notes and Trust Deeds. As sole consideration for said sale, Sorg has agreed to assume the obligations under both Promissory Notes and Trust Deeds on the following conditions:
 - ~~a. Ward to pay the interest only payment due Sessoms in the amount of \$1,375.00.~~ *WES*
 - ~~b. Ward to pay real property taxes.~~ *WES*
 - c. Ward to return to Sorg any and all materials purchased for the project on subject property as well as all City or County signoffs on referenced project.
 - d. Ward shall guarantee that all materials, supplies, and any and all persons who have performed any work of any nature have been paid in full and shall retain liability to Sorg for any mechanic liens that may be filed on subject property as a result of his actions.
4. Sessoms and McCarty hereby agree to release Ward from any further liability relative to the above referenced Promissory Notes and Trust Deeds.

IN WITNESS WHEREOF, the parties have executed the Assumption Agreement as of the date first herein above written.

Jerry Ward

 JERRY WARD

Lloyd Curt Sorg

 LLOYD CURT SORG

UPON RECORDING RETURN TO:

*AmeriTitle
 Collection Escrow #54316
 252 S. 6th St.
 Klamath Falls, OR 97601*

continued on Page 2

X C. Roland Mc Cart
 ROLAND MC CARTY
 cpm

Ernest R. Sessom
 ERNEST R. SESSOM
Doris C. Sessom
 DORIS C. SESSOM

State of Oregon)
)
 County of Klamath)

This instrument was acknowledged before me on December 12, 2001 by
 JERRY WARD



Kristil L. Redd
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: 11/16/2003

State of Oregon)
)
 County of Klamath)

This instrument was acknowledged before me on December 4, 2001 by
 LLOYD CURT SORG.



Kristil L. Redd
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: 11/16/2003

State of Oregon)
)
 County of Klamath)

This instrument was acknowledged before me on December 4, 2001 by
 ERNEST R. SESSOM and DORIS C. SESSOM.



Kristil L. Redd
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: 11/16/2003

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

66196

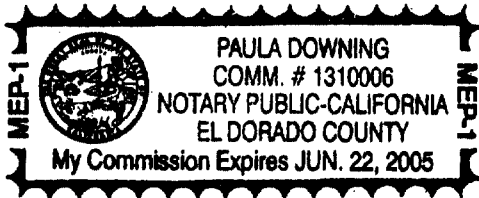
State of California

County of EL DORADO

On 11-26-2001 before me, PAULA DOWNING
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared G. ROLAND MC CARTY
Name(s) of Signer(s)

☐ personally known to me – OR – ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Paula Downing
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: ASSUMPTION AREEMENT

Document Date: November 20, 2001 Number of Pages: 3

Signer(s) Other Than Named Above: Jerry Ward, Lloyd Curt Sorg, Ernest R. Sessom & Doris C. Sessom

Capacity(ies) Claimed by Signer(s)

Signer's Name: G. ROLAND MC CARTY

- ☒ Individual
- ☐ Corporate Officer
- Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____



Signer's Name: _____

- ☐ Individual
- ☐ Corporate Officer
- Title(s): _____
- ☐ Partner — ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- ☐ Other: _____

Signer Is Representing: _____

