| FORM No. 633 – WARRANTY DEED (Individual or Corporate). | COPYRIGHT 1999 STEVENS NESS LAW PUBLISHING CO., PORTLAND, OR 97204 |
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| KERRYROBERTSON-KUENZI | STATE OF OREGON, |
| 14107 177th COURT NE | |
| REDMOND antown Alamo and Address | |
| MICHAEL SEWELL KUENZI | |
| 10256 MOURNING DOVE DRIVE | |
| KLAMATH FALLS, OR 97601 Grantee's Name and Address SPACE RESERVED | |
| After recording, return to (Name, Address, Zip): | |
| MICHAEL SEWELL-KUENZI | State of Oregon, County of Klamath |
| | Recorded 02/05/2003 /0:52a m. |
| Until requested otherwise, send all tax statements to (Name, Address, Zip): | Vol M03 Pg <u>0'7039-42</u> Linda Smith, County Clerk |
| MICHAEL KUENZI | Fee \$ 3600 # of Pgs 4 |
| 10256 MOURNING DOVE DRIVE KLAMATH FALLS, OR 97601 | |
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| WARRANTY DEED | |
| KNOW ALL BY THESE PRESENTS that KERRY ROBER | TSON KUENZI |
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| hereinafter called grantor, for the consideration hereinafter stated, to granto | |
| hereinafter called 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 appurter | nances thereunto belonging or in any way appertaining |
| situated in KLAMATH County, State of Oregon, des | scribed as follows, to-wit: |
| | |
| TOM 524 OF DUNNING V DECORM DUNCE 5 | ACCORDING TO THE OPPICIAL |
| LOT 524 OF RUNNING Y RESORT, PHASE 5, PLAT THEREOF ON FILE IN THE OFFICE OF | THE COUNTY CLERK OF |
| KLAMATH COUNTY, OREGON | THE COUNTY CEEKIN OF |
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| (IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION To Have and to Hold the same unto grantee and grantee's heirs, such And grantor hereby covenants to and with grantee and grantee's heir in fee simple of the above granted premises, free from all encumbrances | cessors and assigns forever. |
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CERTIFIED TRUE COPY

PARTIAL PROPERTY SETTLEMENT AGREEMENT

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THIS PARTIAL PROPERTY SETTLEMENT AGREEMENT is by and between Michael Sewell Kuenzi ("Husband") and Kerry Robertson Kuenzi ("Wife") and is effective this _______ day of January 2003.

WHEREAS the parties have filed for dissolution in Klamath County Circuit Court Case No. 02-2268CV;

WHEREAS the parties have resolved all issues regarding the allocation of the parties' family home located at 10256 Mourning Dove Drive, Klammath Falls, Oregon 97601 (legally described as attached in Exhibit A) "Family Home";

WHEREAS the parties have unresolved issues regarding other property allocations in the dissolution, but wish to reduce the terms relating to the family home to writing.

NOW, THEREFORE, based upon valuable_consideration in hand received, including but not limited to the mutual covenants and conditions identified herein below the parties agree as follows:

- 1. <u>Transfer of Ownership of Family Home</u>: The parties agree that Husband shall receive all right, title, and interest to the Family Home. Wife has agreed to and shall execute the appropriate deed transferring all of her right, title, and interest in the Family Home to Husband. Said deed shall be recorded upon the closing of the refinance identified below.
- 2. <u>Payment of Wife's Equity</u>: Husband shall pay to Wife One Hundred Thousand Dollars (\$100,000.00) in consideration of the transfer noted in Paragraph 1 herein. Further, Husband shall refinance the existing mortgage against the property so that Wife is not responsible

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for nor liable upon the mortgage or any related Promissory Note secured against the real property.

- 3. Payment of Excess Equity: Husband and Wife agree that the above transfer of property and distribution of equity is based upon a presumed value of the Family Home of \$457,000.00. As further consideration for the transfer of real property identified in Paragraph 1, Husband shall pay to Wife 50% of the net proceeds from the sale of the Family Home that is in excess of \$457,000.00 As used herein, "net proceeds" shall be the gross selling price of the property less any selling commission. Husband shall execute a promissory note (see Ex. B) and a deed of trust (see Ex. C) to secure this obligation. The parties agree and confirm that the deed of trust shall be recorded in third position, behind the first position mortgage and the second position line of credit.
- 4. <u>Wife's Release of Interest in Real Property</u>: Based upon the foregoing, Wife hereby fully and finally releases all of her right, title, and interest in the Family Home, and confirms that she shall not, through the pending dissolution or any other action, assert or claim any right, title, or interest to the Family Home.
- 5. <u>Miscellaneous Provision</u>: Time is of the essence. This Agreement supercedes any and all prior oral and/or agreements relating to the substance hereof. Any disputes arising out of this Agreement shall be resolved through the dispute resolution process agreed in the pending dissolution.

I sign this Partial Marital Settlement Agreement on my own volition, with full knowledge of the facts and with full information as to legal rights and liabilities. In some instances, the terms of this Partial Marital Settlement Agreement represent a compromise of disputed issues. However, I believe the terms and conditions to be fair and reasonable under the circumstances.

I have read the Partial Marital Settlement Agreement and agree that it accurately reflects our agreement.

MICHAEL SEWELL KUENZI DATE

I certify that I know or have satisfactory evidence that MICHAEL SEWELL KUENZI signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned therein.



NOTARY PUBLIC FOR OREGON
My Commission Expires: f-2v-o 4

KERRY ROBERTSON KUENZI DATE

I certify that I know or have satisfactory evidence that KERRY ROBERTSON KUENZI signed this instrument and acknowledged it to be his free and voluntary act for the uses and

purposes mentioned therein

NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 5-1-06

PARTIAL PROPERTY
SETTLEMENT AGREEMENT