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STATE OF OREGON, 1



-----KERRY ROBERTSON KUENZI-----
-----14107 177th COURT NE-----
-----REDMOND WA 98052-----
-----MICHAEL SEWELL KUENZI-----
-----10256 MOURNING DOVE DRIVE-----
-----KLAMATH FALLS, OR 97601-----
Grantee's Name and Address

After recording, return to (Name, Address, Zip):
-----MICHAEL SEWELL KUENZI-----
-----10256 MOURNING DOVE DRIVE-----
-----KLAMATH FALLS, OR 97601-----
Until requested otherwise, send all tax statements to (Name, Address, Zip):
-----MICHAEL KUENZI-----
-----10256 MOURNING DOVE DRIVE-----
-----KLAMATH FALLS, OR 97601-----

SPACE RESERVED
FOR
RECORDER'S USE

State of Oregon, County of Klamath
Recorded 02/05/2003 10:52 a.m.
Vol M03 Pg 07039-42
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4

WARRANTY DEED

KNOW ALL BY THESE PRESENTS that KERRY ROBERTSON KUENZI

hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by MICHAEL SEWELL KUENZI

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 appurtenances thereunto belonging or in any way appertaining, situated in KLAMATH County, State of Oregon, described as follows, to-wit:

LOT 524 OF RUNNING Y RESORT, PHASE 5, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto 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 except (if no exceptions, so state):

pursuant to the terms of the attached PARTIAL PROPERTY SETTLEMENT AGREEMENT in Klamath County Circuit Court Case # 02-2268CV

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 \$ 100,000.00. However, the actual consideration consists of or includes other property or value given or promised which is ☐ the whole ☒ part of the (indicate which) consideration. (The sentence between the symbols Φ , 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 on ; if grantor is a corporation, 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.

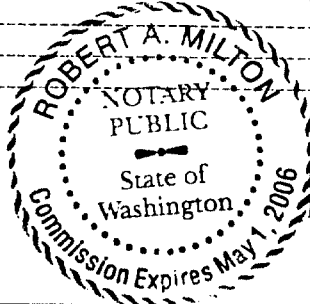
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Kerry Robertson Kuenzi 11/27/03
Kerry Robertson Kuenzi

WASHINGTON
STATE OF OREGON, County of KING

This instrument was acknowledged before me on 1-27-03
by Kerry Robertson Kuenzi

This instrument was acknowledged before me on
by
as
of



Notary Public for Oregon
My commission expires 5-1-06

30,000

Handwritten signature

PARTIAL PROPERTY SETTLEMENT AGREEMENT

07040

THIS PARTIAL PROPERTY SETTLEMENT AGREEMENT is by and between
Michael Sewell Kuenzi ("Husband") and Kerry Robertson Kuenzi ("Wife") and is effective this
22 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, Klamath 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. Transfer of Ownership of Family Home: 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. Payment of Wife's Equity: 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

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. Wife's Release of Interest in Real Property: 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. Miscellaneous Provision: 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.

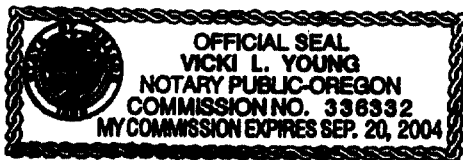
I sign this Partial Marital Settlement Agreement on my own volition, with full knowledge of the facts and with full information as to legal rights and liabilities. In some instances, the terms of this Partial Marital Settlement Agreement represent a compromise of disputed issues. However, I believe the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

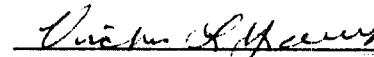
07042

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

 1/22/03
MICHAEL SEWELL KUENZI DATE

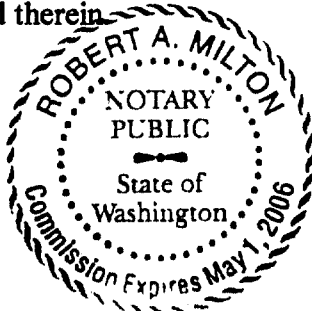
I certify that I know or have satisfactory evidence that MICHAEL SEWELL KUENZI signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned therein.





NOTARY PUBLIC FOR OREGON
My Commission Expires: 9-20-04

 1/27/03
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