



NJC-63895 LW

Vol M04 Page 04223

After recording return to:

STEPHEN D. STUART10329 FARMINGTON AVESUNBIRD, CA 91040Sunland

Until a change is requested all

tax statements shall be sent to

The following address:

STEPHEN D. STUART10329 FARMINGTON AVESUNBIRD, CA 91040Sunland

Escrow No.

MT63895-LW

State of Oregon, County of Klamath

Recorded 01/23/2004 11:13 a mVol M04 Pg 4223-24

Linda Smith, County Clerk

Fee \$ 26<sup>00</sup> # of Pgs 2

## STATUTORY WARRANTY DEED

MICHAEL H. COLLINS and KELLY J. COLLINS, as tenants by the entirety, Grantor(s) hereby convey and warrant to STEPHEN D. STUART and WENDY E. STUART, as tenants by the entirety, Grantee(s) the following described real property in the County of KLAMATH and State of Oregon, free of encumbrances except as specifically set forth herein:

**Lot 1 in Block 211 of MILLS SECOND ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.**

Tax Account No.: 3809-033DB-15700-000

Key No.: 613615

613615

3809-033DB-15700-000

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

The true and actual consideration for this conveyance is \$64,000.00.

SUBJECT TO: TRUST DEED DATED NOVEMBER 2, 1999 AND RECORDED NOVEMBER 2, 1999 IN M99, PAGE 43942, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON IN FAVOR OF JAMES T. MEARS, TRUSTEE AND DARLENE C. MEARS, TRUSTEE OF THE JAMES T. MEARS REVOCABLE TRUST CREATED MAY 25, 1993 AND JAMES T. MEARS, TRUSTEE AND DARLENE C. MEARS, TRUSTEE OF THE DARLENE C. MEARS REVOCABLE TRUST, CREATED MAY 25, 1993.

PLEASE SEE ATTACHED EXHIBIT "A"

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.

Dated this 20 day of January, 2004

Michael H. Collins  
MICHAEL H. COLLINS

Kelly J. Collins  
KELLY J. COLLINS

State of Oregon

County of KLAMATH

This instrument was acknowledged before me on January 20, 2004 by MICHAEL H. COLLINS and KELLY J. COLLINS.



Lisa Weatherby  
(Notary Public for Oregon)

My commission expires 11/28/07

26.00 + M

THE SAID TRUST DEED WAS ASSIGNED TO PR INVESTOR SERVICES, INC., A WASHINGTON CORPORATION, AS AGENT FOR THE SERIES 2001-A NOTE HOLDERS IN MERIDIAN MORTGAGE INVESTORS FUND I, PURSUANT TO THAT CERTAIN ASSIGNMENT AND SECURITY AGREEMENT DATED JANUARY 15,2001, AS BENEFICIARY WHICH SECURES THE PAYMENT OF A NOTE THEREIN MENTIONED. THE BUYER DOES NOT AGREE TO ASSUME NOR PAY SAID TRUST DEED AND THE SELLER AGREES TO HOLD THE BUYER HARMLESS THEREFROM.

SUBJECT TO: TRUST DEED DATED NOVEMBER 2,1999 AND RECORDED JANUARY 13,2000 IN M00, PAGE 1203, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON IN FAVOR OF ERA/NICHOLSON AND ASSOCIATES AS BENEFICIARY. THE BUYER DOES NOT AGREE TO ASSUME OR PAY SAID TRUST DEED AND SELLER AGREES TO HOLD THE BUYER HARMLESS THEREFROM.

SUBJECT TO: TRUST DEED DATED MAY 11,2001 AND RECORDED MAY 18,2001 IN M01, PAGE 22914, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON IN FAVOR OF SHANNA L. DONE AS BENEFICIARY, WHICH THE BUYER AGREES TO ASSUME AND PAY.

THE BENEFICIAL INTEREST IN SAID TRUST DEED WAS ASSIGNED BY COLLATERAL ASSIGNMENT TO FISHER NICHOLSON REALTORS, LLC. THE BUYER DOES NOT AGREE TO ASSUME NOR PAY SAID COLLATERAL ASSIGNMENT AND SELLER AGREES TO HOLD THE BUYER HARMLESS THEREFROM.

SHOULD THE SAID BENEFICIARY HEREIN DEFAULT IN MAKING ANY PAYMENTS DUE UPON SAID PRIOR NOTE AND TRUST DEED, GRANTOR HEREIN MAY MAKE SAID DELINQUENT PAYMENTS AND ANY SUMS SO PAID BY GRANTOR HEREIN SHALL THEN BE CREDITED UPON THE SUMS NEXT TO BECOME DUE UPON THE NOTE SECURED BY THIS TRUST DEED.