

NR 84765-KR

2009-005370

Klamath County, Oregon



00064448200900053700030033

04/17/2009 11:30:38 AM

Fee: \$31.00



**AFTER RECORDING RETURN TO:**

AmeriTitle Collection Escrow #84765  
300 Klamath Avenue  
Klamath Falls, OR 97601

**TAX STATEMENT TO:**

**MEMORANDUM OF OPTION AGREEMENT**

\*continued

By Option Agreement dated April 14, 2009 Calvary Chapel of Klamath as Grantor  
and Theodore Robert Swan as Grantee, Grantor agreed to grant an Option to Grantee for certain real property located in  
Klamath County, Oregon which is described as follows:

See the Attached Exhibit A

The terms and conditions of the Option are fully set forth in said Option Agreement and reference is made hereby. The true and actual  
consideration for this conveyance is Eleven Thousand (\$ 11,000.00 ). The term of the Option expires  
on (insert same date and time as stated in the Agreement) April 30, 2012, if not sooner exercised, waived, or terminated.  
If this Option is not exercised, or is waived, expires or terminated, Grantee agrees to cooperate with Grantor to record such document(s) as  
reasonably necessary to remove or release this Memorandum from the public record.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE  
ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO  
11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND  
BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO  
VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST  
FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF  
NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS  
5 TO 11, CHAPTER 424, OREGON LAWS 2007.

\*Grantor continued - Falls, an Oregon non-profit corporation

IN WITNESS WHEREOF, the Grantor(s) has/have executed this Memorandum of Option Agreement on the 14th day of  
April, 2009.

**GRANTOR(S) (Include all names of Grantors in Option Agreement):**

Calvary Chapel of Klamath Falls, an Oregon non-profit corporation  
Jack Wiles - Treasurer, Grantor Jack Wiles, Board Member + Treasurer  
Russ King - President, Grantor Russ King, Board Member + President

STATE OF OREGON )

) ss:

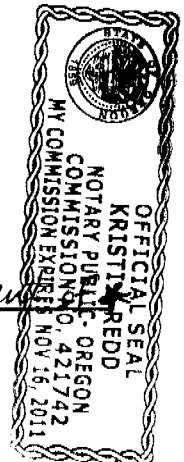
County of Klamath April 14, 2009

Personally appeared before me the above named Jack Wiles, Treasurer and Russ King, President  
Grantor(s) and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

\*Calvary Chapel of Klamath Falls, an Oregon non-profit corporation  
Kristin Redd

Notary Public for OREGON

My commission expires: 11/16/2011



31 Amt



# MEMORANDUM OF OPTION AGREEMENT

34 GRANTEE(S) (Include all names of Grantees in Option Agreement):

35 X Theodore Robert Swan Grantee

36 Theodore Robert Swan Grantee

37 STATE OF OREGON )

38 ) SS:

39 County of Klamath )

40 Personally appeared before me the above named Theodore Robert Swan and LO  
41 Grantee(s) and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

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April 16, 2009  
Kristi L. Redd  
Notary Public for OREGON

My commission expires: 11/16/2011

EXHIBIT "A"  
LEGAL DESCRIPTION

A portion of Lots 3 and 4 of Block 15, Original Town of Linkville, now City of Klamath Falls, to wit

Beginning at a point on the Northerly line of Main Street (which is the Southerly line of Lot 4 in Block 15 of Original Town of Linkville, now City of Klamath Falls, Oregon) which is 60 feet Easterly from the most Southerly corner of said Lot 4; thence Easterly along the Northerly line of Main Street and the Southerly line of Lots 3 and 4 of said Block 15 to a point which is 20 feet Westerly from the most Easterly corner of said Lot 3; thence Northerly parallel to Sixth Street 120 feet to the Northerly line of Lot 3; thence Westerly along the Northerly line of Lots 3 and 4 to a point 60 feet Easterly from the most Westerly corner of Lot 4; thence Southerly and parallel to Sixth Street 120 feet to the point of beginning, constituting all of said Lot 3, excepting the Easterly 20 feet thereof and all of Lot 4, except the Westerly 60 feet thereof.