

2011-003550

Klamath County, Oregon

THIS SPACE RESERVE



00098913201100035500040049

03/15/2011 09:09:52 AM

Fee: \$52.00

GRANTORS NAME & ADDRESS

DKL Properties, Inc.  
34860 Mission Hills Drive  
Rancho Mirage, CA 92270

After recording, this deed should  
be sent to Grantee(s). All tax statements  
should be sent to Grantee(s) at the  
following address:

GRANTEE (S) NAME & ADDRESS

John Robert Moore & Julie Irene Moore  
2580 Central Ave Space 29  
McKinleyville, CA 95519-3674

STATUTORY WARRANTY DEED

DKL Properties Inc, Grantor, conveys and warrants to John Robert Moore and Julie Irene Moore Grantees,  
the following described real property.

Lot 16, Block 80, Klamath Falls Forest Estates Highway 66 Unit Plat No. 4, according to the official  
plat thereof on file in the office of the County Clerk of Klamath County Oregon.

This property is free of liens and encumbrances, EXCEPT: Reservations, Rights of Way, Easements,  
Covenants, Conditions and Restrictions of record, if any.

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 consideration for this conveyance is \$8,861.50 (Here comply with the requirements of ORS 93.030)

Dated this 11<sup>th</sup> day of April 2003

DKL Properties, Inc.

By Robert Morris, President

STATE OF CALIFORNIA

County of Riverside

This instrument was acknowledged before me on this 11<sup>th</sup> day of April 2003  
By Robert Morris as President on behalf of DKL Properties, Inc.

Diana M. Sellin  
Notary Public for California

My Commission expires 08-15-08



## **AGREEMENT OF SALE AND PURCHASE OF REAL ESTATE**

**On 1st day of April, 2003 DKL Properties, Inc, herein after referred to as Seller and John Robert Moore and Julie Irene Moore hereinafter referred to as PURCHASER (S) do hereby enter into the following agreement.**

**SELLER agrees to sell to PURCHASER, and PURCHASER agrees to buy that certain real property situated in Klamath County, State of Oregon, described as follows:**

**Lot 16, Block 80, Klamath Falls Forest Estates Highway 66 Unit Plat No. 4, according to the official plat thereof on file in the office of the County Clerk of Klamath County Oregon**

**SUBJECT TO Covenants, conditions, restrictions, reservations and easements of record.**

**PURCHASER agrees to pay SELLER the sum of Eight Thousand Eight Hundred Sixty One Dollars & Fifty Cents (\$8,861.50), said sum to be paid in the following manner:**

**Six Hundred Eleven Dollars Fifty Cents (\$611.50), receipt of which is hereby acknowledged, and the balance of \$8,250.00 payable \$85.00 per month including 9% interest for 15 years. The first installment of \$85.00 to be paid on the 5th day of May, 2003 and a like amount each and every month thereafter until the balance of principal and interest has been paid in full. In addition it is agreed to wit:**

- 1. PURCHASER shall have the right of possession of the property when the within agreement has been signed by both parties hereto.**
- 2. PURCHASER shall be responsible for payment of all taxes and assessments levied and assessed against said property from this day forth.**
- 3. SELLER shall execute a Warranty Deed in favor of PURCHASER. When PURCHASER as completed all payments required under this agreement, the SELLER shall, at that time, deliver said Warranty Deed to PURCHASER. Such Warranty Deed shall be clear and merchantable title to said property, shall be free from taxes, assessments, liens and encumbrances, except such thereof as set forth herein or as may have been assessed hereafter or suffered or created hereafter by PURCHASER.**
- 4. Should the PURCHASER fail to make payment of monies due hereunder, the amount paid heron shall be retained by the SELLER as consideration for making this agreement and for the right of possession of said property from the date hereof to the date of default and thereupon the SELLER shall be released from all obligation in law or equity to convey said property and any occupancy of said property thereafter by said PURCHASER shall be deemed to be an unauthorized and unlawful trespassing by the PURCHASER and PURCHASER shall never acquire, and does expressly waive any and all rights or claims of title. Notwithstanding the forgoing, it is understood and agreed that PURCHASER may recover and retain his full rights under this agreement, by making payments of the amounts then delinquent within thirty (30) day period. PURCHASER shall have no further rights,**

interest, title or claim of any nature whatsoever against SELLER or the said real property. The thirty (30) day period in which to cure PURCHASER default shall commence with the date SELLER mails notice (whether delivered or not by certified mail, postage paid, to

**PURCHASER at:**

**John R and Julie I Moore  
2580 Central Ave Spc 29  
McKinleyville, CA 95519-3674  
707 822 4898**

**5. Time is of the essence as to all provisions of this agreement, and all parties shall promptly Meet their respective obligations under this agreement. Late payments or non-payment of monthly installments shall constitute "default" in accordance with paragraph 4.**

**6. PURCHASER reserve the right to pay obligations in whole or in part, in advance of the required dates, without penalty for such payments. Contract balance shall be discounted 10% for cash if paid off within the first 12 months.**

**7. Unless PURCHASER elects to pay in advance of the required payment schedule, this agreement will require approximately 180 monthly payments of \$85.00.**

**8. A late charge of \$20.00 per month shall be charged for any payment received ten days after the due date as set out on page 1 of this agreement.**

**9. PURCHASER agrees to pay one half the monthly collection fee on each installment. The fee as of this date is Eight Dollars. PURCHASER will pay four dollars (\$4.00) as his portion.**

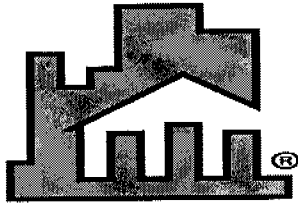
**THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.93**

**In Witness Whereof the said parties have executed this agreement on April 5, 2003**

  
**Robert Morris, President  
DKL Properties, Inc.**

  
**John Robert Moore**

  
**Julie Irene Moore**



# **LoanCare**

March 1, 2011

JOHN ROBERTT & JULIE I MOORE  
2580 CENTRAL AVE SPC 29  
MCKINLEYVILLE, CA 95519-3674

RE: Account #25000100040881

Dear Mr. & Mrs. Moore:

You have paid off this account. Enclosed is the original Agreement for Sale and the original Statutory Warranty Deed. The Deed has not been recorded. You will need to contact the Klamath County, Oregon recorders office as to how to record the deed, and the fees.

PLEASE KEPT THIS DEED IN A SAFE PLACE UNTIL YOU HAVE RECORDED IT.

If you should have any questions, please don't hesitate to contact Customer Service at 1-800-919-3009.

Sincerely,

Lou Erwin  
LoanCare Account Servicing