

2012-012733

Klamath County, Oregon



00127274201200127330260266

11/15/2012 12:15:24 PM

Fee: \$162.00



Returned to Consignor

After recording return to:  
Donald Nelson  
PO Box 437  
Bonanza, OR 97623

Until a change is requested all tax  
statements shall be sent to the  
following address:  
SAME

File No.: 7021-Stacy (SAC)  
Date: November 14, 2012

THIS SPACE

## STATUTORY BARGAIN AND SALE DEED

**Donald Nelson**, Grantor, conveys to **Donald M. Nelson, Trustee of the Donald M. Nelson Trust**  
dated **November 10, 2012**, Grantee, the following described real property:

**LEGAL DESCRIPTION:** Real property in the County of Klamath, State of Oregon, described as follows:

**See Attached Legal Descriptions**

The true consideration for this conveyance is **\$Other Than Money**. (Here comply with requirements of ORS 93.030)

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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

162

APN:

Bargain and Sale Deed  
- continued

File No.: **7021-Stacy (SAC)**  
Date: **11/14/2012**

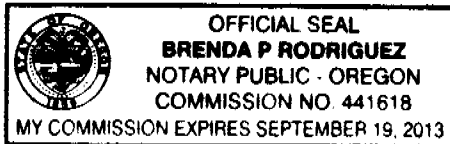
Dated this 15 day of November, 2012.

[Signature]  
**Donald Nelson**

STATE OF Oregon )  
County of Klamath ) ss.  
)

This instrument was acknowledged before me on this 15 day of November, 2012  
by **Donald Nelson**.

[Signature]  
~~Sarah Kness~~ **Brenda F. Rodriguez**  
Notary Public for Oregon  
My commission expires: 9-19-13



1st 1961766 SA



After recording return to:  
Donald Nelson  
6105 Teare Ln  
Bonanza, OR 97623

Until a change is requested all tax  
statements shall be sent to the  
following address:  
Donald Nelson  
6105 Teare Ln  
Bonanza, OR 97623

File No.: 7021-1961766 (SFA)  
Date: September 19, 2012

2012-010864  
Klamath County, Oregon



00125085201200108640020023

10/01/2012 02:36:23 PM

Fee: \$42.00

THIS SPACE

### STATUTORY WARRANTY DEED

**Juanita B. Hopper**, Grantor, conveys and warrants to **Donald Nelson**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

**LEGAL DESCRIPTION:** Real property in the County of Klamath, State of Oregon, described as follows:

**Parcel 3 of Land Partition 54-95, being Parcel 1 of Land Partition 31-95, located in the W1/2 of the SW1/4 and the SW1/4 of the NW1/4 of Section 19, Township 39 South, Range 12 East of the Willamette Meridian.**

**Subject to:**

1. The **2012/2013** Taxes, a lien not yet payable.
2. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **\$40,000.00**. (Here comply with requirements of ORS 93.030)

F 12-

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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 28 day of Sept., 2012.

Juanita B. Hopper  
Juanita B. Hopper

STATE OF Oregon )  
 )ss.  
County of Klamath )

This instrument was acknowledged before me on this 28 day of Sept., 2012  
by **Juanita B. Hopper.**



Sarah F. Kness  
Notary Public for Oregon  
My commission expires: 10/16/2014



KLAMATH COUNTY TITLE COMPANY

Vol 1197 Page 1324

STATUTORY WARRANTY DEED (Individual or Corporation)

STANLEY C. MASTEN and VIRGINIA LEE JONES, CO-TRUSTEES OF THE WINIFRED E. BURK TRUST, et al. DONALD NELSON

conveys and warrants to the following described real property in the County of Klamath and State of Oregon.

\*\* CO-TRUSTEES OF THE M.G. BURK TRUST, an estate in fee simple as tenants in common. Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 in Block 58, GRANDVIEW ADDITION TO THE CITY OF Klamath, Oregon, as shown on the map thereof on file in the office of the County Clerk of Klamath County, Oregon.

NOTE: Deed being recorded as used in this transaction

This property is free of liens and encumbrances except as to those which are and restrictions of record, rights of way, and easements of record and those apparent on the ground.

The true consideration for this conveyance is \$17,750.00 (here comply with the requirements of ORS 93.030\*).

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

DATED this 31st day of March 1992. resolution of its board of directors.

Stanley C. Masten, Trustee Stanley C. Masten, individually

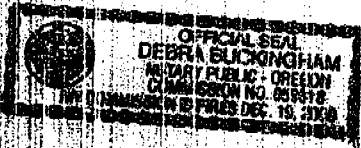
Virginia Lee Jones, Trustee Virginia Lee Jones, individually

STATE OF OREGON, County of Klamath. The foregoing instrument was acknowledged before me this 2nd day of April 1992 by Stanley C. Masten & Virginia Lee Jones, Trustees of the Winifred E. Burk Trust and M. G. Burk Trust

CORPORATE ACKNOWLEDGEMENT STATE OF OREGON, County of. The foregoing instrument was acknowledged before me this day of 19 and by of a corporation, on behalf of the corporation.

Notary Public for Oregon My commission expires 12-14-2000 After recording return to: DONALD NELSON 14515 E. LANSSELL VALLEY BONANZA, OREGON 97623

Notary Public for Oregon My commission expires THIS SPACE RESERVED FOR RECORDER'S USE



NAME, ADDRESS, ZIP SAME AS LISTED ABOVE

NAME, ADDRESS, ZIP

STATE OF OREGON

COUNTY OF CLATSOP

Filed for record at request of State of Oregon County Clatsop the 2nd day  
of April A.D. 1909 at 10:24 P. M. and duly recorded in Vol. 1497  
at Page 8652

FEE

\$35.00

INDEXED

By John J. Letsch County Clerk

John J. Letsch

STATE OF OREGON COUNTY OF CLATSOP

Filed for record at request of State of Oregon County Clatsop the 1st day  
of May A.D. 1909 at 11:10 P. M. and duly recorded in Vol. 1497  
at Page 1391

FEE

\$10.00

Re-record

By John J. Letsch County Clerk

John J. Letsch

2008-014807  
Klamath County, Oregon



10/31/2008 03:15:50 PM

Fee: \$26.00



After recording return to:  
Donald Nelson

PO Box 437  
Bonanza, OR 97623

Until a change is requested all tax statements  
shall be sent to the following address:  
Same As Above

File No.: 7021-1294217 (ALF)

Date: October 30, 2008

### STATUTORY BARGAIN AND SALE DEED

**Donald Nelson and Rocky C. Nelson**, Grantor, conveys to **Donald Nelson**, Grantee, the following described real property:

**LEGAL DESCRIPTION:** Real property in the County of Klamath, State of Oregon, described as follows:

**LOTS 11, 12, 13, 14 AND 15, BLOCK 46, BOWNE ADDITION TO BONANZA, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.**

The true consideration for this conveyance is **\$to convey title only**. (Here comply with requirements of ORS 93.030)

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, OF 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, OF CHAPTER 424, OREGON LAWS 2007.

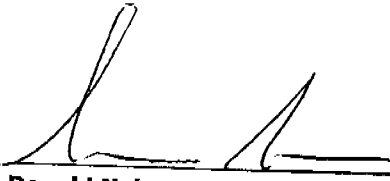
Dated this 30 day of October, 2008.

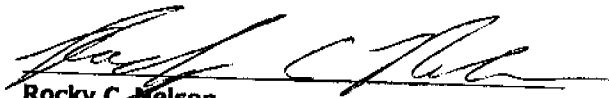
FLV-

APN: R607169

Bargain and Sale Deed  
- continued


File No.: 7021-1294217 (ALF)  
Date: 10/30/2008

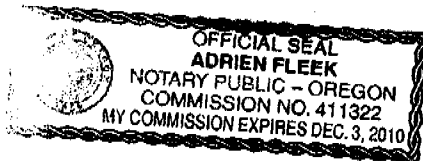
  
\_\_\_\_\_  
Donald Nelson

  
\_\_\_\_\_  
Rocky C. Nelson

STATE OF Oregon )  
County of Klamath )ss.  
)

This instrument was acknowledged before me on this 30 day of October, 2008  
by **Donald Nelson and Rocky C. Nelson.**

  
\_\_\_\_\_  
Notary Public for Oregon  
My commission expires: 12-3-10





2007-013596

Klamath County, Oregon



After recording return to:  
Donald Nelson  
2941 Seattle Street  
Bonanza, OR 97623

Until a change is requested all tax statements  
shall be sent to the following address:  
Donald Nelson  
2941 Seattle Street  
Bonanza, OR 97623

File No.: 7021-1080123 (ALF)  
Date: July 25, 2007

THIS SPA




00028200200700135960030038

07/31/2007 03:45:16 PM

Fee: \$31.00

### STATUTORY WARRANTY DEED

 **Derald Watkins and Tara Watkins, as tenants by the entirety**, Grantor, conveys and warrants to **Donald Nelson**, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

**Subject to:**


1. The **2007-2008** Taxes, a lien not yet payable.
2. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is **\$170,000.00**. (Here comply with requirements of ORS 93.030)

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. 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 APPROVED USES, 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 197.352.

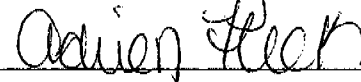
Dated this 31 day of July, 2007.

  
Derald Watkins

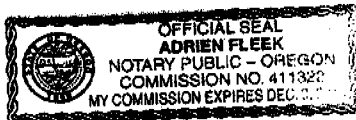
  
Tara Watkins

STATE OF Oregon )  
County of Klamath )ss.  
)

This instrument was acknowledged before me on this 31 day of July, 2007  
by **Derald Watkins and Tara Watkins.**

  
\_\_\_\_\_

Notary Public for Oregon  
My commission expires: 12-3-10



APN: **R607409**

Statutory Warranty Deed  
- continued

File No.: **7021-1080123 (ALF)**  
Date: **07/25/2007**

**EXHIBIT A**

**LEGAL DESCRIPTION:**

**Parcel 1**

Lot 6, Block 5, Town of Bonanza, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

**Parcel 2**

Lot 7 and the Westerly 50 feet of Lots 8, Block 5, Town of Bonanza, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.



After recording return to:

Don Nelson

2636 Tacoma

Bonanza, OR 97623

Until a change is requested all tax statements shall be sent to the following address:

Don Nelson

Same as Above

Escrow No. K58347S

Title No. K58347-S

THIS SPACE RESERVED FOR RECORDER'S USE

Vol M02 Page 18883

State of Oregon, County of Klamath

Recorded 03/29/2002 3:21 P m.

Vol M02, Pg 18883-85

Linda Smith, County Clerk

Fcc \$ 21.00 # of Pgs 3

'02 MAR 29 PM3:21

### STATUTORY WARRANTY DEED

Rex W. Hunt, Grantor, conveys and warrants to Donald M. Nelson, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

See Attached Exhibit "A" Legal Description

This property is free of liens and encumbrances, EXCEPT: Reservations and restrictions of record, rights of way, and easements of record and those apparent upon the land, contracts and/or liens for irrigation and/or drainage.

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 \$150,000.00 (Here comply with the requirements of ORS 93.030)

Dated this 29 day of MARCH, 2002

Rex W. Hunt

Rex W. Hunt

STATE OF OREGON

County of Klamath

} ss.

This instrument was acknowledged before me on this 29 day of March, 2002  
by Rex W. Hunt

[Signature]  
Notary Public for Oregon

My commission expires. 8-2-03



K31'

## Exhibit A

## Parcel One:

Beginning at a point South 89°50' West, 720 feet from the Quarter Section corner between Sections 9 and 10, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon; thence South 89°50' West 720 feet to a point; thence South 0°08' East, 360 feet to a point; thence North 89°50' East, 720 feet to a point; thence North 0°08' West, 360 feet to the point of beginning, being in the NE ¼ SE ¼ of Section 9, Township 39 South, Range 11 East of the Willamette Meridian. (Tax Account #3911-9DA-900)

## Parcel Two:

Beginning at a point which is South 89° 50' West 1440 feet and South 0°8' East 360 feet from the quarter corner common to Sections 9 and 10, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon; thence South 0° 8' East 165 feet; thence North 88°50' East 105 feet; thence South 0° 8' East 135 feet; Thence N. 89°50' E. 615 feet; thence N. 0°8' W. 300 feet; thence South 89°50' West 720 feet to the point of beginning. (Tax Account #3911-9DA-1000)

## Parcel Three:

A tract of land situated in the NE ¼ SE ¼ of Section 9, Township 39 South, Range 11 East of the Willamette Meridian, more particularly described as follows: Beginning at a 5/8 inch iron pin, with cap, located at the intersection of vacated Klamath Street and vacated Seattle Avenue in the vacated Bowne Addition to the town of Bonanza; thence South 01°35'10" East 446.69 feet; thence North 89°51'10" West parallel to College Street 93.00 feet; thence South 36°13'28" West 71.73 feet; thence South 01°35'10" East 125 feet to the North line of said College Street; thence North 89°51'10" West 211.27 feet to the Southwest corner of vacated Block 21 of said Bowne Addition; thence North 00°04'35" East along the West line of vacated Block 21 and Block 2 of said Bowne Addition 629.40 feet to the center of vacated Klamath Street; thence South 89°51'10" East along the centerline of said vacated Klamath Street 330.00 feet to the point of beginning. (Tax Account #3911-9DA-600)

## Parcel Four:

A tract of land situated in the SE ¼ NE ¼ and the NE ¼ SE ¼ of Section 9, Township 39 South, Range 11 E.W.M., said tract being more particularly described as follows:

Beginning at a 5/8" iron pin with cap marking the East one-fourth corner of said Section 9 as shown on the Bowne Addition to Bonanza subdivision plat; thence North 00°13'25" West along the East line of said Section 9 a distance of 113.25 feet to a 5/8" iron pin with cap; thence North 89°40'10" West along the Easterly extension of and along the Southerly edge of an existing fence a distance of 261.45 feet to a 5/8" iron pin with cap which is 1.5 feet Southeasterly of an existing fence corner; thence South 40°48'40" West along the easterly edge of an existing fence a distance of 152.00 feet to an "x" in the bottom of a concrete irrigation box which is four feet Southeasterly of an existing fence corner and the TRUE POINT OF BEGINNING of this description thence South 01°35'10" East a distance of 41.91 feet to a 5/8" iron pin with cap on the centerline of vacated Klamath Street; thence West along the centerline of vacated Klamath Street a distance of 360.00 feet to a point in the centerline of Tacoma Ave.; thence North along the centerline of Tacoma Ave. 41.91 feet more or less to a point which is West of the point of beginning; thence Easterly a distance of 360 feet to the point of beginning. Saving and excepting that portion deeded to the City of Bonanza in Deed recorded November 26, 1969 in M-69 on page 9887, records of Klamath County, Oregon. (Tax Account #3911-9DA-700)

18885

Parcel Five:

A portion of the NE  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 9, Township 39 South, Range 11 E.W.M. more particularly described as follows: Beginning at a point South 89°50' West 1,440 feet and South 0°8' East 525 feet from quarter corner between Sections 9 and 10, Township 39 South, Range 11 East of the Willamette Meridian; thence South 0°8' East 135 feet; North 89°50' East 105 feet; North 0°8' West 135 feet; South 89°50' West 105 feet to the point of beginning.  
( Tax Account #3911-9DA-1200)

01 JUN 18 PM 11:02



After recording return to:

Donald M. Nelson

PO Box 347  
Bonanza, OR 971023

Until a change is requested all tax statements  
shall be sent to the following address:

Donald M. Nelson

PO Box 347  
Bonanza, OR 971023

Escrow No. K57171S

Title No. K57171-S

THIS SPACE RESERVED FOR RECORDER'S USE

Vol. M01 Page 28893

State of Oregon, County of Klamath

Recorded 06/18/01, at 11:02 a.m.

In Vol. M01 Page 28893

Linda Smith,

County Clerk Fee \$ 21.00

### STATUTORY WARRANTY DEED

CBA Construction, an Oregon Corporation, Grantor, conveys and warrants to Donald M. Nelson, Grantee, the following described real property free of liens and encumbrances, except as specifically set forth herein:

Lot 15, 16, and 17 in Block 45, Bowne Addition to Bonanza, 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 and restrictions of record, rights of way, and easements of record and those apparent upon the land, contracts and/or liens for irrigation and/or drainage.

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 \$8,500.00 (Here comply with the requirements of ORS 93.030)

Dated this 18th day of June, 2001.

CBA Construction

By:

Maria Cooney  
Maria Cooney

STATE OF OREGON

County of Klamath

} ss.

This instrument was acknowledged before me on this 18th day of June, 2001  
by Maria Cooney for CBA Const



[Signature]  
Notary Public for Oregon

My commission expires: 8/2/03

K21

JUN 20 AM 8:51

Klamath County  
 305 Main Street, Rm. 238  
 K Falls, OR 97601  
 Grantor's Name and Address  
 Donald M. Nelson  
 P O Box 347  
 Bonanza, OR 97623  
 Grantee's Name and Address  
 After recording, return to (Name, Address, Zip):  
 Donald M. Nelson  
 P O Box 347  
 Bonanza, OR 97623  
 Until requested otherwise, send all tax statements to (Name, Address, Zip):  
 Donald M. Nelson  
 P O Box 347  
 Bonanza, OR 97623

SPACE RESERVED  
 FOR  
 RECORDER'S USE

Vol M01 Page 29434  
 STATE OF OREGON,  
 County of \_\_\_\_\_ } ss.

I certify that the within instrument was  
 received for recording on \_\_\_\_\_,  
 at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in  
 book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_  
 and/or as fee/file/instrument/microfilm/reception  
 No. \_\_\_\_\_, Records of this County.

Witness my hand and seal of County affixed.

State of Oregon, County of Klamath \_\_\_\_\_  
 Recorded 06/20/01, at 8:51 a m.  
 In Vol. M01 Page 29434 Deputy.  
 Linda Smith,  
 County Clerk Fee \$ 21.00

## QUITCLAIM DEED

KNOW ALL BY THESE PRESENTS that Klamath County, a political subdivision of  
the State of Oregon  
 hereinafter called grantor, for the consideration hereinafter stated, does hereby remise, release and forever quitclaim unto  
Donald M. Nelson  
 hereinafter called grantee, and unto grantee's heirs, successors and assigns, all of the grantor's right, title and interest in 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:

The West 65 feet of Lots 1 and 2, Block 4, Bonanza, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SUBJECT TO Covenants, conditions, reservations, easements, restrictions, rights, rights of way and all matters appearing of record.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$5,500.00. However, the actual consideration consists of or includes other property or value given or promised which is ☐ part of the ☐ the whole (indicate which) consideration. (The sentence between the symbols ☐ 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 June 20, 2001; 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.

Francis Roberts  
 Francis Roberts

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on \_\_\_\_\_  
 by \_\_\_\_\_

This instrument was acknowledged before me on June 20, 2001

by Francis Roberts

as Klamath County Surveyor

of the State of Oregon



Linda A. Seater  
 Notary Public for Oregon

My commission expires June 20, 2003

21  
 0601-400



KNOW ALL MEN BY THESE PRESENTS, That DWAYNE DALE FRAZIER and DEBRA JEAN FRAZIER, as tenants by the entirety hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by DONALD H. NELSON hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, the certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of KLAMATH and State of Oregon, described as follows, to-wit:

The E1/2 of Lots 9 and 10 in Block 6, ORIGINAL TOWN OF BONANZA, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

## MOUNTAIN TITLE COMPANY

"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."

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple and the above granted premises, free from all encumbrances except those of

record and those apparent upon the land, if any, as the date of this deed and that grantor will warrant and forever defend the said 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 \$ 50,000.00

~~THE GRANTEE HEREBY CERTIFIES THAT THIS DEED IS NOT BEING USED TO VIOLATE ANY APPLICABLE LAND USE LAWS OR 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.~~

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 27 day of July, 1994; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

STATE OF OREGON,

County of Klamath, ss.

July 27, 1994

Personally appeared the above named

DWAYNE DALE FRAZIER

DEBRA JEAN FRAZIER

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Mary Kenneally  
Notary Public for Oregon

My commission expires: 4/20/96



DWAYNE DALE FRAZIER and DEBRA JEAN FRAZIER

24999 N Bee Valley Rd.  
Klamath Falls, OR 97603

GRANTOR'S NAME AND ADDRESS

DONALD H. NELSON

14575 E Langell Valley  
Bonanza, OR 97603

GRANTEE'S NAME AND ADDRESS

ANY OTHER NAME BY

DONALD H. NELSON

14575 E Langell Valley  
Bonanza, OR 97603

NAME, ADDRESS, CT

DONALD H. NELSON

14575 E Langell Valley  
Bonanza, OR 97603

NAME, ADDRESS, CT

Dwayne Dale Frazier

DWAYNE DALE FRAZIER

Debra Jean Frazier

DEBRA JEAN FRAZIER

STATE OF OREGON, County of \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this

\_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_,

\_\_\_\_\_, president, and by \_\_\_\_\_,

\_\_\_\_\_, secretary of \_\_\_\_\_,

a \_\_\_\_\_ corporation, on behalf of the corporation.

Notary Public for Oregon \_\_\_\_\_

My commission expires: \_\_\_\_\_ (SEAL)

STATE OF OREGON,

ss.

County of Klamath

I certify that the within instrument was received for record on the 28th

day of July, 1994,

at 10:56 o'clock A. M., and recorded

in book M94, on page 23105 or as

file/reel number 84962,

Record of Deeds of said county.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

Recording Officer

Pauline Nulander, Deputy

Fee \$30.00

BE

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



Pedro and Nancy Ibarra  
2912 Carroll Ave  
BONANZA OR 97623

First Party's Name and Address

DONALD M. NELSON  
PO Box 437  
BONANZA OR 97623

Second Party's Name and Address

After recording, return to (Name, Address, Zip):

Until requested otherwise, send all tax statements to (Name, Address, Zip):

Donald M. Nelson  
PO Box 437  
Bonanza OR 97623

2011-004176

Klamath County, Oregon



00099681201100041760020026

SPACE RESE

FOR

03/30/2011 10:40:26 AM

Fee: \$42.00

RECORDER'S USE

Witness my hand and seal of County affixed.

NAME

TITLE

By \_\_\_\_\_, Deputy.

# ESTOPPEL DEED MORTGAGE OR TRUST DEED

THIS INDENTURE between

Pedro and Nancy Ibarra

hereinafter called the first party, and

Donald M. Nelson

hereinafter called the second party; WITNESSETH:

Whereas, the title to the real property hereinafter described is vested in fee simple in the first party, subject to the lien of a mortgage or trust deed recorded in the Records of the county hereinafter named, in ☐ book ☐ reel ☐ volume No. 2007 on page 249, and/or as ☐ fee ☐ file ☐ instrument ☐ microfilm ☐ reception No. \_\_\_\_\_ (indicate which), reference to those Records hereby being made, and the notes and indebtedness secured by the mortgage or trust deed are now owned by the second party, on which notes and indebtedness there is now owing and unpaid the sum of \$ 120,477.47, the same being now in default and the mortgage or trust deed being now subject to immediate foreclosure; and whereas the first party, being unable to pay the same, has requested the second party to accept an absolute deed of conveyance of the property in satisfaction of the indebtedness secured by the mortgage or trust deed, and the second party does now accede to that request;

NOW, THEREFORE, for the consideration hereinafter stated (which includes the cancellation of the notes and the indebtedness secured by the mortgage or trust deed and the surrender thereof marked "Paid in Full" to the first party), the first party does hereby grant, bargain, sell and convey unto the second party and to second party's heirs, successors and assigns, all of the following described real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Klamath County, State of Oregon, to-wit:

Lot 6 of tract 1224, Davis Subdivision, 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)

The true and actual consideration for this conveyance is \$ - 0 - (Here comply with ORS 93.030.)

(OVER)

Returned to Counter



TO HAVE AND TO HOLD the same unto the second party and second party's heirs, successors and assigns forever.

And the first party, for first party and first party's heirs and legal representatives, does covenant to and with the second party and second party's heirs, successors and assigns, that the first party is lawfully seized in fee simple of the property, free and clear of encumbrances except the mortgage or trust deed and not otherwise except (if none, so state) \_\_\_\_\_

that the first party will warrant and forever defend the above granted premises, and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, other than the liens above expressly excepted; that this deed is intended as a conveyance, absolute in legal effect as well as in form, of the title to the premises to the second party and all redemption rights which the first party may have therein, and not as a mortgage, trust deed or security of any kind; that possession of the premises hereby is surrendered and delivered to the second party; that in executing this deed the first party is not acting under any misapprehension as to the effect thereof or under any duress, undue influence, or misrepresentation by the second party, or second party's representatives, agents or attorneys; that this deed is not given as a preference over other creditors of the first party, and that at this time there is no person, partnership or corporation, other than the second party, interested in the premises directly or indirectly, in any manner whatsoever, except as set forth above.

In construing this instrument, it is understood and agreed that the first party as well as the second party may be more than one person; that if the context so requires the singular includes the plural, and that all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the first party has executed this instrument. If first party 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.

DATED \_\_\_\_\_

03/29/11

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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. 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, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

Pedro Ibarra  
Nancy Ibarra

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on March 29, 2011  
by Nancy Ibarra and Pedro Ibarra

This instrument was acknowledged before me on \_\_\_\_\_  
by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

Karen Petersen

Notary Public for Oregon

My commission expires Oct 20, 2011



NN



Degan Parker

2010-001791

Klamath County, Oregon

First Party's Name and Address

Donald M. Nelson

PO BOX 437

Bonanza, OR 97623

Second Party's Name and Address

After recording, return to (Name, Address, Zip):

Donald M. Nelson

PO BOX 437

Bonanza, OR 97623

Until requested otherwise, send all tax statements to (Name, Address, Zip):

Donald M. Nelson

PO BOX 437

Bonanza, OR 97623

SPACE RES  
FOR  
RECORDEF

00079433201000017910020029

02/02/2010 02:33:07 PM

Fee: \$42.00

ESTOPPEL DEED  
MORTGAGE OR TRUST DEED

THIS INDENTURE between Degan Parker

hereinafter called the first party, and Donald M. Nelson

hereinafter called the second party; WITNESSETH:

Whereas, the title to the real property hereinafter described is vested in fee simple in the first party, subject to the lien of a mortgage or trust deed recorded in the Records of the county hereinafter named, in book/reel/volume No. 2006 on page 016431, and/or as fee/file/instrument/microfilm/reception No. (indicate which), reference to those Records hereby being made, and the notes and indebtedness secured by the mortgage or trust deed are now owned by the second party, on which notes and indebtedness there is now owing and unpaid the sum of \$ 223,000.00, the same being now in default and the mortgage or trust deed being now subject to immediate foreclosure; and whereas the first party, being unable to pay the same, has requested the second party to accept an absolute deed of conveyance of the property in satisfaction of the indebtedness secured by the mortgage or trust deed, and the second party does now accede to that request;

NOW, THEREFORE, for the consideration hereinafter stated (which includes the cancellation of the notes and the indebtedness secured by the mortgage or trust deed and the surrender thereof marked "Paid in Full" to the first party), the first party does hereby grant, bargain, sell and convey unto the second party and to second party's heirs, successors and assigns, all of the following described real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Klamath County, State of Oregon, to-wit:

Parcel 1 of land partition 32-02, situated in portions of vacated blocks 1, 2, 21 and 22 of Bowne Addition to Bonanza in the NE 1/4 SE 1/4 Section 9, Township 39 South Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon

The true and actual consideration for this conveyance is \$ -0- (Here comply with ORS 93.030.)

(OVER)

F42



TO HAVE AND TO HOLD the same unto the second party and second party's heirs, successors and assigns forever.

And the first party, for first party and first party's heirs and legal representatives, does covenant to and with the second party and second party's heirs, successors and assigns, that the first party is lawfully seized in fee simple of the property, free and clear of encumbrances except the mortgage or trust deed and not otherwise except (if none, so state) \_\_\_\_\_

None

that the first party will warrant and forever defend the above granted premises, and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, other than the liens above expressly excepted; that this deed is intended as a conveyance, absolute in legal effect as well as in form, of the title to the premises to the second party and all redemption rights which the first party may have therein, and not as a mortgage, trust deed or security of any kind; that possession of the premises hereby is surrendered and delivered to the second party; that in executing this deed the first party is not acting under any misapprehension as to the effect thereof or under any duress, undue influence, or misrepresentation by the second party, or second party's representatives, agents or attorneys; that this deed is not given as a preference over other creditors of the first party, and that at this time there is no person, partnership or corporation, other than the second party, interested in the premises directly or indirectly, in any manner whatsoever, except as set forth above.

In construing this instrument, it is understood and agreed that the first party as well as the second party may be more than one person; that if the context so requires the singular includes the plural, and that all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the first party has executed this instrument. If first party 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.

DATED 2/2/2012

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.

Degan Parker  
Degan Parker

STATE OF OREGON, County of Linn ss.

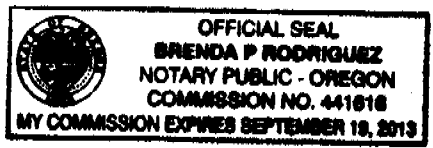
This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_

as \_\_\_\_\_

of \_\_\_\_\_

Brenda Rodriguez  
Brenda Rodriguez  
Notary Public for Oregon  
My commission expires 9-19-13



2008-005604

Klamath County, Oregon



00044404200800056040010016

04/17/2008 08:38:42 AM

Fee: \$21.00

## Land Partition/Subdivision

**Direct: Developer & Surveyor**

**Grantor** Rhine Cross Group

Don Nelson

**Indirect: Land Partition/Subdivision**

**Grantee:** Land partition 64-07

**Legal:** Sec 9 TW 39S R 11E

LP 64-07

5 JUL 5 PM 3:24

K-57207 CONTRACT—REAL ESTATE Vol M01 Page 32750

THIS CONTRACT, Made this 3rd day of July, 192001, between Donald M. Nelson, hereinafter called the seller,

and Vernon Ray Gayler and Diane Marie Gayler, tenants by the entirety, hereinafter called the buyer,

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in Klamath County, State of OREGON, to-wit:

Lots 5 and 6 in Block 72 of BOWNE ADDITION to the City of Bonanza, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

for the sum of Sixty-Seven Thousand Dollars and no/100-----Dollars (\$67,000.00) (hereinafter called the purchase price) on account of which Four Thousand Dollars and no/100-----Dollars (\$4,000.00) is paid on the execution hereof (The receipt of which is hereby acknowledged by the seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$63,000.00) to the order of the seller in monthly payments of not less than Four Hundred Eighty Four Dollars and 42/100-----Dollars (\$484.42) each, until July 3, 2031 at which time all principal, interest, ~~and~~ ~~any other charges~~ will become due and payable, payable on the 3rd day of each month hereafter beginning with the month of August, 192001, and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 8.5 per cent per annum from July 3, 2001 until paid, interest to be paid monthly and \* } in addition to being included in the minimum monthly payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract.

The buyer warrants to and covenants with the seller that the real property described in this contract is \* (A) property for buyer's personal, family or household purposes, not to be used for commercial purposes.

The buyer shall be entitled to possession of said lands on July 3, 192001, and may retain such possession so long as buyer is not in default under the terms of this contract. The buyer agrees that at all times buyer will keep the premises and the buildings, now or hereafter erected thereon, in good condition and repair and will not suffer or permit any waste or strip thereof; that buyer will keep said premises free from construction and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by seller in defending against any such liens; that buyer will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, buyer will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than \$----- in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

The seller agrees that at seller's expense and within ----- days from the date hereof, seller will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, seller will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, buyer's heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under seller, excepting, however, the said easements, restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or buyer's assigns.

(Continued on reverse)

\*IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures for this purpose, use Stevens-Nease Form No. 1319 or similar.

Donald M. Nelson  
SELLER'S NAME AND ADDRESS  
Vernon & Diane Gayler  
BUYER'S NAME AND ADDRESS  
After recording return to:  
First American Title  
Collection Dept.  
NAME, ADDRESS, ZIP  
Until a change is requested all tax statements shall be sent to the following address:  
NAME, ADDRESS, ZIP

STATE OF OREGON,  
County of -----  
I certify that the within instrument was received for record on the ----- day of -----, 19-----, at ----- o'clock ----- M., and recorded in book/roll/volume No. ----- on page ----- or as fee/title/instrument/microfilm/reception No. -----, Record of Deeds of said county.  
Witness my hand and seal of County affixed.  
NAME TITLE  
By ----- Deputy

32751

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within 30 days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at seller's option shall have the following rights:

- (1) To declare this contract cancelled for default and null and void, and to declare the purchaser's rights forfeited and the debt extinguished, and to retain sums previously paid hereunder by the buyer;
- (2) To declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable; and/or
- (3) To foreclose this contract by suit in equity.

In any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and vest in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect seller's right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 67,000.00 ① However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which). ②

In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and if an appeal is taken from any judgment or decree of the trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the context so requires, the singular pronoun shall be taken to mean and include the plural and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors in interest and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its name to be signed and its seal 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.

Donald M. Nelson  
 Vernon Ray Gayler  
 Diane Marie Gayler

\* SELLER: Comply with ORS 93.905 at seq prior to exercising this remedy.

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON, County of Klamath ) ss.

This instrument was acknowledged before me on 3rd day of July, 2001  
 by Vernon Ray Gayler & Diane Marie Gayler

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_,

by \_\_\_\_\_  
 as \_\_\_\_\_  
 of \_\_\_\_\_  
 My commission expires \_\_\_\_\_



ORS 93.695 (1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are bound thereby.

ORS 93.990(3) Violation of ORS 93.695 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

STATE OF Oregon } ss.  
 County of Klamath

This instrument was acknowledged before me on this 3rd day of July, 2001  
 by Donald M. Nelson



My commission expires 8-2-03

State of Oregon, County of Klamath  
 Recorded 07/05/01 at 3:24 p.m.  
 In Vol. M01 Page 32750  
 Linda Smith,  
 County Clerk Fee \$ 26.00





00119605201200063710020029

06/12/2012 09:14:26 AM

Fee: \$42.00

**AFTER RECORDING RETURN TO:**

Donald M. Nelson  
P.O. Box 437  
Bonanza, OR 97623

**UNTIL A CHANGE IS REQUESTED  
ALL TAX STATEMENTS SHALL BE  
SET TO THE FOLLOWING ADDRESS:  
GRANTEE**

**BARGAIN AND SALE DEED**

KNOW ALL MEN BY THESE PRESENTS that Donald Marc Nelson and Lori Ann Nelson, hereinafter called grantors, for the consideration hereinafter stated, do hereby grant, bargain, sell and convey unto Donald Marc Nelson, hereinafter called grantee, and unto grantees's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

**See attached Exhibit "A"**

SUBJECT TO easements, rights of way and encumbrances of public record.

To Have and Hold the same unto the said grantee and grantees's heirs, successors and assigns forever.

The true and actual consideration for this transfer is pursuant to a General Judgment of Dissolution of Marriage entered in the Circuit Court of the State of Oregon for Jackson County under Case No. 11-0706-D7(3).

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

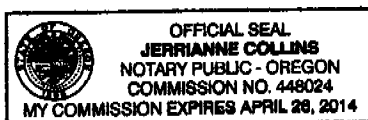
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

IN WITNESS WHEREOF, the grantor has executed this instrument on this 10 day of June, 2012.

Lori Ann Nelson  
LORI ANN NELSON

STATE OF OREGON, County of Josephine ss.

On this 10 day of June, 2012, personally appeared the above-named Lori Ann Nelson, and acknowledged the foregoing instrument to be his voluntary act and deed.



Jerrianne Collins  
NOTARY PUBLIC FOR OREGON

IT WITNESS WHEREOF, the grantor has executed this instrument on this 10 day of JUNE, 2012.

Donald Marc Nelson  
DONALD MARC NELSON

STATE OF OREGON, County of Josephine ss.

On this 10 day of JUNE, 2012, personally appeared the above-named Donald Marc Nelson, and acknowledged the foregoing instrument to be her voluntary act and deed.



Adrienne Louise Flesch  
NOTARY PUBLIC FOR OREGON

Exhibit A

A parcel of land situated in the SE1/4 of Section 9, Township 39 South, Range 11 East of the Willamette Meridian,

Commencing at the southwest corner of Parcel 3 of Land Partition 16-06, as recorded at the Klamath county Clerk's office, said point being marked by a 5/8" rebar with a yellow plastic cap stamped "LS 58985", thence North 14°19'46" West, 120.68 feet to the westerly right-of-way line of Tacoma Avenue, and the centerline of vacated Modoc Street, marking the true point of beginning; thence, along the said centerline line, North 89°51'10" West, 720.00 feet to the centerline of vacated Bowne Avenue; thence, along said centerline and the extension thereof, North 00°03'45" East, 367.91 feet; thence leaving said centerline, North 89°57'19" East, 720.00 feet, to the westerly right-of-way line of Tacoma Avenue; thence, along said westerly line, South 00°03'45" West, 370.32 feet to the point of beginning.