2021-011745

Klamath County, Oregon



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08/02/2021 12:17:50 PM

Fee: \$97.00

RECORDING REQUESTED BY:

Frank R. Stonier and Christy L. Stonier Post Office Box 58 Grenada, California 96038

MAIL TAX STATEMENTS TO:

Frank R. Stonier and Christy L. Stonier Post Office Box 58 Grenada, California 96038

GRANTEE:

Frank R. Stonier and Christy L. Stonier, Trustees of the 2018 Frank R. Stonier and Christy L. Stonier Revocable Trust Post Office Box 58 Grenada, California 96038

GRANTOR:

Stanley S. Stonier and Dolores E. Stonier Post Office Box 5 Beatty, Oregon 97621

WARRANTY DEED

FOR VALUE RECEIVED, Stanley S. Stonier and Dolores E. Stonier, Trustees of the Stanley S. Stonier and Dolores E. Stonier Revocable Living Trust, Grantors, do hereby grant, bargain, sell and convey unto, Frank R. Stonier and Christy L. Stonier, Trustees of the 2018 Frank R. Stonier and Christy L. Stonier Revocable Trust dated August 22, 2018, as Grantee, all that certain real property located in Klamath County, Oregon, and more particularly described as follows:

Parcel 1 The property is situated at 36205 Drews Road, Sprague River, OR 97639 and the legal description of the property is as follows: In township 36 south, range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon: Section 1: S 1/2 SE 1/4, S 1/2 NE 1/4 SE 1/4 In township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon: Section 6: W 1/2 Lot 3, All Lot 4, SW 1/4 NW 1/4, W 1/2 SE 1/4 NW 1/4, SW 1/4.

Parcel 2

The property is situated on 31340 Godowa Springs Road, Beatty, OR 97621 and the legal description of the property is as follows:

The North 1/2 of the Northeast 1/4 of the Northeast 1/4 Section 34, Township 35 South, Rage 12 East of the Willamette Meridian of Klamath County, Oregon.

Parcel 3

The property is situated on 31340 Godowa Springs Road, Beatty, OR 97621 and the legal description of the property is as follows:

The East 1/2 of the Northwest 1/4 and West 1/2 of the Northeast 1/4 of Section 34, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

Tax Parcel No. R290429

TOGETHER WITH all improvements, easements, hereditaments and appurtenances thereto, and subject to such rights, easements, covenants, restrictions and zoning regulations as appear of record or based upon the premises.

The consideration for this transfer is Fifty-Four Thousand Twelve and 87/100 Dollars (\$54,012.87).

BEFORE SIGNING OR ACCEPTING TIDS 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 ACOUIRING 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.

IN WITNESS WHEREOF, Grantors have hereunto subscribed their names to this instrument effective the 2/ day of 3/2 2021.



*Notary Acknowledgment on the following page. WARRANTY DEED GRANTORS

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Stanley S. Stonier, Trustee of the Stanley S. Stonier and Dolores E. Stonier Revocable Living Trust

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Dolores E. Stonier, Trustee of the Stanley S. Stonier and Dolores E. Stonier Revocable Living Trust

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

OREGON STATE OF CALIFORNIA } Klamath }ss. COUNTY OF SISKIYOU }

On <u>July 2/2021</u> before me, <u>Stary Osborn</u>, Notary Public, personally appeared <u>STANLEY S. STONIER AND DOLORES E. STONIER</u> who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_ Stacy M Osbac



ASSUMPTION OF PROMISSORY NOTE AND CONSENT TO TRANSFER TITLE

This Assumption of Promissory Note and Consent to Transfer Title ("Agreement") is entered into between Stanley S. Stonier and Dolores E. Stonier ("Borrower"), Schroeder Law Offices, PC ("Lender"), and Frank R. Stonier and Christy L. Stonier ("Buver").

On or about January 22, 2018, Borrower executed a Promissory Note ("the Note") in favor of Lender. The Promissory Note is secured by a Trust Deed of even date recorded in Klamath County, Oregon, as Document No. 2018-001365 ("the Trust Deed").

Buyer is the son and daughter-in-law respectively of Borrower. Borrower has agreed to transfer the real property subject to the Trust Deed to Buyer and in exchange Buyer has agreed to be responsible for the monies owed under the Note to Lender.

Lender consents to the transfer and agrees not to enforce the due on sale clause or accelerate the Note as a result of the transfer so long as Buyer timely makes payments to Lender pursuant to the terms of the Note.

Date: June 21, 2021

21,2021

2021

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Dolores E. Stonie

Schroeder Law Offices, PC

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Date: June 29, 2021

Frank R. Stonier

Christy I

Title: