After Recording Return Document to:
Melissa Murgan
2940 FreeLAND Lot PROMISSORY NOTE
LENTRAL POINT, OR 97502

2022-004994 Klamath County, Oregon

00298969202200049940050050

04/19/2022 03:26:44 PM

Fee: \$102.00

\$70,000.00

Klamath Falls, Oregon

April 13\_\_\_\_, 2022

For value received, the undersigned, Morgahn Grey, ("Obligor") promises to pay to the order of Melissa Morgan, , ("Payee") the sum of Seventy Thousand and No/100ths Dollars (\$70,000.00) in lawful money of the United States of America, with interest thereon at the rate of 3% per annum, payable in a balloon payment, when the entire unpaid balance, both principal and interest shall be due and payable in full on April 14th, 2024 for the complete interest in the leasehold owned by Payee as evidenced by assignment of lease dated October 14, 2020 between Michael H. Watkins and Melissa Morgan recorded in Klamath County, OR, November 11th, 2020 with recording number 2020-014483.

Obligor will pay all payments to Payee at 2940 Freeland Road, Central Point, OR 97502.

Obligor reserves the right to prepay all or any portion of this note at any time without penalty, provided, however, that any such prepayment shall be designated as such and shall not excuse the Obligor from making the final payment of interest and the remaining unpaid principal balance on time on April 14, 2024.

If default is made in the payment of the final interest and principal payment when due under this note and such default continues for a period of thirty (30) days, or in the performance of any of the terms, covenants, conditions or warranties contained in the Deed of Trust of even date herewith, between the Obligors as Grantor and Payee as Beneficiary, (other than payment) and such

PAGE 1 - PROMISSORY NOTE

default continues for a period of thirty (30) days after the holder of this note ("Payee") sends, by certified mail, return receipt requested, written notice of default in the performance of any term, condition, or obligation other than payment, then, at the option of Payee, the entire principal sum evidenced hereby together with interest accrued thereon shall become immediately due and payable.

Obligor promises to pay Payee's reasonable collection costs incurred as a result of a default under this note, whether or not any legal action is filed. In addition, the Obligor promises to pay the Payee's reasonable attorney fees incurred in any legal action or bankruptcy proceeding filed as a result of default of this note, including at trial, on appeal and on any petition for review therefrom, and including, without limitation, any costs or disbursements incurred by Payee's attorney in said legal action, whether at trial or on appeal or on any petition for review therefrom.

Any notices required or permitted by this Note shall be sent to Obligors at P.O. Box 446, Tahoe City, CA 96145.

By signing this note, Obligor waives presentment for payment, notice of dishonor, protest, notice of protest and diligence in collection, and consent that the time of payment on any part of this note may be extended by the holder without otherwise modifying, altering, releasing, affecting, or limiting its liability.

Melissa Morgan, Payee

Morgahn Grey, Obligor

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.

State of California )
County of Placer )

On April 13, 2022, before me, J. Friedman, Notary Public, personally appeared Morgahn Grey 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.

J. FRIEDMAN
Notary Public - California
Placer County
Commission # 2358654
My Comm. Expires Jun 20, 2025

NOTARY PUBLIC SIGNATURE

My Commission expires on June 20, 2025

**RE: Promissory Note** 

Acknowledgment Jan 2015

JOHN HEATON P.L.S.

## TRU SURVEYING, INC. LINE 2333 SUMMERS LANE KLAMATH FALLS, OREGON 97603 PHONE: (541) 884-3691



FEBRUARY 6, 2015

## LEGAL DESCRIPTION

A TRACT OF LAND BEING A PORTION OF PARCEL 1 OF "LAND PARTITION 26-10", SITUATED IN THE IN THE SE1/4 OF SECTION 13, T30S, R10EWM, AND THE SW1/4 OF SECTION 18, T30S, R11EWM, KLAMATH COUNTY, OREGON, BEING MORE PARTICULALY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE BOUNDARY OF SAID PARCEL 1, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 13 BEARS \$22°15'16"E 1462.74 FEET; THENCE \$89°19'45"E, ALONG THE BOUNDARY OF SAID PARCEL 1, 1004.18 FEET TO A POINT ON THE NRCS WETLAND RESERVE PROGRAM EASEMENT; THENCE, ALONG THE BOUNDARY OF SAID EASEMENT THE FOLLOWING COURSES, \$10°37'35"W 96.69 FEET, \$22°10'36"W 90.86 FEET, \$27°56'06"W 96.91 FEET, \$05°37'33"W 402.56 FEET AND \$05°08'42"W 149.54 FEET; THENCE, LEAVING SAID EASEMENT BOUNDARY, N70°00'00"W 1136.31 FEET TO A POINT ON THE BOUNDARY OF SAID PARCEL 1; THENCE N26°04'33"E 487.03 FEET TO THE POINT OF BEGINNING, CONTAINING 15.32 ACRES, MORE OR LESS, WITH BEARINGS BASED ON RECORD OF SURVEY 7977 ON FILE AT THE OFFICE OF THE KLAMATH COUNTY SURVEYOR.

PROFESSIONAL LAND SURVEYOR

> OREGON ANKLOWY 14, 2000 SONN M. NEARCH

RENEWAL DATE: 6/30/15

JOHN M. HEATON P.L.S. 7284

EXHIBIT A"

