



**ASSIGNMENT OF TRUST DEED
AND PROMISSORY NOTE**

12/30/2025 12:35:43 PM

Fee: \$107.00

THIS ASSIGNMENT made and entered into this 8th day of December, 2025, by and between Horton Bros., Inc., an Oregon Corporation, hereinafter referred to as "Assignor" and CDM PROPERTIES, an Oregon Partnership, hereinafter referred to as "Assignee". The parties agree as follows:

1. Assignment Assignor hereby assigns and transfers to Assignee, its successors and assigns, all right, title and interest of Assignor in and to that certain Promissory Note in the face amount of \$20,500.00, dated September 12, 1991, having John F Neese and Theresa M. Neese as Promisors and Judy L. Randolph as Promisee. Assignor further hereby assigns and transfers to Assignee, its successors and assigns, all right, title and interest of Assignor in and to that certain Trust Deed dated September 12, 1991, having John F. Neese and Theresa M. Neese as Grantor, Klamath County Title Company as Trustee and Judy L. Randolph as Beneficiary, and recorded September 19, 1991, in volume M91, Page 18918, mortgage records of Klamath County, Oregon. The real property subject to the above referenced Trust Deed is described as follows:

Lots 17 and 18 in Block 5 of Lenox,
According to the official plot thereof
On file in the office of the County Clerk
Of Klamath County, Oregon.

Assignor hereby covenants and agrees that they are the present lawful owner and holder of all of the interest of the Promisee under the above referenced Promissory Note and all of the interest of the beneficiary under the above referenced Trust Deed. Assignor covenants that they have good right to sell, transfer and assign said Promissory Note and Trust Deed and that said Promissory Note and Trust Deed have not heretofore been transferred, assigned or in any way encumbered either in whole or in part. Assignor further covenants and agrees that there is now due and owing under the abovesaid Promissory Note and Trust Deed the sum of \$4,040.04 together with interest thereon at the rate of ten percent (10%) per annum from December 28, 1992, until paid; that said Promissory Note and Trust Deed have not been modified or amended in any manner; that there are no offsets or counterclaims to the amounts payable under said Promissory Note and Trust Deed; that there are no disputes with regard to said Promissory Note and Trust Deed; and that said Promissory Note and Trust Deed is not now in default in any manner.

RETURN TO: CDM PROPERTIES
15359 HWY 101 S.
BROOKINGS, OR 97415

2. Klamath County Title Co. Escrow. All payments under the Promissory Note and Trust Deed herein assigned are paid through collection escrow account no. 4915, Klamath County Title Co., 422 Main Street, P.O. Box 151, Klamath Falls, Oregon 97601. Upon the execution of this Assignment, the parties hereto agree to forward an executed copy of this Assignment of Trust Deed and Promissory Note and amended escrow instructions to Klamath County Title Co.

3. Further Acts. Assignor agrees to make, execute and deliver any and all additional instruments or papers and perform any additional acts as may be reasonably necessary or proper to carry this assignment into effect.

4. Attorney Fees. In the event any suit or action is brought by any party under this agreement to enforce any of its terms, it is agreed that the prevailing party shall be entitled to a reasonable attorney fee to be fixed by the trial and appellate courts.

5. Governing Law and Venue. This agreement shall be governed by the laws of the State of Oregon. The parties agree that all disputes relating to this agreement shall be tried before the courts of Oregon to the exclusion of all courts which might have jurisdiction apart from this provision. Venue in any suit or action arising hereunder shall be in the courts of Curry County, Oregon.

6. Number and Gender; Parties. As used in this agreement, the singular shall include the plural and the plural the singular. The masculine and the neuter shall each include the masculine, feminine and the neuter as the context requires.

7. Legal Effect and Benefit. This agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

8. Legal Representation. The parties hereto acknowledge that the law firm of Chandler, Lesan & Finneran has represented only Assignee in all aspects of this transaction including, but not limited to the preparation of the documents utilized herein and that the Assignor has been advised to obtain independent legal advice with respect to the purpose, effect and advisability of this transaction and her rights and obligations under this agreement.

RETURN TO: CDM PROPERTIES
15359 HWY. 101 S.
BROOKINGS, OR 97415

2 - Assignment of Trust Deed and Promissory Note

OC

(1)

REQUEST FOR FULL RECONVEYANCE

TO: Klamath County Title Co., Trustee.

The undersigned is the legal owner and holder of all indebtedness and other obligations secured by that certain trust deed in which is the grantor and you are the trustee or successor trustee, recorded in book/reel/volume No. at page, or as fee/file/instrument/microfilm/reception No., records of County, Oregon.

YOU ARE HEREBY DIRECTED, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to reconvey, without warranty, to the party or parties entitled thereto by the terms of said trust deed, the estate now held by you under the same.

DELETE ONE OF THESE PARAGRAPHS

All sums due and other obligations secured by said trust deed have been fully paid and satisfied, and you are directed to cancel all evidence of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed).

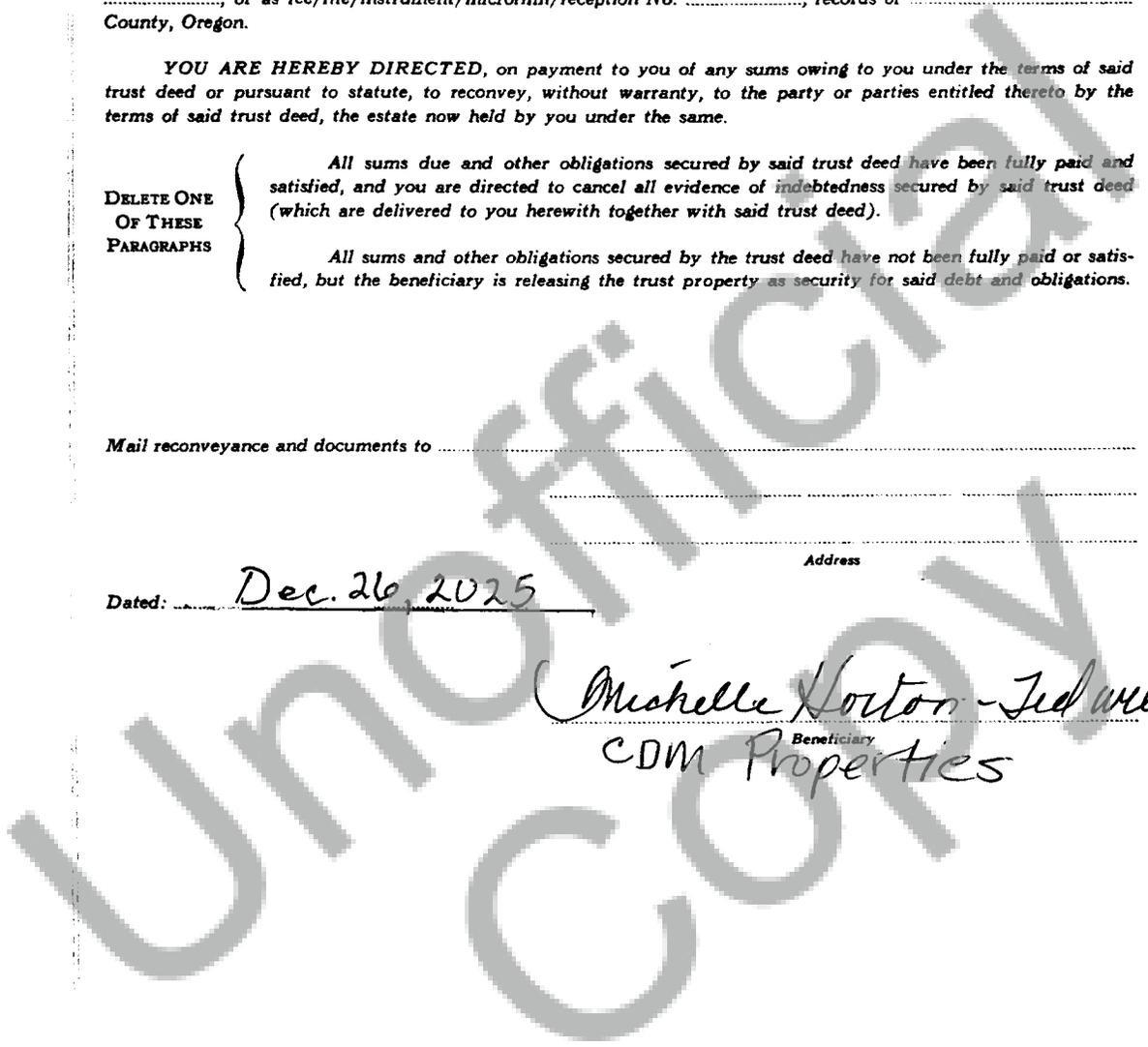
All sums and other obligations secured by the trust deed have not been fully paid or satisfied, but the beneficiary is releasing the trust property as security for said debt and obligations.

Mail reconveyance and documents to

Address

Dated: Dec. 26 2025

Michelle Horton-Jedwell
Beneficiary
CDM Properties

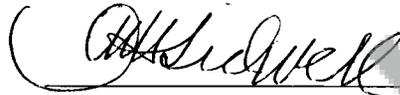


IN WITNESS WHEREOF, the party hereto have signed this Assignment on the day and year first written ABOVE.

ASSIGNOR:
Horton Bros., Inc.

ASSIGNEE:
CDM PROPERTIES



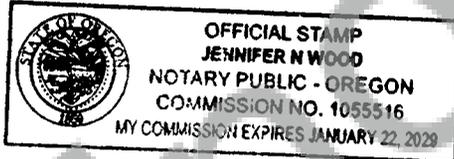


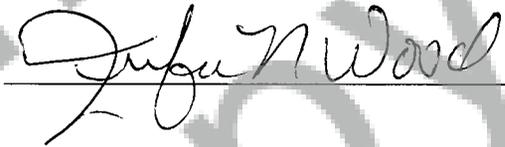
STATE OF OREGON

COUNTY OF CURRY

December 29, 2025

Personally appeared before me the above named Michelle Horton-Tidwell, who being first duly sworn did say: That she is the President of Horton Bros., Inc, an Oregon corporation and that she is a Managing partner of CDM Properties; that she is authorized by the board of directors of said corporation and partnership to execute the foregoing instrument; and, she acknowledged the foregoing instrument as the voluntary act and deed of Horton Bros., Inc. and CDM Properties.





Return to: CDM Properties
15359 Hwy 101 S.
Brookings, OR 97415