

WARRANTY DEED - STATUTORY FORM
(Individual or Corporation)

PVE
INCLUDES!
SANITARY SEWER
PUMP STATION
AREA

JAMES A. HENNIG and ETHEL M. HENNIG, husband and wife

Grantor, conveys and warrants to PAUL BUNYAN HOMES, INC., an Oregon corporation

Grantee, the following described real property free of encumbrances except as specifically set forth herein:

lot 9, Block 1, HILLTOP ACRES, in Clackamas County, Oregon.

SUBJECT TO a 15 foot utility easement along the Easterly Lot line.

Encumbrances: excepting restrictive covenants, regarding underground utilities, imposed by instrument, including terms and provisions recorded April 25, 1969 as Recorder's Fee No. 69-7258, Clackamas County Records.

The true consideration for this conveyance is \$ 6,000.00 (Here comply with the requirements of ORS 93.030*).

Dated this 20th day of January, 1977, if a corporate grantor, it has caused its name to be signed by order of its board of directors.

James A. Hennig
Ethel M. Hennig

STATE OF OREGON,)
County of Clackamas) ss.
January 20, 1977

Personally appeared the above named
James A. and Ethel M. Hennig,
husband and wife,
and acknowledged the foregoing instrument to be their voluntary act and deed

Before me, I, Lorraine Hall,
Notary Public for Oregon
My commission expires: 10-29-80

STATE OF OREGON, County of) ss.
January 20, 1977

Personally appeared)
and
who, being duly sworn,
each for himself and not one for the other, did say that the former is
the president and that the latter is the
secretary of the
a corporation, and that said instrument
was signed in behalf of said corporation by authority of its board of
directors; and each of them acknowledged said instrument to be its
voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires:

* If the consideration consists of or includes other property or value, add the following:
* The actual consideration consists of or includes other property or value given or promised which is part of the whole consideration (Indicate which):

TITLE INSURANCE COMPANY
ORDER NO. 6-18883

SAFECO

James A. and Ethel M. Hennig
148 Molalla Ave.
Oregon City, OR 97045
Grantor's Name and Address

Paul Bunyan Homes, Inc.
14999 Burkstrom Rd.
Oregon City, OR 97045
Grantee's Name and Address

After recording return to:
Paul Bunyan Homes, Inc.
14999 Burkstrom Rd.
Oregon City, Oregon 97045
Name, Address

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

Paul Bunyan Homes, Inc.
14999 Burkstrom Rd.
Oregon City, Oregon 97045
Name, Address, Zip

L-303-Oregon 6-1-76

STATE OF OREGON)
County of Clackamas) ss.

I, George D. Pappas, County Clerk, Ex-Officio
Recorder of Conveyances and Ex-Officio Clerk
of the Circuit Court of the State of Oregon, for
the County of Clackamas, do hereby certify that
the within instrument of writing was recorded for
and recorded in the records of said county at

FEB 15 1977



George D. Pappas
Recorder of Conveyances
Clackamas County Clerk
77 5768

77 5768

APR 25 1969

RESTRICTIVE COVENANT

THE UNDERSIGNED, as the fee owner of the following described real property, the same being the real property now duly platted as Hill Top Acres Bk 1-2-4-5 Subdivision, as said plat is now recorded in Book _____, Page _____ of the Plat Records of the County of Clackamas, State of Oregon, hereby makes the following (additional) declarations as to limitations, restrictions, and uses to which the lots and/or tracts constituting said addition may be put, hereby specifying that said declarations shall constitute covenants to run with all the land, as provided by law, and shall be binding upon all parties and all persons claiming under them; and for the benefit of and limitations upon all future owners and said addition, this declaration of restrictions being designed for the purpose of keeping said addition desirable, uniform, attractive and suitable in design and use as herein specified:

Except as otherwise hereinafter provided, no outdoor overhead wire or service drop for the distribution of electric energy or for telecommunication purposes nor any pole, tower, or other structure supporting said outdoor overhead wires shall be erected, placed or maintained within the subdivision. Except for those purchasers and properties hereinafter designated, all purchasers of lots or tracts within the subdivision, their heirs, successors, and assigns shall provide, install, use and maintain underground service wires to connect their premises and the structures built thereon to the underground electric or telephone utility facilities provided or to be provided. The purchasers of lots Bk 1 Lot #1, Bk 2 May Have over head on Melalla Ave side only their heirs, successors and assigns, may receive and the utility companies may provide overhead electric or telephone utility service employing overhead wires and service drops in lieu of and in place of underground service wires above required.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 1 day of April, 1962.

Viola Smith
James C. Fanning
Kathel Fanning

Execute appropriate attached notary form.
3-10-65 (with exception clause)

69 7258

NOTARY FOR INDIVIDUAL OR PARTNERSHIP

STATE OF OREGON

County of Calaveras

On this 1 day of April, 1948, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rich. L. Smith & James Hennis & Edith M. Hennis, known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal this, the day and year in this certificate first written.

Notary Public for Oregon.

My Commission expires: 2-6-71

NOTARY FOR CORPORATION

STATE OF OREGON

County of _____

On this _____ day of _____, 196____, before

me, the undersigned Notary Public, appeared _____ and

did say that he, the said [

is the Secretary of _____
tion, and that the seal affix
corporation, and that the

corporation by authority o

and _____
free act and deed of said

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this, the day and year in this my certificate, written.

Notary Public for Oregon.

My Commission expires: _____

2 - RESTRICTIVE COVENANT
4-1-63

R. K. McCraw
707 Main St.
Oregon City, Ore

HILLTOP ACRES - Lot 9, Blk 1
15' Utility Easement

86

3-2E-5DB 3100

DLCT# 77-5108

(15' PUE ALONG EASTERLY LOT
LINE PER PROPERTY
WARRANTY DEED OF LOT 9
BLOCK 1 HILLTOP ACRES)

2/15/77

PAGE	ITEM
1314	9

Env. 335

Clackamas County Official Records
Sherry Hall, County Clerk

2005-004931



\$46.00

00784798200500049310050059

01/19/2005 09:40:15 AM

D-CON Cnt=1 Stn=2 BEV L.
\$25.00 \$11.00 \$10.00

25
10
11
After recording return to:

James H. Bean

1300 SW 5th Suite 3400

Portland, OR 97201

C/O Rocky Younger

Until further notice send all tax statements to:

Rocky C. Younger

15080 South Maple Lane

Oregon City, OR 97045

LAND SALE CONTRACT

Grantor:

Letha Younger

18402 S Holly Lane

Oregon City, OR 97045

Grantee:

Rocky and Janice Younger

15080 S Maple Lane

Oregon City, OR 97045

Letha Younger, Grantor, hereby sells to Rocky and Janice Younger, husband and wife, an undivided sixteen and 67/100ths interest in the real property located in Section 5, Township 3 South, Range 2 East, Willamette Meridian, Clackamas County, State of Oregon, described more fully in Exhibit A attached hereto for the following described purchase price and on the following terms and conditions.

Purchase Price: Two Hundred Fifty Thousand Six Hundred Eighteen and No/100 Dollars (\$250,618.00) payable as follows:

1. Simultaneously with the execution of this Contract Grantee shall pay Grantor the sum of One Thousand and No/100 Dollars (\$1,000.00)
2. On or before the first day of February, 2005, and continuing thereafter on or before the first day of each succeeding month until the entire Purchase Price including all interest accrued thereon shall have been paid in full, the sum of One Thousand Three Hundred Forty and No/100 Dollars (\$1,340.00).
3. All unpaid principal indebtedness shall bear interest from January 1, 2005 at the rate of five percent (5%) per annum, which interest is included in the monthly payment set forth above.

Income and Expense Allocation: Grantor and Grantee shall share all income and expense related to or arising out of the ownership of the parcels of land described in Exhibit "A" in proportion to their respective ownership interests therein. So long as Grantee is not in default under the terms of this Land Sale Contract Grantee's interest in said parcels shall be an undivided Sixty-Six point Sixty-Seven One-hundredths percent (66.67%) and Grantor's interest shall be an undivided Thirty-Three and Thirty-Three One-hundredths percent (33.33%) ownership.

No Prepayment Penalty: Grantee may prepay all or any part of the remaining balance owed under the terms of this Land Sale Contract at any time without penalty, provided however that prepayment of any sum less than the total then remaining balance, including interest accrued to the date of such prepayment, will not relieve Grantee from the obligation to make all monthly payments strictly on time until the purchase price has been fully paid.

Restriction on Transfer of Ownership: Each party to this Land Sale Contract agrees that until the Purchase Price required under this Land Sale Contract has been fully paid they will not sell, convey, transfer, or encumber any part of their respective ownership interest in any one or more of the properties described in Exhibit "A" without the prior written consent of the other party, which consent may not be unreasonable withheld.

Default/ Acceleration of Payment: If Grantee fails to make any payment required hereunder promptly on or before its due date, Grantor may, upon thirty (30) days written notice of default, demand full and immediate payment of all the then remaining unpaid Purchase Price, including interest accruing to the date of such payment. If Grantee does not pay such remaining unpaid portion of the Purchase Price within Sixty (60) days after receipt of such demand this Land Sale Contract shall, at Grantor's sole discretion, be deemed terminated and upon such termination become null and void and of no further force or effect. In the event this Land Sale Contract is so terminated Grantor shall be deemed to be and to have remained fully vested in her present fifty percent (50%) interest in the property described in Exhibit "A" and Grantee shall have no right to any refund of sums paid towards the Purchase Price nor to any interest in said land being sold hereunder.

Deed: Promptly upon receipt of the final payment required hereunder, Grantor shall convey the interest being sold under this Land Sale Contract to Grantee by a Special Warranty Deed, free and clear of any liens or encumbrances caused or permitted by Grantor subsequent to December 31, 2004.

Attorney Fees: If suit or action is brought to enforce any of the terms or obligations arising under this Land Sale Contract the prevailing party in such suit or action shall be entitled to recover his or her costs of suit or action from the non-prevailing party, including reasonable attorney fees and reasonable attorney fees on appeal.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS
4 DAY OF JANUARY, 2005.

GRANTOR:

GRANTEE:

By: Letha Younger
Letha Younger

By: Rocky C. Younger
Rocky C. Younger

By: Janice C. Younger
Janice C. Younger

STATE OF OREGON, County of Clackamas _____ ss.

This instrument was acknowledged before me on January 4, 2005,
by Rocky C. Younger and Janice C. Younger, and Letha Younger.



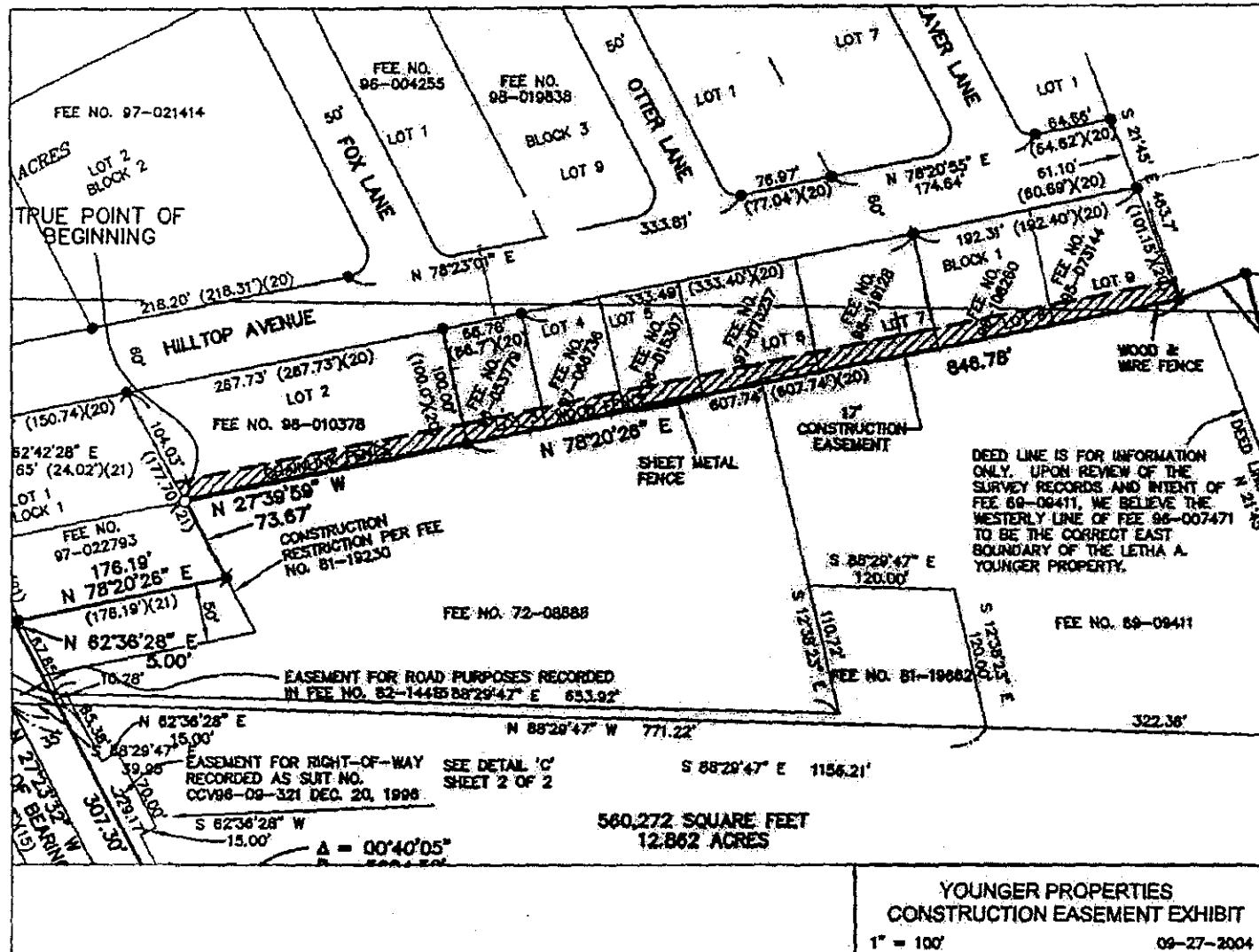
Connie Lewis
Notary Public for Oregon
My commission expires: April 9, 2006

33

"C"
EXHIBIT "A"

Legal Description

LOTS 3, 6, 7, 8 AND 9, BLOCK 1, HILLTOP ACRES, IN THE CITY OF OREGON CITY,
CLACKAMAS COUNTY, OREGON.



NN

5
10
11

Rocky Younger and Janice Younger
15080 S. Maple Lane Road
Oregon City, Oregon 97045
Rocky Younger and Janice Younger
15080 S. Maple Lane Road
Oregon City, Oregon 97045

Grantee's Name and Address

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

Rocky Younger and Janice Younger
15080 S. Maple Lane Road
Oregon City, Oregon 97045

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

Same address as above

Clackamas County Official Records
 Sherry Hall, County Clerk

2004-101101



\$26.00

00754967200401011010010013

11/02/2004 10:34:57 AM

D-D Cnt=1 Stn=7 AMIEE
 \$5.00 \$11.00 \$10.00

FOR
RECORDER'S USE

No. _____, Records of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____, Deputy.

BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS that Rocky C. Younger and Janice C. Younger

hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto Rocky C. Younger and Janice C. Younger, husband and wife, an undivided one-half interest hereinafter called grantee, and unto grantee's heirs, successors and assigns, all of that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Clackamas County, State of Oregon, described as follows, to-wit:

Lots 3, 6, 7, 8 and 9, Block 1, HILLTOP ACRES, in the City of Oregon City, Clackamas County, State of Oregon

* and Letha A. Younger as to an undivided one-half interest, as tenants in common

This instrument filed for record by Fidelity National Title as an accommodation only. It has not been examined as to its execution or as to its effect upon the title.

810212

** Consideration other than monetary.

This deed is a correctory deed to reflect the proper Grantees for the Warranty Deed recorded September 30, 2004 as Document No. 2004-091252.

(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 \$ **. [Ⓢ] 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 October 27, 2004; 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.

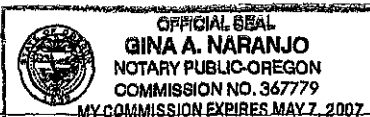
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO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

Rocky C. Younger
Janice C. Younger
 Rocky C. Younger
 Janice C. Younger

STATE OF OREGON, County of Clackamas, ss.

This instrument was acknowledged before me on October 27, 2004
 by Rocky C. and Janice C. Younger

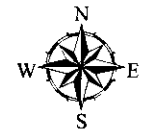
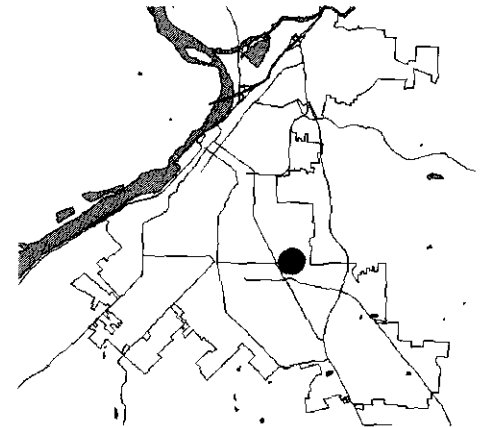
This instrument was acknowledged before me on _____
 by _____
 as _____
 of _____



Gina A. Naranjo
 Notary Public for Oregon
 My commission expires 5-7-07



Oregon City Public Works

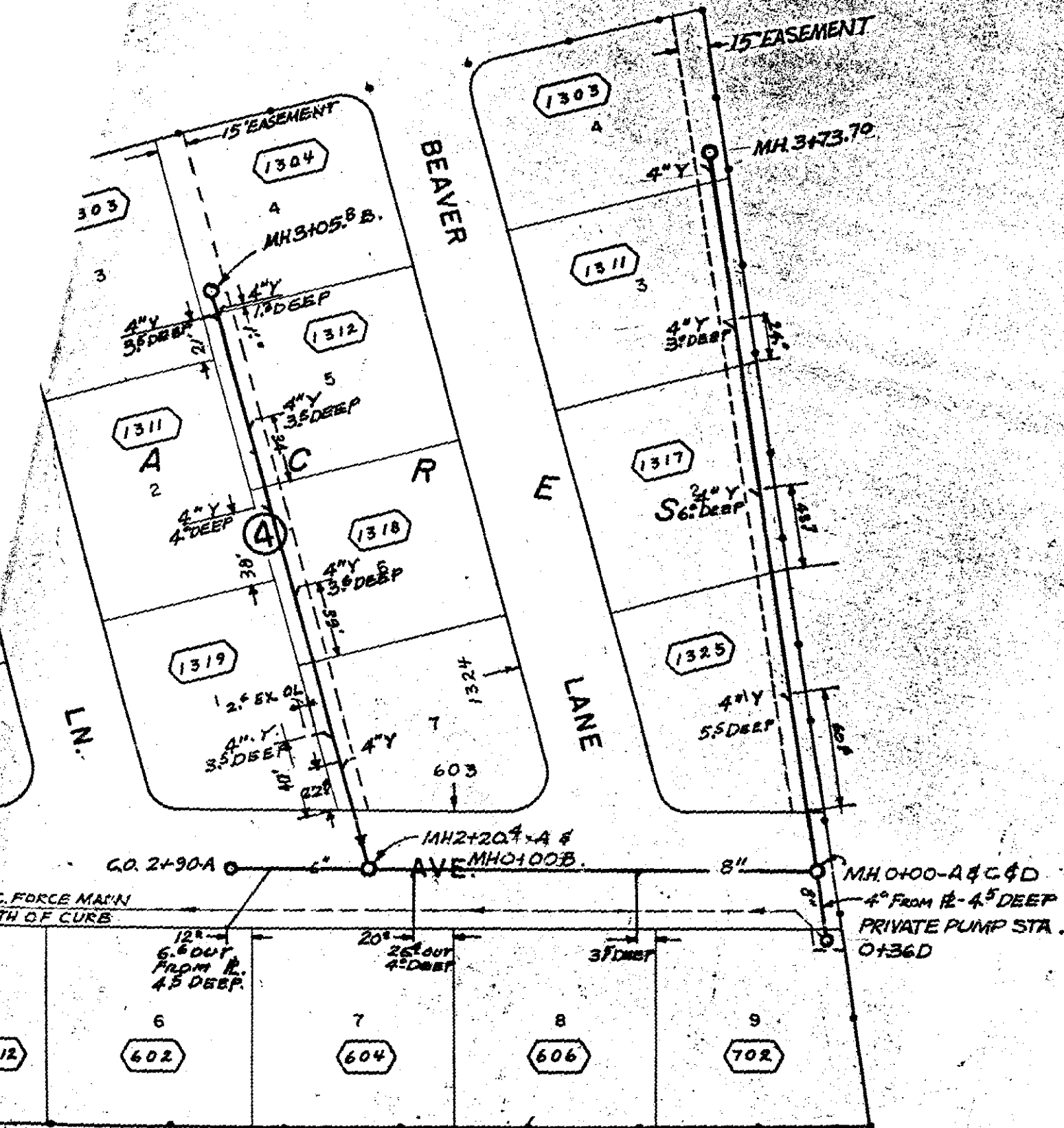


City of Oregon City
P.O. Box 3040
625 Center St
Oregon City, OR 97045
(503) 657-0891
www.orcity.org

This map is not suitable for survey, engineering, legal, or navigation purposes. Errors and omissions may exist.

Map created with OCMap 2010

04/29/2010



SEE MAP 3 2E 5A

CANCEL
TL

