



Oregon Water Resources Department  
 725 Summer Street NE, Suite A  
 Salem Oregon 97301-1266  
 (503) 986-0900  
 www.wrd.state.or.us

# Certificate of Water Right Ownership Update

## NOTICE TO SELLERS & BUYERS:

By law, all water belongs to the public (ORS 537.110). In almost every instance, a permit or water right certificate from the Water Resources Department is needed before using, diverting or storing water (ORS 537.130). However, most domestic wells do not require water rights. A certificate of water right stays with the land. In order to keep track of water right ownership, the Department requests that this form be submitted to the Department. *If for multiple rights, a separate form for each right will be required.*

Water that has been used for a long time in one place or that involves a water structure (like a dam) that already exists is no guarantee that there is a water right which would allow the water use to continue.

If you have any questions about this form or water right requirements, please contact your local watermaster or call the Water Resources Department at 503-986-0900.

*Note: Please type or print legibly when filling in the following information. Use additional paper if necessary.*

### PROPERTY SELLER INFORMATION

Applicant(s): James & Joan Dietrich  
First Last  
 Mailing Address: 725 Thyme Loop  
Silverton OR 97381-2034  
City State Zip  
 Phone: 503-873-2095 503-873-3691  
Home Work

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### PROPERTY BUYER INFORMATION

Applicant(s): Adam & Lori Kuenzi  
First Last  
 Mailing Address: 8381 Howell Prairie Road NE  
Silverton OR 97381  
City State Zip  
 Phone: 503-874-9681 503-589-8526 503-508-4701  
Home Work Other cell

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### PROPERTY DESCRIPTION (attach additional pages if necessary):

County: Marion Township: 6S Range: 2W Section: 13?24  
 Tax Lot Number(s): 06 W 24A 00100

Street address of water right property: 8381 Howell Prairie Road NE, Silverton 97381

Water Right Information (attach copy of water right permit or certificate & final proof map):

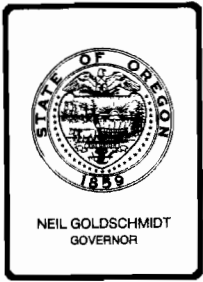
Application #: G-7719 Permit #: G-7169 Certificate or Page #: 56533

Will all the lands associated with this water right be owned by the buyer?  Yes  No

Name of individual completing this form: Adam Kuenzi Phone: 503-508-4701

Signature: Adam Kuenzi Date: 11/14/2012

*Please be sure to attach a copy of your property deed or legal description of the property.*



## Water Resources Department

3850 PORTLAND ROAD NE, SALEM, OREGON 97310

PHONE 378-3739

1/7/88

JAMES E. DIETRICH  
JOAN K. DIETRICH  
3904 SILVER FALLS DR NE  
SILVERTON, OR 97384

Reference File Number. Application G 7719

This certificate confirms the water right established under the terms of permit G 7169. The water right is now appurtenant to the specific place where the use was established as described by the certificate. The owner of the land is the owner of the water right. Oregon law does not allow the Director to reissue a certificate because of a change in the ownership.\*

The water right is limited to a specific amount of water, but not more than can be beneficially used for the purposes stated within the certificate. The diversion of water must be made from the source and location stated in the certificate. The water must be controlled and not wasted. To change the location of point of diversion, the character of use, or the location of use requires the advance approval of the Water Resources Director.

If any portion of this water right is not used for five or more consecutive years, that portion would be forfeited by the nonuse. However, land enrolled in a Federal Reserve Program is not subject to forfeiture during the period of enrollment. A water right may also be forfeited by any intentional act by the owner that would cause the water right to be unusable. For example, the land irrigated under the water right is made nonirrigable by covering it with pavement or buildings.

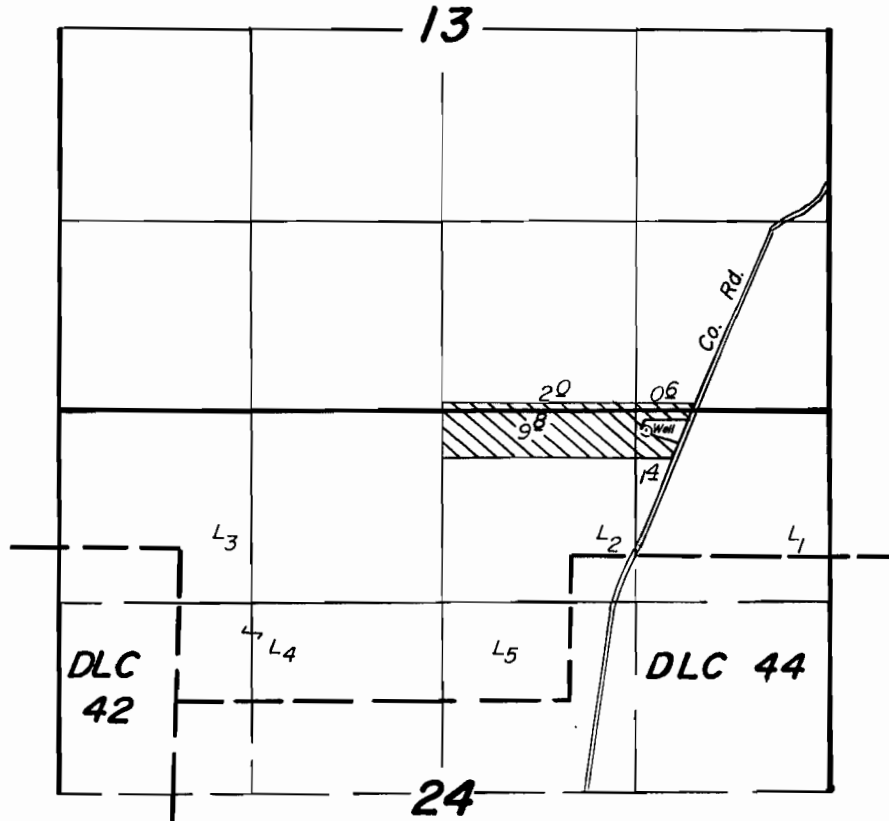
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\* Permits represent inchoate water rights and they must be assigned to new land owners until the certificates are issued. The assignment of permits is made at this office.

T.6S., R.2W., W.M.



Well Loc.: 120' S. & 1390' E. from N. 1/4. Cor. Sec. 24.

1" = 1320'

**FINAL PROOF SURVEY**  
UNDER

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Application No. G-7719.. Permit No. G-7169.....  
IN NAME OF

JAMES E. AND JOAN K. DIETRICH.....

Surveyed O.C.T. 3... 1984, by T. Warren.....

State Well No. 65/2W-13  
State Permit No. \_\_\_\_\_

App G-7719

**(1) OWNER:**

Name Ed Blaine  
Address Rt. 2 Box 225 Silverton, Oregon

**(2) TYPE OF WORK (check):**

New Well  Deepening  Reconditioning  Abandon   
If abandonment, describe material and procedure in Item 12.

**(3) TYPE OF WELL:**

Rotary  Driven   
Cable  Jetted   
Dug  Bored

**(4) PROPOSED USE (check):**

Domestic  Industrial  Municipal   
Irrigation  Test Well  Other

**(5) CASING INSTALLED:**

Threaded  Welded   
8" Diam. from top ft. to 127 ft. Gage 250  
" Diam. from \_\_\_\_\_ ft. to \_\_\_\_\_ ft. Gage \_\_\_\_\_  
" Diam. from \_\_\_\_\_ ft. to \_\_\_\_\_ ft. Gage \_\_\_\_\_

**(6) PERFORATIONS:**

Perforated?  Yes  No.  
Type of perforator used \_\_\_\_\_  
Size of perforations \_\_\_\_\_ in. by \_\_\_\_\_ in.  
perforations from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
perforations from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
perforations from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

**(7) SCREENS:**

Well screen installed?  Yes  No  
Manufacturer's Name \_\_\_\_\_  
Type \_\_\_\_\_ Model No. \_\_\_\_\_  
Diam. \_\_\_\_\_ Slot size \_\_\_\_\_ Set from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.  
Diam. \_\_\_\_\_ Slot size \_\_\_\_\_ Set from \_\_\_\_\_ ft. to \_\_\_\_\_ ft.

**(8) WELL TESTS:**

Drawdown is amount water level is lowered below static level  
Was a pump test made?  Yes  No If yes, by whom?  
Yield: \_\_\_\_\_ gal./min. with \_\_\_\_\_ ft. drawdown after \_\_\_\_\_ hrs.  
" " " " " "  
" " " " " "  
Baller test 42 gal./min. with 10 ft. drawdown after 1 hrs.  
Artesian flow \_\_\_\_\_ g.p.m.  
Temperature of water \_\_\_\_\_ Depth artesian flow encountered \_\_\_\_\_ ft.

**(9) CONSTRUCTION:**

Well seal—Material used Cement and Puddle Clay  
Well sealed from land surface to 18 ft.  
Diameter of well bore to bottom of seal 10 in.  
Diameter of well bore below seal 8 in.  
Number of sacks of cement used in well seal 8 sacks  
Number of sacks of bentonite used in well seal \_\_\_\_\_ sacks  
Brand name of bentonite \_\_\_\_\_  
Number of pounds of bentonite per 100 gallons of water \_\_\_\_\_ lbs./100 gals.  
Was a drive shoe used?  Yes  No Plugs \_\_\_\_\_ Size: location \_\_\_\_\_ ft.  
Did any strata contain unusable water?  Yes  No  
Type of water? \_\_\_\_\_ depth of strata \_\_\_\_\_  
Method of sealing strata off \_\_\_\_\_  
Was well gravel packed?  Yes  No Size of gravel: \_\_\_\_\_

**(10) LOCATION OF WELL:**

County Marion Driller's well number 1657  
1/4 1/4 Section 13 T. 6S R. 2W W.M.  
Bearing and distance from section or subdivision corner \_\_\_\_\_

**(11) WATER LEVEL: Completed well.**

Depth at which water was first found 101 ft.  
Static level 70 ft. below land surface. Date 8-3-72  
Artesian pressure \_\_\_\_\_ lbs. per square inch. Date \_\_\_\_\_

**(12) WELL LOG:**

Diameter of well below casing \_\_\_\_\_  
Depth drilled 127 ft. Depth of completed well 127 ft.  
Formation: Describe color, texture; grain size and structure of materials; and show thickness and nature of each stratum and aquifer penetrated, with at least one entry for each change of formation. Report each change in position of Static Water Level and indicate principal water-bearing strata.

MATERIAL	From	To	SWL
Top Soil	0	2	
Brown Silty Clay	2	20	
Blue Silty Clay	20	48	
Gray Sticky Clay	48	70	
Brown sandy clay	70	101	
Brown gravelly sand with clay	101	112	
Brown Gravelly Sand	112	122	
Brown sand and gravel	122	127	
Weld leaked at 68' side drilled and Cemented off.			

Work started July 27, 1972 Completed Aug. 3, 1972  
Date well drilling machine moved off of well Aug. 3, 1972

**Drilling Machine Operator's Certification:**

This well was constructed under my direct supervision. Materials used and information reported above are true to my best knowledge and belief.  
[Signed] Delias L. Dees Date Aug. 7, 1972.  
(Drilling Machine Operator)  
Drilling Machine Operator's License No. 752

**Water Well Contractor's Certification:**

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.  
Name WILLAMETTE DRILLING COMPANY  
(Person, firm or corporation) (Type or print)  
Address 7641 35th Ave. NE Salem, Oregon 97303  
[Signed] Emil O. Beier  
(Water Well Contractor)  
Contractor's License No. 2 Date August 7, 1972

STATE OF OREGON  
COUNTY OF MARION  
CERTIFICATE OF WATER RIGHT

THIS IS TO CERTIFY, that

JAMES E. DIETRICH  
JOAN K. DIETRICH  
of 3904 SILVER FALLS DR NE SILVERTON OR 97384  
has a right to the use of the waters of A WELL in the  
LITTLE PUDDING RIVER basin for the purpose of  
IRRIGATION.

The right has been perfected under Permit G 7169. The  
date of priority is FEBRUARY 11, 1977. The right is limited to  
not more than 0.170 CUBIC FOOT PER SECOND or its equivalent in  
case of rotation, measured at the well. The well is located in the

LOT 1, NE 1/4 NE 1/4, Section 24, T 06 S, R 02 W, WM;  
120 FEET SOUTH & 1390 FEET EAST FROM N1/4 CORNER, SECTION 24

The amount of water used for irrigation, together with the  
amount secured under any other right existing for the same lands,  
shall be limited to ONE-EIGHTIETH of one cubic foot per second per  
acre, or its equivalent for each acre irrigated and shall be further  
limited to a diversion of not to exceed 2.5 acre-feet per acre for  
each acre irrigated during the irrigation season of each year.

The right shall conform to such reasonable rotation system  
as may be ordered by the proper state officer.

A description of the place of use under the right, and to  
which such right is appurtenant, is as follows:

	ACRES	1/4	1/4	LOT	SECTION	TOWNSHIP	RANGE,	WM
primary	2.00	SW	SE		13	06 S	02	W
primary	0.60	SE	SE		13	06 S	02	W
primary	1.40	NE	NE	1	24	06 S	02	W
primary	9.80	NW	NE	2	24	06 S	02	W
Total:	13.80	acres.						

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The right to the use of the water for the above purpose is  
restricted to beneficial use on the lands or place of use described.

WITNESS the signature of the Water Resources Director,  
affixed this date, JANUARY 7, 1988 .

*William H. Young*  
Water Resources Director

AFTER RECORDING RETURN TO:  
AMERITITLE  
1255 LEE STREET SE, STE 110  
SALEM, OR 97302

ESCROW NO. 12-414337

**Grantor:**

Adam L. Kuenzi and Lori K. Kuenzi  
1657 Sonya Dr SE  
Salem, OR 97317

**Beneficiary:**

James E. Dietrich and Joan K. Dietrich  
8381 Howell Prairie Rd NE  
Silverton, OR 97381

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TD r.021611

**TRUST DEED**

THIS TRUST DEED, made on June 21, 2011, between **Adam L. Kuenzi and Lori K. Kuenzi, as tenants by the entirety**, as Grantor, **AmeriTitle, an Oregon Corporation**, as Trustee, and **James E. Dietrich and Joan K. Dietrich, or the survivor thereof**, as Beneficiary,

**WITNESSETH:**

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in **MARION** County, Oregon, described as:

SEE ATTACHED EXHIBIT "A" WHICH IS MADE A PART HEREOF BY THIS REFERENCE

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of **\*\*\*THREE HUNDRED THIRTY THOUSAND AND NO/100ths\*\*\* Dollars, with interest thereon** according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made payable by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable 07/01/2031.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned, or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein or herein, shall become immediately due and payable.

**To protect the security of this trust deed, grantor agrees:**

To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

1. To complete or restore promptly and in good workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefore.
2. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.
3. To provide and continuously maintain insurance on the buildings now or hereafter erected on said premises against loss or damage by fire and such other hazards, as the beneficiary may from time to time require, in an amount not less than the **\$330,000.00**, written by one or more companies acceptable to the beneficiary, with loss payable to the latter. All policies of insurance shall be delivered to the beneficiary as soon as insured. If grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
4. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefore to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with obligations described in paragraphs

NOTE: The Trust Deed Act provides that the Trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company, or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

5. To pay all costs, fees and expenses of this trust deed including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.
6. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decrees of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

**It is mutually agreed that:**

7. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any such reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.
8. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.
9. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.
10. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
11. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.
12. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.
13. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.
14. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.
15. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.
16. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee. The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized

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in fee simple of the real property and has a valid, unencumbered title thereto and that the grantor will warrant and forever defend the same against all persons whomsoever.

**WARNING:** Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are primarily for grantor's:

personal, family, or household purposes.

Initial: AKK BKK

OR

organization, or (even if grantor is a natural person) are for business or commercial purposes.

Initial: \_\_\_\_\_

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors, and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

Adam L. Kuenzi  
Adam L. Kuenzi

Lori K. Kuenzi  
Lori K. Kuenzi



State of Oregon  
County of MARION

This instrument was acknowledged before me on June 29, 2011 by Adam L. Kuenzi and Lori K. Kuenzi.

Dana M Esterbloom  
(Notary Public for Oregon)

My commission expires 2-1-2014

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**REQUEST FOR FULL RECONVEYANCE**  
(To be used only when obligations have been paid)

TO: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same.

Mail reconveyance and documents to: \_\_\_\_\_

DATED: \_\_\_\_\_

\_\_\_\_\_  
Beneficiary

**Do not lose or destroy this Trust Deed or the Note which it secures.  
Both must be delivered to the Trustee for cancellation before reconveyance will be made.**



EXHIBIT "A"

Beginning at a point which is 1.09 chains North  $0^{\circ}06'$  East from the one-fourth corner on the South line of Section 13, in Township 6 South, Range 2 West of the Willamette Meridian in Marion County, Oregon; thence South  $89^{\circ}45'$  East 26.526 chains to the center of a County Road; thence South  $22^{\circ}39'$  West along the center of said County Road 6.29 chains; thence North  $89^{\circ}45'$  West 24.114 chains to a point; thence North  $0^{\circ}06'$  East 4.726 chains to the place of beginning.

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After recording return to:  
Adam L. and Lori K. Kuenzi  
8381 Howell Prairie Rd NE  
Silverton, OR 97381

Until a change is requested all tax statements shall be sent to the following address:  
Adam L. and Lori K. Kuenzi  
8381 Howell Prairie Rd NE  
Silverton, OR 97381

Escrow No. 12-414337  
Title No. 0733598  
SWD1 r.041111

**STATUTORY WARRANTY DEED**

/and  
**James E. Dietrich Joan K. Dietrich,**

Grantor(s), hereby convey and warrant to

**Adam L. Kuenzi and Lori K. Kuenzi, as tenants by the entirety,**

Grantee(s), the following described real property in the County of **MARION** and State of Oregon free of encumbrances except as specifically set forth herein:

**SEE ATTACHED EXHIBIT "A" WHICH IS MADE A PART HEREOF BY THIS REFERENCE**

The true and actual consideration for this conveyance is **\$605,000.00**.

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

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.

Dated this 29<sup>th</sup> day of June, 2011

James E. Dietrich

Joan K. Dietrich

State of Oregon  
County of MARION

This instrument was acknowledged before me on June 29, 2011 by James E. Dietrich and Joan K. Dietrich.

(Notary Public for Oregon)

My commission expires 2-1-2014

RECEIVED BY OWRD

NOV 19 2012

SALEM, OR



AmeriTitle A 414337