

DEED IN LIEU OF FORECLOSURE

DANIEL SCULLY, Grantor, conveys to the **CITY OF NEWBERG**, Grantee, the following described real property:

All of Lot 8 in Block 13 in Deskins' Second addition to the Town (now City) of Newberg, according to the plat of said addition of record in the office of the County Clerk for said county and state, excepting therefrom 10 feet off of and from the South side of said lot, now used for street purposes; also for alley or other public uses.

This property is more commonly described as 625 E. First Street, Newberg, Oregon.

No warranties are made as to DANIEL SCULLY's rights or authorities to convey the real property described herein, or as to the boundaries, square footage or condition of the real property, which are transferred as is.

The true consideration for this conveyance is other value received and settlement of judgment in Yamhill County Circuit Court, City of Newberg v. Daniel Scully, Case No. CV 94-213.

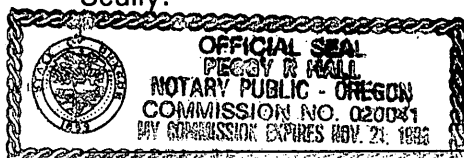
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

DATED this 21 day of July, 1995.

Daniel Scully
Daniel Scully

STATE OF)
County of Yamhill)ss

This instrument was acknowledged before me on the 21 day of July, 1995, by Daniel Scully.



Peggy R. Hall
Notary Public for Oregon
My Commission Expires: 11/21/96

Grantee - After Recording,
Return To / All Tax Statements:
City of Newberg - Legal Department
414 E. First Street
Newberg, Oregon 97132

Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK



199510939 09:17am 08/18/95

ACCEPTANCE OF DEED IN LIEU OF FORECLOSURE

Grantor: Daniel Scully "Scully"
P.O. Box 323
Newberg, Oregon 97132

Grantee: City of Newberg, "City"
an Oregon Municipal Corporation
414 E. First Street
Newberg, Oregon 97132

City accepts title pursuant to the Deed in Lieu of Foreclosure to the following described real property:

All of Lot 8 in Block 13 in Deskins' Second addition to the Town (now City) of Newberg, according to the plat of said addition of record in the office of the County Clerk for said county and state, excepting therefrom 10 feet off of and from the South side of said lot, now used for street purposes; also for alley or other public uses.

This property is more commonly described as 625 E. First Street, Newberg, Oregon.

The City Manager of the City of Newberg is authorized to accept the Deed to the property on behalf of the City pursuant to Resolution No. 95-1922, adopted on August 7, 1995.

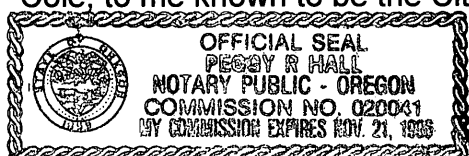
Dated this 9th day of August, 1995.

CITY OF NEWBERG

By Duane R. Cole
Duane R. Cole, City Manager
By Authority of Resolution No. 95-1922
Adopted on August 7, 1995

State of Oregon)
 :SS
County of Yamhill)

This instrument was acknowledged before me on August 9th, 1995, by Duane R. Cole, to me known to be the City Manager of the City of Newberg.



2-Deed in Lieu of Foreclosure

Peggy R. Hall
Notary Public for Oregon
My Commission Expires: 11/21/98

GENERAL RELEASE, SETTLEMENT AGREEMENT AND COVENANTS

1. Parties.

The parties to this General Release and Settlement Agreement are:

City of Newberg,
a Municipal Corporation
414 E. First Street
Newberg, Oregon 97132

Daniel Scully
P.O. Box 323
Newberg, Oregon 97132

"City"

"Scully"

and their respective heirs, executors, representatives, assigns, elected officials, employees, insurers, agents, assigns or successors, and any and all other persons or entities connected with the City of Newberg and Daniel Scully who may be a party to this agreement.

2. Background and Purpose.

2.1 Background. The former structure on the property located at 625 E. First Street, Newberg, Oregon, had sustained earthquake damage from an earthquake on March 25, 1993. Because of the damage, the building was declared a dangerous building under the terms and provisions of the City's ordinances. The condition existed on January 24, 1994 when Mr. Scully was notified with a Notice and Order to Abate and also existed on February 22, 1994 when the hearing was held before the City Council and the building was declared to be a public nuisance. The City filed in Yamhill County Circuit Court a complaint for the abatement of that nuisance. The City obtained judgment against Daniel Scully on August 30, 1994, and a supplemental judgment on September 30, 1994.

2.2 Purpose. The purpose of this Agreement is to resolve, and the parties do hereby resolve, fully and finally, any and all City's claims against Scully arising from the Yamhill Circuit Court lawsuit City of Newberg v. Daniel Scully, Case No. CV 94-213.

3. Release.

3.1 General Release. City hereby releases Scully, and Scully hereby releases City, from any and all claims, demands, actions or causes of action, whether known or unknown, whether past or future, arising from Yamhill County Circuit Court lawsuit City of Newberg v. Daniel Scully, Case No. CV 94-213.

3.2 Release Valid Regardless of Future Discovery of New or Different Facts. Scully acknowledges and he is aware that City may discover facts different from or in addition to the facts that are known or believes to be known with respect to the nuisance

abatement which is the subject of this the lawsuit which is stated in this Agreement. The City and Scully do fully, finally, absolutely and forever settle any and all claims, disputes or actions that now exist or may exist between the parties as to the lawsuit. This Agreement shall operate as a full and complete general release of the parties.

4. Consideration for Settlement.

Upon execution of this Agreement, Scully shall execute and deliver to City a Deed in Lieu of Foreclosure, transfer and releasing the above referenced property to City. Scully authorizes the City to record said Deed. This transfer constitutes the settlement of all claims, demands or actions that may be asserted against Scully by City, and any and all claims, demands or actions that may be asserted against City by Scully, including, but not limited to, the release of any personal judgments against Daniel Scully. City and Scully jointly express and waive any claim for request for costs or attorney fees arising out the nuisance abatement lawsuit.

5. Settlement Agreement - Legal Counsel.

The City of Newberg at all times has ben represented by City Attorney Terrence D. Mahr. Scully has been aware that Terrence D. Mahr represented the City of Newberg at all times in his discussions with Scully.

Scully has not been represented by legal counsel. Scully has entered into a number of discussions with the City Attorney. Scully specifically acknowledges that he has received no legal advice from the City Attorney, is relying upon no representations as to legal advice or any other matter from the City Attorney, and has chosen not to employ his own legal counsel, although he has had every opportunity to do so. Scully enters into this Agreement in relying upon his own judgment to do so.

6. Entire Agreement.

This Agreement contains the entire agreement and understanding of the parties and supersedes and replaces all prior negotiations and proposed agreements, written or oral. The parties acknowledge that no other party, agent or attorney of any other parties, has made any promise, representation or warranty, express or implied, not contained in this Agreement concerning the subject matter of this Agreement, to induce this Agreement and the parties further acknowledge that they have not executed this Agreement in reliance upon any such promise, representation or warranty not contained in this Agreement.

7. Applicable Law.

This Agreement shall be construed in accordance and governed by the laws of the State of Oregon. Any disputes arising in connection with the execution or operation of this Agreement shall be governed and determined by the applicable laws of the State of Oregon.

Executed in duplicate this 21 day of July, 1995.

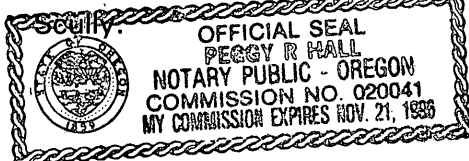
CITY OF NEWBERG,
a Municipal Corporation

By: Duane R. Cole
Duane R. Cole
City Manager

Daniel Scully
Daniel Scully

STATE OF OREGON)
 :SS
County of Yamhill)

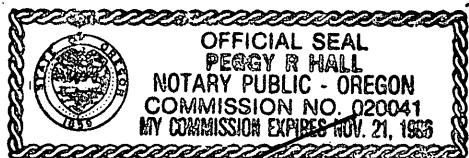
This instrument was acknowledged before me on the 21 day of July, 1995, by Daniel



Peggy R. Hall
Notary Public for Oregon
My Commission Expires: 11/21/96

STATE OF OREGON)
 :SS
County of Yamhill)

This instrument was acknowledged before me on the 9th day of August, 1995, by Duane R. Cole, to me known to be the City Manager of the City of Newberg, who has the authority to sign on behalf of the City of Newberg.



Peggy R. Hall
Notary Public for Oregon
My Commission Expires: 11/21/96

APPROVED AS TO FORM
AND CONTENT:

Terrence D. Mahr
Terrence D. Mahr
City Attorney

APPLICATION FOR REAL PROPERTY TAX EXEMPTION FOR SPECIFIED INSTITUTIONS AND ORGANIZATIONS

As provided by Oregon Revised Statute 307.162

30603-01183

Scully

"former
Francis Theater"

- See pages 2, 3 and 4 for statutes.
- File with county assessor.
- File on or before April . See ORS 307.162 and ORS 311.410 for instructions for filing after April 1.

Name of Organization CITY OF NEWBERG			FOR ASSESSOR'S USE ONLY	
Mailing Address 414 E. First Street		Telephone Number 538-9421	Date Received	
City Newberg	State OR	ZIP Code 97132	Reviewed by Kathryn	

A property tax exemption is requested on the property described below:

- ☐ 307.127 Volunteer Fire Departments
- ☐ 307.130 Literary, Benevolent, Charitable and Scientific Institutions
- ☐ 307.136 Fraternal Organizations
- ☐ 307.140 Religious Organizations

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renticeship Training Trusts—Complete
150-310-109.

PROPERTY

Assessor's Account Number (as shown on your property tax statement) 48745		Assessed volume and page or instrument number 628.26	Date Recorded 8/18/95
Property Situs (Street Address, City) 625 E. First Street, Newberg, Oregon			
Lot(s) 8	Block(s) 13	Addition Deskens Second Addition	Acres Pg
Township 3219	Range AA	Section/Subsection 5200	Tax Lot Number 3219AA 5200

List all real property for which this exemption is claimed. Give legal description of real property or such parts thereof used exclusively for purposes which qualify it for exemption. Attach sheet if additional space is needed. If any property is under construction, describe on an attached sheet.

The nature and purpose of this organization is: Attach copy of the articles of incorporation, constitution and by-laws.	an Oregon Municipal Corporation
The property is used for the following purpose: (Example: situs of church building, library, cemetery, parking lot, etc.)	beautification project

The property includes a parking lot ☒ No ☐ Yes (if yes) →	The parking lot ☐ is, ☐ is not maintained solely for the use, without charge, of persons going to and from the building which is exempt or for which an exemption is now requested.
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The land and the building(s), if any, ☒ are, ☐ are not used exclusively for purposes which qualify them for exemption. (If they are not, attach page and describe the portions of land and/or buildings with nonexempt uses.)

A separate application must be filed to obtain exemption for this property if a lease or rental agreement has been made to another person, institution or organization. See ORS 307.112 or 307.166.	If exemption is claimed under ORS 307.136, the lodge ☐ does, ☐ does not have membership restrictions as to race. (Attach copy of membership application form.)
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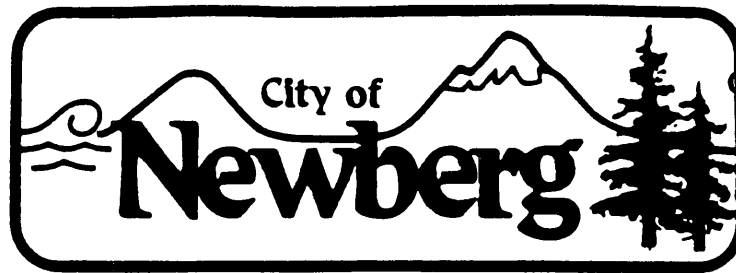
A late filing fee ☐ is ☒ is not attached. If yes, the amount of the fee paid is \$ _____.

DECLARATION

I declare under the penalties for false swearing (ORS 305.990(4)) that I have examined this document and attached statements, and to the best of my knowledge they are true, correct and complete.

Signature X	Title City Attorney	Date Signed 08/17/95
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150-310-088 (Rev. 12-87) Terrence D. Mahr, City Attorney



CITY OF NEWBERG
CITY RECORDER INDEX NO. 1446

City Manager
(503) 538-9421

414 E. First St.
Newberg, Oregon 97132

City Attorney
(503) 537-1208

City FAX
(503) 538-5393

September 7, 1995

Mr. Daniel P. Scully
c/o Mike Barker
7310 SummitRose
Tujunga, CA 91042

Re: City of Newberg v. Daniel Scully
Case No. CV94-213
Complaint - Nuisance Abatement (Francis Theater)
625 E. First Street, Newberg, Oregon
Our File No. 30003-01183

Dear Mr. Scully:

Enclosed herein please find the following:

1. Duplicate original of the GENERAL RELEASE, SETTLEMENT AGREEMENT AND COVENANTS;
2. Copy of Deed in Lieu of Foreclosure recorded on August 18, 1995;
3. Copy of Motion for Final Judgment dated July 21, 1995;
4. Final Judgment entered on August 16, 1995.

Thank you for your assistance in bringing this matter to an amicable conclusion. Should you have any further questions, please do not hesitate to contact me.

Very truly yours,

Terrence D. Mahr
City Attorney

TDM:prh

pc: Daniel Scully (P.O. Box 323, Newberg, Oregon)
m:\legal\wp5files\Scully\Scully.ds

Building: 537-1240 • Community Development: 537-1210 • Finance: 537-1201 • Fire: 537-1230
Library: 538-7323 • Municipal Court: 537-1203 • Police: 538-8321 • Public Works: 537-1214 • Utilities: 537-1205
Municipal Court Fax: 537-1277 • Community Development Fax: 537-1272 • Library Fax: 538-9720

"Working Together For A Better Community-Serious About Service"

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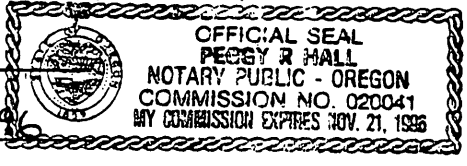
By: Duane R. Cole
Duane R. Cole
City Manager

Daniel Scully
Daniel Scully

STATE OF OREGON)
 :SS
County of Yamhill)

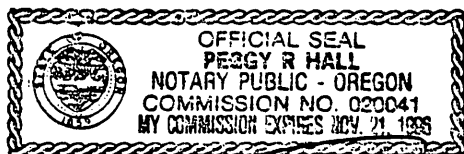
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Notary Public for Oregon
My Commission Expires: 11/21/96



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APPROVED AS TO FORM
AND CONTENT:

Terrence D. Mahr
Terrence D. Mahr
City Attorney

DEED IN LIEU OF FORECLOSURE

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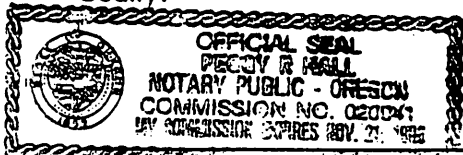
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Daniel Scully
Daniel Scully

STATE OF)
County of Yamhill)ss

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Recorded in Official Yamhill County Records
CHARLES STERN, COUNTY CLERK



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ACCEPTANCE OF DEED IN LIEU OF FORECLOSURE

Grantor: Daniel Scully "Scully"
P.O. Box 323
Newberg, Oregon 97132

Grantee: City of Newberg, "City"
an Oregon Municipal Corporation
414 E. First Street
Newberg, Oregon 97132

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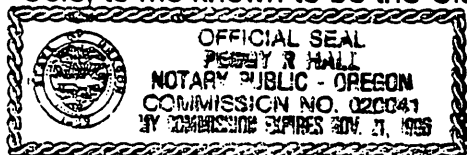
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CITY OF NEWBERG

By Duane R. Cole
Duane R. Cole, City Manager
By Authority of Resolution No. 95-1922
Adopted on August 7, 1995

State of Oregon)
 :SS
County of Yamhill)

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2-Deed in Lieu of Foreclosure

Peggy R. Hall
Notary Public for Oregon
My Commission Expires: 11/21/96

95 AUG 16 AM 10:37

TRIAL COURT CLERK

3Y

IN THE CIRCUIT COURT OF THE STATE OF OREGON
IN THE COUNTY OF YAMHILL

CITY OF NEWBERG, a
municipal corporation,

Plaintiff,

v.

DANIEL SCULLY,

Defendant.

Case No. CV94-213

MOTION FOR FINAL
JUDGMENT

Plaintiff moves the Court for a final judgment based upon the **GENERAL RELEASE, SETTLEMENT AGREEMENT AND COVENANTS; DEED IN LIEU OF FORECLOSURE;** and the records and files herein.

The records and files show the following:

1. A Default Order was entered against the Defendant on August 30, 1994, ordering the Defendant to abate the nuisance, allowing Plaintiff to enter the building for necessary abatement and allowing the Plaintiff to place a lien upon the property for all costs.
2. A Supplemental Judgment was entered on September 30, 1994 ordering the building to be demolished, placing the Plaintiff in possession of the building for purposes of obtaining a contractor for the necessary demolition and placing a lien upon the property.

The **GENERAL RELEASE, SETTLEMENT AGREEMENT AND COVENANTS** between the Plaintiff and Defendant which gives the property to the City of Newberg, for the

PAGE 1 - Motion and Order for Final Judgment

TERRENCE D. MAHR
CITY ATTORNEY
CITY OF NEWBERG
414 E. FIRST ST.
NEWBERG, OR 97132
(503) 537-1206

1 release of all claims against the Defendant in this lawsuit, and authorizes the City to record a Deed
2 to the property.

3 The DEED IN LIEU OF FORECLOSURE deeds the property to the City as
4 consideration for settlement of claims and satisfaction of the judgment(s).

5 DATED this 21st day of July, 1995.

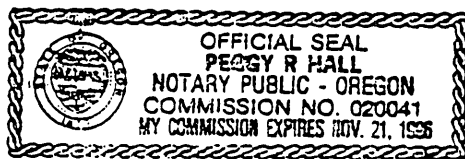
6 Terrence D. Mahr
7 Terrence D. Mahr, OSB #74369
8 Of Attorneys for City of Newberg

9 AGREED this 21st day of July, 1995.

10 Daniel Scully
11 Daniel Scully

12 STATE OF OREGON)
13)SS
14 County of Yamhill)

15 Signed or attested before me on July 21st, 1995, by Daniel Scully.



17 Peggy R. Hall
18 Notary Public for Oregon
19 My Commission Expires: 11/21/96

20 TRUE COPY

21 I hereby certify that the foregoing is a true and correct copy of the original thereof.

22 Terrence D. Mahr, OSB #74369
23 Of Attorneys for City of Newberg
24
25
26

95 AUG 16 AM 10:37

TRIAL COURT CLERK
BY _____

IN THE CIRCUIT COURT OF THE STATE OF OREGON
IN THE COUNTY OF YAMHILL

CITY OF NEWBERG, a
municipal corporation,

Plaintiff,

v.

DANIEL SCULLY,

Defendant.

Case No. CV94-213

FINAL
JUDGMENT

Pursuant to the Motion with the attached GENERAL RELEASE, SETTLEMENT
AGREEMENT AND COVENANTS and DEED IN LIEU OF FORECLOSURE,

IT IS HEREBY ORDERED AND ADJUDGED as follows:

1. The terms and conditions laid out in the GENERAL RELEASE, SETTLEMENT
AGREEMENT AND COVENANTS which is attached and hereby incorporated, are a part of the
final judgment.

2. The City of Newberg shall record the DEED IN LIEU OF FORECLOSURE,
a copy of which is attached and by this referenced incorporated herein; and

///

///

///

///

PAGE 3 - Motion and Order for Final Judgment

TERRENCE D. MAHR
CITY ATTORNEY
CITY OF NEWBERG
414 E. FIRST ST.
NEWBERG, OR 97132
(503) 537-1206

1 3. No costs, expenses or attorney fees are awarded to either party.

2 DATED this 10th ^{August} day of ~~July~~, 1995.

3 S. Hitchcock
4 Circuit Court Judge

5 Presented By:

6 Terrence D. Mahr
7 Terrence D. Mahr, OSB #74369
8 Of Attorneys for City of Newberg

9 ACKNOWLEDGED AS TO RECEIPT OF DOCUMENTS AND CONSENT
10 FOR MOTION AND ORDER:

11 Daniel Scully
12 Daniel Scully, Defendant

13 7-21-95
14 Date

GENERAL RELEASE, SETTLEMENT AGREEMENT AND COVENANTS

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a Municipal Corporation
414 E. First Street
Newberg, Oregon 97132

Daniel Scully
P.O. Box 323
Newberg, Oregon 97132

"City"

"Scully"

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3. Release.

3.1 **General Release.** City hereby releases Scully, and Scully hereby releases City, from any and all claims, demands, actions or causes of action, whether known or unknown, whether past or future, arising from Yamhill County Circuit Court lawsuit City of Newberg v. Daniel Scully, Case No. CV 94-213.

3.2 **Release Valid Regardless of Future Discovery of New or Different Facts.** Scully acknowledges and he is aware that City may discover facts different from or in addition to the facts that are known or believes to be known with respect to the nuisance

abatement which is the subject of this the lawsuit which is stated in this Agreement. The City and Scully do fully, finally, absolutely and forever settle any and all claims, disputes or actions that now exist or may exist between the parties as to the lawsuit. This Agreement shall operate as a full and complete general release of the parties.

4. Consideration for Settlement.

Upon execution of this Agreement, Scully shall execute and deliver to City a Deed in Lieu of Foreclosure, transfer and releasing the above referenced property to City. Scully authorizes the City to record said Deed. This transfer constitutes the settlement of all claims, demands or actions that may be asserted against Scully by City, and any and all claims, demands or actions that may be asserted against City by Scully, including, but not limited to, the release of any personal judgments against Daniel Scully. City and Scully jointly express and waive any claim for request for costs or attorney fees arising out the nuisance abatement lawsuit.

5. Settlement Agreement - Legal Counsel.

The City of Newberg at all times has ben represented by City Attorney Terrence D. Mahr. Scully has been aware that Terrence D. Mahr represented the City of Newberg at all times in his discussions with Scully.

Scully has not been represented by legal counsel. Scully has entered into a number of discussions with the City Attorney. Scully specifically acknowledges that he has received no legal advice from the City Attorney, is relying upon no representations as to legal advice or any other matter from the City Attorney, and has chosen not to employ his own legal counsel, although he has had every opportunity to do so. Scully enters into this Agreement in relying upon his own judgment to do so.

6. Entire Agreement.

This Agreement contains the entire agreement and understanding of the parties and supersedes and replaces all prior negotiations and proposed agreements, written or oral. The parties acknowledge that no other party, agent or attorney of any other parties, has made any promise, representation or warranty, express or implied, not contained in this Agreement concerning the subject matter of this Agreement, to induce this Agreement and the parties further acknowledge that they have not executed this Agreement in reliance upon any such promise, representation or warranty not contained in this Agreement.

7. Applicable Law.

This Agreement shall be construed in accordance and governed by the laws of the State of Oregon. Any disputes arising in connection with the execution or operation of this Agreement shall be governed and determined by the applicable laws of the State of Oregon.

Executed in duplicate this 21 day of July, 1995.

CITY OF NEWBERG,
a Municipal Corporation

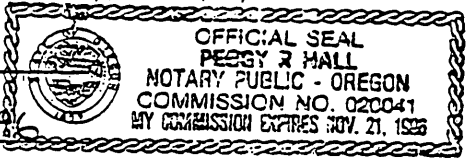
By Duane R. Cole
Duane R. Cole
City Manager

Daniel Scully
Daniel Scully

STATE OF OREGON)
 :SS
County of Yamhill)

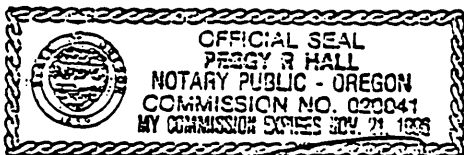
This instrument was acknowledged before me on the 21 day of July, 1995, by Daniel Scully.

Peggy R. Hall
Notary Public for Oregon
My Commission Expires: 11/21/96



STATE OF OREGON)
 :SS
County of Yamhill)

This instrument was acknowledged before me on the 9th day of August, 1995, by Duane R. Cole, to me known to be the City Manager of the City of Newberg, who has the authority to sign on behalf of the City of Newberg.



Peggy R. Hall
Notary Public for Oregon
My Commission Expires: 11/21/96

APPROVED AS TO FORM
AND CONTENT:

Terrence D. Mahr
Terrence D. Mahr
City Attorney

DEED IN LIEU OF FORECLOSURE

DANIEL SCULLY, Grantor, conveys to the CITY OF NEWBERG, Grantee, the following described real property:

All of Lot 8 in Block 13 in Deskins' Second addition to the Town (now City) of Newberg, according to the plat of said addition of record in the office of the County Clerk for said county and state, excepting therefrom 10 feet off of and from the South side of said lot, now used for street purposes; also for alley or other public uses.

This property is more commonly described as 625 E. First Street, Newberg, Oregon.

No warranties are made as to DANIEL SCULLY's rights or authorities to convey the real property described herein, or as to the boundaries, square footage or condition of the real property, which are transferred as is.

The true consideration for this conveyance is other value received and settlement of judgment in Yamhill County Circuit Court, City of Newberg v. Daniel Scully, Case No. CV 94-213.

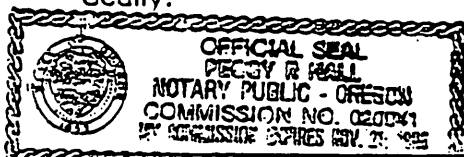
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

DATED this 21 day of July, 1995.

Daniel Scully
Daniel Scully

STATE OF)
County of Yamhill)ss

This instrument was acknowledged before me on the 21 day of July, 1995, by Daniel Scully.



Peggy R. Hall
Notary Public for Oregon
My Commission Expires: 11/21/96

Grantee - After Recording,
Return To / All Tax Statements:
City of Newberg - Legal Department
414 E. First Street
Newberg, Oregon 97132

ACCEPTANCE OF DEED IN LIEU OF FORECLOSURE

Grantor: Daniel Scully "Scully"
P.O. Box 323
Newberg, Oregon 97132

Grantee: City of Newberg, "City"
an Oregon Municipal Corporation
414 E. First Street
Newberg, Oregon 97132

City accepts title pursuant to the Deed in Lieu of Foreclosure to the following described real property:

All of Lot 8 in Block 13 in Deskins' Second addition to the Town (now City) of Newberg, according to the plat of said addition of record in the office of the County Clerk for said county and state, excepting therefrom 10 feet off of and from the South side of said lot, now used for street purposes; also for alley or other public uses.

This property is more commonly described as 625 E. First Street, Newberg, Oregon.

The City Manager of the City of Newberg is authorized to accept the Deed to the property on behalf of the City pursuant to Resolution No. 95-1922, adopted on August 7, 1995.

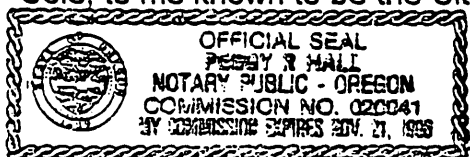
Dated this 9th day of August, 1995.

CITY OF NEWBERG

By Duane R. Cole
Duane R. Cole, City Manager
By Authority of Resolution No. 95-1922
Adopted on August 7, 1995

State of Oregon)
 :SS
County of Yamhill)

This instrument was acknowledged before me on August 9th, 1995, by Duane R. Cole, to me known to be the City Manager of the City of Newberg.



2-Deed in Lieu of Foreclosure

Peggy R. Hall
Notary Public for Oregon
My Commission Expires: 11/21/96