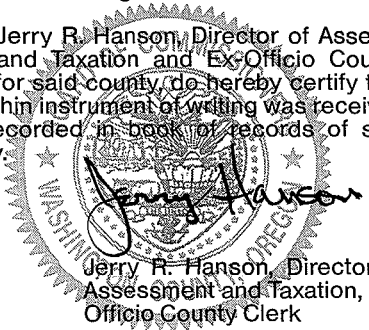


I, Jerry R. Hanson, Director of Assessment and Taxation and Ex-Officio County Clerk for said county, do hereby certify that the within instrument of writing was received and recorded in book of records of said county.



Jerry R. Hanson, Director of Assessment and Taxation, Ex-Officio County Clerk

Doc : 96032439  
Rect: 162432 33.00  
04/12/1996 01:06:49PM

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8

W

**CITY OF SHERWOOD, OREGON  
PUBLIC SANITARY SEWER EASEMENT**

10

KNOW ALL MEN BY THESE PRESENTS, that Korren A. Div

hereinafter called the GRANTOR, does hereby grant unto the City of Sherwood, hereinafter called the CITY, its successors in interest and assigns, the permanent right to design, construct, reconstruct, operate and maintain a public sanitary sewer on the following described land:

(See attached Exhibit A: legal description)

(See attached Exhibit B: map)

TO HAVE AND TO HOLD, the above described easement unto the CITY, its successors in interest and assigns forever.

GRANTOR reserves the right to use the surface of the land for walkways, landscaping, parking and such other uses undertaken by the GRANTOR which are not inconsistent or do not interfere with the use of the subject easement area by the CITY. No building or utility shall be placed upon, under or within the property subject to the foregoing easement during the term thereof, however, without the written permission of the CITY.

Except as otherwise provided, upon completion of any construction by CITY thereon, the CITY shall restore the disturbed surface of the property to the condition reasonably similar to the previous state, and shall indemnify and hold the GRANTOR harmless against any and all loss, costs or damage arising out of the exercise of the rights granted herein. Notwithstanding the foregoing, nothing contained herein shall be construed as requiring the CITY, its successors in interest or assigns to maintain landscaping, walkways, parking or any other surface or subsurface improvement made or constructed by or on behalf of the GRANTOR, its heirs, successors in interest or assigns.

The true and actual consideration paid for this transfer consists of or includes other property or other value given or promised, the receipt of which is hereby acknowledged by the GRANTOR.

And the GRANTOR above named hereby covenants to and with the CITY, and CITY'S successors in interest and assigns that GRANTOR is lawfully seized in fee simple of the above granted premises, free from all encumbrances and that GRANTOR and their heirs and personal representatives shall warrant and forever defend the said premises and every part thereof to the CITY, its agents, successors in interest and assigns against the lawful claims and demands of all persons claiming by, through, or under the GRANTOR.

WITNESS our hands and seals this 9<sup>th</sup> day of August, 1995.

Korren A. Dir  
Signature  
Korren A. Dir  
Name (print or type)  
\_\_\_\_\_  
Title

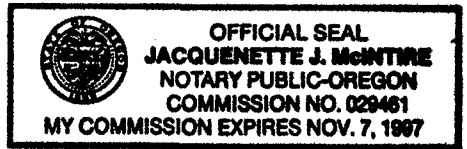
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name (print or type)  
\_\_\_\_\_  
Title

STATE OF OREGON )  
County of Multnomah ) ss

On this 9<sup>th</sup> day of August, 1995, before me, the undersigned, a Notary Public, personally appeared Korren A. Dir

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Jacqueline J. McIntire  
Notary Public for Oregon  
My Commission Expires: Nov 7, 1997



CITY OF SHERWOOD, OREGON  
By Jan Bormet  
City Recorder

The undersigned City Manager of the City of Sherwood, being duly authorized and directed by the Council of the City of Sherwood, does hereby approve and accept the foregoing sanitary sewer easement

on behalf of the City of Sherwood.  
Dated this 8<sup>th</sup> day of April, 1995.

Jan Bormet  
City Manager

After recording, return to:  
City of Sherwood  
~~90 NW Park Street~~  
Sherwood, Oregon 97140

EXHIBIT 'A'

PUBLIC SANITARY SEWER EASEMENT

TAX LOT 506, MAP 2S131D

A STRIP OF LAND 15.00 FEET WIDE WITHIN THAT TRACT OF LAND DESCRIBED IN DEED TO KORREN A. DIR AND RECORDED IN DOCUMENT 94-98137 ON OCTOBER 27, 1994, WASHINGTON COUNTY RECORDER AND SAID PORTION SITUATED IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, WASHINGTON COUNTY, OREGON.

THE CENTERLINE OF SAID 15.00 FOOT WIDE STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 31;

THENCE S 89-34-17 W, 950.00 FEET ALONG THE SOUTH LINE OF SAID SECTION 31 TO THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED IN DEED TO WALTER A. HITCHCOCK AND KRISTI HITCHCOCK, RECORDED JANUARY 10, 1978 IN DOCUMENT NUMBER 78-1187, WASHINGTON COUNTY DEED RECORDS;

THENCE N 00-17-24 W, 1293.57 FEET ALONG THE EAST LINE OF SAID HITCHCOCK TRACT TO A POINT ON THE SOUTH RIGHT OF WAY OF C.R. NO. 441 (S.W. SUNSET BOULEVARD) AND SAID SOUTH RIGHT OF WAY BEING 30.00 FEET SOUTHERLY AND PARALLEL WITH THE CENTERLINE OF SAID C.R. NO. 441;

THENCE S 89-35-25 W, 50.00 FEET ALONG SAID SOUTH RIGHT OF WAY TO THE EAST LINE OF THAT TRACT OF LAND DESCRIBED IN DEED TO DAVID G. AND LENDRA R. COHOON IN DEED DOCUMENT 79-24431 AND RECORDED ON JUNE 25, 1979, WASHINGTON COUNTY DEED RECORDS;

THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE S 00-17-24 E, 162.89 FEET ALONG SAID EAST LINE OF COHOON TRACT TO THE NORTHEAST CORNER OF SAID KORREN A. DIR TRACT;

THENCE N 84°17'59" W, 77.15 FEET ALONG THE NORTH LINE OF SAID KORREN A. DIR TRACT TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

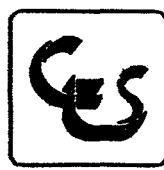
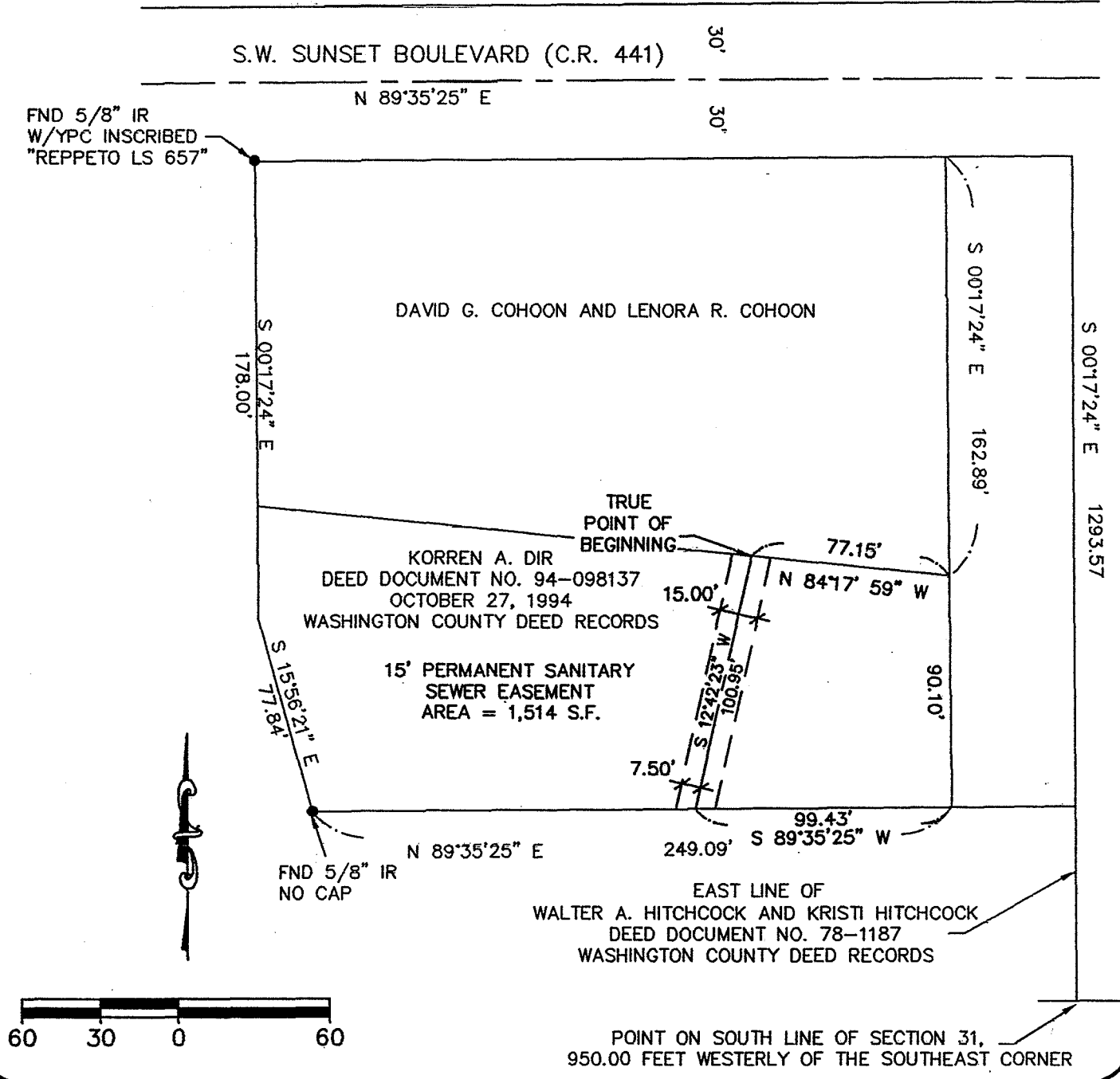
THENCE S 12°42'23" W, 100.95 FEET TO THE SOUTH BOUNDARY OF SAID KORREN A. DIR TRACT AND SAID POINT BEING THE TERMINUS OF THIS DESCRIPTION.

THE SIDELINES OF SAID 15.00 FOOT WIDE STRIP ARE TO BE LENGTHENED OR SHORTENED TO TERMINATE AT THE BOUNDARY LINES OF SAID KORREN A. DIR TRACT.

CONTAINING 1,514 SQ. FT. OR 0.03 ACRES MORE OR LESS.

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 31,  
TOWNSHIP 2 SOUTH, RANGE 1 WEST, WILLAMETTE MERIDIAN,  
CITY OF SHERWOOD, WASHINGTON COUNTY, OREGON

JUNE 16, 1995



CONSULTING ENGINEERING SERVICES, INC.  
15256 N.W. GREENBRIER PARKWAY  
BEAVERTON, OR 97006 (503) 690-6600

EXHIBIT 'B'  
PERMANENT SANITARY SEWER EASEMENT

Recorded Document

1996-032439

Easement - Sewer - Korren Dir  
to City

Reference pages

Not a part of record. For reference use only.

CURIS

LINDSAY, HART, NEIL & WEIGLER, LLP  
LAWYERS  
SUITE 3400  
1300 S.W. FIFTH AVENUE  
PORTLAND, OREGON 97201-5696  
TELEPHONE (503) 226-7677  
FAX (503) 226-7697  
FEDERAL ID 93-1034742

WASHINGTON, D.C. OFFICE:  
TELEPHONE: (202) 467-8383  
FAX: (202) 467-8381

September 22, 2000

City Manager  
City of Sherwood  
20 NW Washington Street  
Sherwood, OR 97140



Re: Trustee's Notice of Sale  
Grantor: Korren Dir  
Our File No. 65009-274

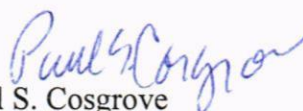
Dear Sir or Madam:

On September 13<sup>th</sup>, the City of Sherwood was mailed a Trustee's Notice of Sale (copy attached) foreclosing the grantor's interest in property located at 16984 SW Sunset Blvd., Sherwood, Oregon. The City of Sherwood has an interest in this property by virtue of an easement for sanitary sewer, recorded April 12, 1996 as Recorder's Fee No. 96 032439.

This letter is to advise the City of Sherwood that the beneficiary, Associates Home Equity Services, Inc., **does not intend to foreclose the easement** referred to above as part of its foreclosure sale.

If you have any questions, please let me know.

Very truly yours,

  
Paul S. Cosgrove  
Of Counsel

Enclosure

cc: Transnation Title  
(Order W278943DG)



RECEIVED

SEP 18 2000

BY:

TRUSTEE'S NOTICE OF SALE

Reference is made to that certain trust deed made by Korren A. Dir, as grantor, to Titor Title Insurance Company, as trustee, in favor of Ford Consumer Finance Company, now known as Associates Home Equity Services, Inc., as beneficiary, dated May 23, 1994, recorded June 7, 1994, in the mortgage records of Washington County, Oregon, as No. 94055400, re-recorded November 2, 1994, as No. 94100788, covering the following described real property situated in the above-mentioned county and state, to-wit:

See attached Exhibit "A".

(The title company advises the property address is 16984 SW Sunset Blvd., Sherwood, OR)

Both the beneficiary and the trustee have elected to sell the said real property to satisfy the obligations secured by said trust deed and a Notice of Default has been recorded pursuant to Oregon Revised Statutes 86.735(3); the default for which the foreclosure is made is grantor's failure to pay when due the following sums:

Monthly payments for April 2000 through August 2000 for a total of \$5,761.40, plus real property taxes for 1994-95, 1995-96, 1996-97 and 1997-98 which beneficiary has paid in the amount of \$10,500.68, plus real property taxes now due for 1998-99 and 1999-2000.

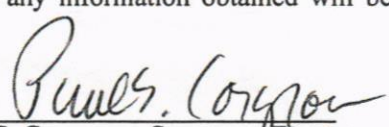
By reason of said default the beneficiary has declared all sums owing on the obligation secured by said trust deed immediately due and payable, said sums being the following, to-wit:

As of April 23, 2000, the principal sum of \$98,449.68 plus interest thereafter; plus any sums advanced by the beneficiary or beneficiary's successor in interest for the protection of the above described property, plus attorney and trustee's fees incurred by reason of said default.

WHEREFORE, notice hereby is given that the undersigned trustee will on **January 22, 2001, at the hour of 11:00 a.m.**, in accord with the standard of time established by ORS 187.110, at **front steps of Washington County Courthouse, 145 NE 2<sup>nd</sup> Avenue, in the City of Hillsboro, County of Washington, State of Oregon**, sell at public auction to the highest bidder for cash the interest in the said described real property which the grantor had or had power to convey at the time of the execution by grantor of the said trust deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of said trust deed, to satisfy the foregoing obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee. Notice is further given that any person named in ORS 86.753 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the trust deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or trust deed, and in addition to paying said sums or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and trust deed, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.753.

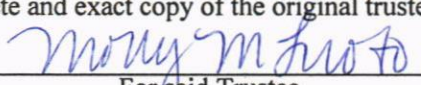
In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said trust deed and the words "trustee" and "beneficiary" include their respective successors in interest, if any. The Federal Fair Debt Collection Practices Act requires we state: This is an attempt to collect a debt and any information obtained will be used for that purpose.

DATED September 12, 2000.

  
Paul S. Cosgrove, Successor Trustee

State of Oregon, County of Multnomah ) ss:

I, the undersigned, certify that the foregoing is a complete and exact copy of the original trustee's notice of sale.

  
For said Trustee

FOR ADDITIONAL INFORMATION  
CALL (503) 226-7677



Order No. W278943DG

**EXHIBIT "A"**  
**Legal Description**

A tract of land situated in the Southeast one-quarter of Section 31, Township 2 South, Range 1 West of the Willamette Meridian, in the County of Washington and State of Oregon, being more particularly described as follows:

Beginning at the Southeast corner of said Section 31; thence South  $89^{\circ}33'54''$  West along the South line thereof a distance of 950.00 feet to the Southeast corner of that tract of land described in deed to Walter A. Hitchcock and Kristi Hitchcock, recorded January 10, 1978 under Fee No. 78-1187, Film Records; thence North  $0^{\circ}17'44''$  West along the East line of said Hitchcock Tract a distance of 1294.03 feet to the South right of way line of SW Wilsonville Road; thence South  $89^{\circ}36'39''$  West along said South right of way line a distance of 50.00 feet; thence South  $0^{\circ}17'44''$  East a distance of 163.00 feet to the true point of beginning of the tract herein described; thence North  $84^{\circ}15'27''$  West a distance of 271.51 feet; thence South  $0^{\circ}17'44''$  East a distance of 44.0 feet; thence South  $15^{\circ}56'40''$  East a distance of 77.85 feet; thence North  $89^{\circ}36'39''$  East a distance of 249.00 feet; thence North  $0^{\circ}17'44''$  West a distance of 100 feet to the point of beginning.

## FAIR DEBT COLLECTION PRACTICES ACT NOTICE

This is an attempt to collect a debt and any information obtained will be used for that purpose.

If you are the person who signed the Note/Loan Agreement referred to in the Trust Deed, you owe the beneficiary the amount stated in the attached Trustee's Notice of Sale.

If you are the person who signed the Note/Loan Agreement referred to in the Trust Deed, you are hereby notified that unless you notify this office in writing within thirty (30) days after the receipt of this notice that the validity of this debt, or any portion of it, is disputed, we will assume it to be valid. If you send us written notice that you dispute this debt, or any portion thereof, within 30 days after receipt of this notice, we will obtain verification of the debt, or a copy of the judgment. Also, upon your written request within 30 days after receipt of this notice, we will provide you with the name and address of the original creditor if different from the creditor listed in the Notice of Sale.

Written requests should be addressed to:

Paul S. Cosgrove  
Lindsay, Hart, Neil & Weigler, LLP  
Suite 3400  
1300 SW Fifth Avenue  
Portland, OR 97201-5696  
Phone: (503) 226-7677



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RECEIVED  
SEP 18 2000

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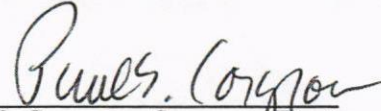
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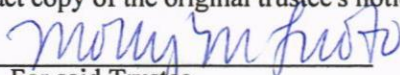
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