

58411

DEED OF RECONVEYANCE

KNOW ALL MEN BY THESE PRESENTS, That the undersigned trustee or successor trustee under that certain trust deed dated August 13, 1971, executed and delivered by DANIEL J. DUFF and DORIS V. DUFF, husband and wife,

August 19, 1971, in book M-71 at page 8738 of the Mortgage Records of

Klamath County, Oregon, conveying real property situated in said county described as follows: Real property in Klamath County, Oregon: A tract of ground described as follows: Beginning at an iron pin on the West section line which lies South 0°06' West along the Section line a distance of 185.7 feet from the iron axle which marks the quarter section corner common to Sections 5 and 6, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and running thence; Continuing South 0°06' West along the section line a distance of 1165.98 feet to an iron pin which marks the Southwest corner of the NW¼SW¼ of said Section 5; thence North 89°42' East along the 40 line a distance of 1304.8 feet to an iron pin on the Westerly line of Riverview Subdivision and which iron pin marks the Southeast corner of NW¼SW¼ of said Section 5; thence North 0°18' West along the West line of Riverview Sub-division a distance of 677.6 feet to the iron pin which marks the Northwest corner of Riverview Subdivision; thence South 89°29' West a distance of 820 feet to an iron pin; thence North 0°18' West a distance of 494.45 feet to an iron pin which lies on the South right of way line of Lewis Lane 30' Southerly at right angles from its center; thence South 89°17' West along the South right of way line of Lewis Lane 30 feet Southerly at right angles from its center a distance of 476.34 feet more or less to the point of beginning, in the NW¼SW¼ of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, in Klamath County, Oregon. (OVER)

having received from the beneficiary under said trust deed a written request to reconvey, reciting that the obligation secured by said trust deed has been fully paid and performed, hereby does grant, bargain, sell and convey, but without any covenant or warranty, express or implied, to the person or persons legally entitled thereto, all of the estate held by the undersigned in and to said described premises by virtue of said trust deed.

In construing this instrument and whenever the context hereof so requires, the masculine gender includes the feminine and neuter and the singular includes the plural.

IN WITNESS WHEREOF, the undersigned trustee has hereunto set his hand and seal; if the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its Board of Directors.

DATED: November 15, 1971

(If executed by a corporation, affix corporate seal)

Successor Trustee

(If the trustee who signs above is a corporation, use the form of acknowledgment opposite)

STATE OF OREGON,

County of Klamath
November 15, 1971

Personally appeared the above named

Wm. Ganong, Jr.

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

NOTARY PUBLIC
My commission expires: 8-19-75

STATE OF OREGON, County of

Personally appeared

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

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed 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.

Notary Public for Oregon
My commission expires:

(OFFICIAL SEAL)

TRUSTEE'S DEED OF RECONVEYANCE

TO

AFTER RECORDING RETURN TO

PP 54K

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of , 19 ,

at o'clock M., and recorded in book on page

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

By Title Deputy

(DON'T USE THIS SPACE, RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

58432

58411

DANIEL

hereby mortgage to Fidelity Trust Company, Inc., a corporation organized under the laws of the State of Oregon, all of the real property therein that

Real property as follows:

Beginning at 0° 06' West iron axle and 6, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, which marks the Northwest corner of the NW¼SW¼ of said Section 5; thence North 0° 18' West along the West line of Riverview Sub-division a distance of 677.6 feet to an iron pin which now are or hereafter shall be the realty, to secure the sum of FIVE THOUSAND

Dollars, bearing even interest at the rate of 15% per annum

and to secure the payment of the same by the mortgagor or his heirs, assigns, personal representatives or assigns, in the event of default in payment of the same, as evidenced by any payment on one

The mortgagor agrees to pay the mortgage interest on or before the 15th day of each month, beginning on the 15th day of the month of January, 1972, and thereafter on the 15th day of each month, until the mortgage is paid in full.

The mortgagor agrees to pay the mortgage interest on or before the 15th day of each month, beginning on the 15th day of the month of January, 1972, and thereafter on the 15th day of each month, until the mortgage is paid in full.

In case of default in payment of the mortgage interest, the mortgagee shall have the right to foreclose the mortgage and to sell the property thereon.

The mortgagor agrees to pay the mortgage interest on or before the 15th day of each month, beginning on the 15th day of the month of January, 1972, and thereafter on the 15th day of each month, until the mortgage is paid in full.

Words used in the singular shall include the plural, and words used in the plural shall include the singular.

Each of the foregoing covenants shall inure to the benefit of the mortgagee and its assigns.

Dated at Klamath Falls, Oregon, this 15th day of November, 1971.

1989

EXCEPTING THEREFROM that portion conveyed to the State of Oregon November 7, 1967 in M-67 at page 8642 and as corrected by Deed recorded April 15, 1968 in M-68 at page 2912.

STATE OF OREGON,
County of Klamath
Filed for record at request of
TRANSPACIFICA TITLE INSURANCE CO
on the 15th day of NOVEMBER A.D. 1971
at 3:32 P.M. and do
recorded in Vol. M 71 of MORTGAGES
Page 11988
Wm. D. PHILLIPS, County Clerk
By *Paul D. Dugan*
Fee \$2.00

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DANIEL
hereby mortgage to F
in after called Mortgage
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Real property
as follows:

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Dated at Klamath