

70701

Vol. M 72

13594

NOTED FOR DEED AND
RECORDED AND SOUTHERN RECORDS

STATE OF

County of

ss

ROBERT B. MURPHY

and LAURA L. MURPHY

_____, husband and wife, being first duly sworn, depose and say:

That they are the identical parties who made, executed and delivered that certain deed to the Secretary of Housing and Urban Development of Washington, D. C., his successors and assigns in office, dated the _____ day of _____, 196____, conveying the following described property, to-wit:

Lot 6, in Block 2, of Tract 1007 WINCHESTER, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

That the aforesaid deed was an absolute conveyance of the title to said premises to the grantee named therein in effect as well as in form, and was and is not intended as a mortgage, trust conveyance, or security of any kind, and that possession of said premises will be surrendered as of the _____ 31st day of _____ October, 1972, that the consideration in aforesaid deed was and is the full cancellation of all debts, obligations, costs and charges heretofore existing under and by virtue of the terms of a certain Deed of Trust (in default) heretofore existing on the property therein and hereinbefore described executed by _____ ROBERT B. MURPHY and _____ LAURA L. MURPHY, as Grantors, to _____ KLAMATH COUNTY TITLE COMPANY as Trustee for SECURITY'S-1-TRUST COMPANY, INC., as Beneficiary, dated the _____ 27th day of _____ November, 1970, and recorded in _____ Volume _____ M70, page 10775, of the _____ Microfilm _____ records of _____ Klamath County, State of _____ Oregon, and the cancellation of record by _____ BELL FEDERAL SAVINGS AND LOAN ASSOCIATION, a United States Corporation of said Deed of Trust.

That the aforesaid deed and conveyance was made by the deponents as the result of their request that grantee accept such deed and was their free and voluntary act and by said deed hereby consent to the Trustee's conveyance of the Deed of Trust to the Beneficiary, that at the time of making said deed the deponents felt and still feel that the indebtedness secured by said Deed

of trust of the premises and represent the fair value of the property as being that said deed was not given as a preference against any other creditors of the deponents, that at the time it was given there was no other person or persons, firm or corporations interested, either directly or indirectly in said premises; that the deponents are solvent and have no other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any note, bond, mortgage, or other deed of trust whereby any lien has been created or exists against the premises described in said deed; and that deponents in offering to execute the aforesaid deed to the grantee therein, and in executing same, were not acting under any duress, undue influence, misapprehension or misrepresentation by the Beneficiary or the agent or attorney or any other representative of said Beneficiary, and that it was the intention of the deponents as grantors in said deed to convey and by said deed the deponents did convey to the grantee therein all their right, title and interest absolutely in and to the premises described in said deed.

That the aforesaid deed and conveyance made by the deponents was executed and delivered with the express understanding that it does not operate, even though placed of record, to effect such a merger of interests as to extinguish the Deed of Trust lien, and that its receipt by the grantee does not constitute legal delivery and shall be of no binding force or effect whatsoever until such time as the grantee consents to the acceptance of such deed, such consent to be evidenced by the acceptance and approval of title by the Federal Housing Commissioner, who has insured the Deed of Trust on said premises. The receipt or acceptance of said deed as aforesaid, shall in no way restrict the right of the Beneficiary, or the right of its successors in interest, to foreclose the Deed of Trust debt if foreclosure is deemed desirable.

That they own no other property which is subject to a mortgage or deed of trust held or insured by the Federal Housing Commissioner, except the following:

NONE

This deed
said Beneficiary,
its successors and
who may acquire any
and shall bind the
the undersigned.

STATE OF *Colorado* } ss.
County of *El Paso*

On this 10 day of _____
ROBERT B. MURPHY
who executed the within and
signed the same as his free
Witness my hand and official

JUDGE
ADVOCATE
USAF

13596

This affidavit is made for the protection and benefit of the afore-
said Beneficiary, BELL FEDERAL SAVINGS AND LOAN ASSOCIATION,
a United States Corporation

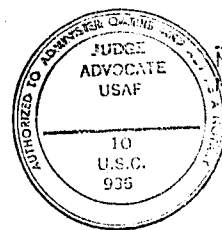
its successors and assigns, and all other parties hereafter dealing with or
who may acquire any interest in the property described in the aforesaid deed,
and shall bind the respective heirs, executors, administrators and assigns of
the undersigned.

Robert B. Murphy
Robert B. Murphy
Laura L. Murphy
Laura L. Murphy

STATE OF Colorado } ss.
County of El Paso

On this 10 day of Nov, 1972, before me personally appeared
ROBERT B. MURPHY, known to me to be the person
who executed the within and foregoing instrument and acknowledged that he
signed the same as his free and voluntary act and deed.

Witness my hand and official seal.

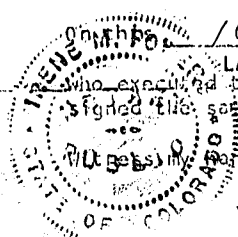


Richard A. Hall
Notary Public in and for said County and State
My commission expires: Sept 27, 1973
Judge Advocate
USAF
1st Lt. Judge Advocate
HQ 400 Air Base Wg
ENT AFB, CO 80912

STATE OF Colorado } ss.
County of El Paso

On this 16 day of November, 1972, before me personally appeared
LAURA L. MURPHY, known to me to be the person
who executed the within and foregoing instrument and acknowledged that she
signed the same as her free and voluntary act and deed.

Witness my hand and official seal.



Lorena M. Lawrence
Notary Public in and for said County and State
My commission expires: Sept 27, 1973

3. STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of Klamath County Title Insurance Co.
this 24 day of November, A. D. 19 72 at 1:05 o'clock PM, and
duly recorded in Vol. M 72, of Deeds on Page 13594

Fee 6.00

W. D. Milne
W. D. Milne, County Clerk
By *Laurie Mitchell*