

3314

BARGAIN AND SALE DEED

Vol. 1781 Page 14641

KNOW ALL MEN BY THESE PRESENTS, That Gilbert J. French and Scott D. French, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto Ruby E. Hanan hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

The Westerly 39 feet 6 inches of Lot 2, Block 10, FIRST ADDITION to Chiloquin, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

This instrument is given to Grantee in lieu of foreclosure. It is the intent of this instrument and the parties hereto to release Grantors from that certain Contract dated February 14, 1980, and to deliver to Grantee all their interest acquired by said Contract.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ In lieu of ~~However, the actual consideration consists of or includes other property or value given or promised which is the whole or part of the consideration (indicate which)~~ (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 14th day of August, 19 81; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

Gilbert J. French
By: Robin B. Danielson
Robin Danielson, his Attorney-in-Fact

Scott D. French
By: Robin B. Danielson
Robin Danielson, his Attorney-in-Fact

FORM No. 159-ACKNOWLEDGMENT BY ATTORNEY-IN-FACT.

STATE OF OREGON,

County of Klamath } ss.

Personally appeared the above named

On this the 14th day of August, 19 81 personally appeared Robin Danielson

who, being duly sworn (or affirmed), did say that he is the attorney in fact for Gilbert J. French and Scott D. French and that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowledged said instrument to be the act and deed of said principal.

Before me:

(Official Seal)

Maureen M. Lyman
Notary Public for Oregon
My Commission Expires: 11-20-83

(Title of Officer)

Ruby E. Hanan

Box 546

Chiloquin, OR 97624

GRANTEE'S NAME AND ADDRESS

After recording return to:

Ruby E. Hanan

Box 546

Chiloquin, OR 97624

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

NAME, ADDRESS, ZIP

SPACE RESERVED
FOR
RECORDER'S USE

I certify that the within instrument was received for record on the _____ day of _____, 19_____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as document/fee/file/instrument/microfilm No. _____ Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME

TITLE

By

Deputy

28 AUG 17 AM 11 26

Name
Street
Address
City &
State

Robin Danielson
Star Route 1, Box 96
Chiloquin, OR 97624

14642

SPACE ABOVE THIS LINE FOR RECORDER'S USE

POWER OF ATTORNEY GENERAL

KNOW ALL PERSONS BY THESE PRESENTS: That I, Gilbert J. French and Scott D. French

the undersigned (jointly or severally, if more than one) hereby make, constitute and appoint Robin DANIELSON

my true and lawful Attorney for me and in my name, place and stead and for my use and benefit:

(a) To ask, demand, sue for, recover, collect and receive each and every sum of money, debt, account, legacy, bequest, interest, dividend, annuity and demand (which now is or hereafter shall become due, owing or payable) belonging to or claimed by me, and to use and take any lawful means for the recovery thereof by legal process or otherwise, and to execute and deliver a satisfaction or release therefor, together with the right and power to compromise or compound any claim or demand;

(b) To exercise any or all of the following powers as to real property, any interest therein and/or any building thereon: To contract for, purchase, receive and take possession thereof and of evidence of title thereto; to lease the same for any term or purpose, including leases for business, residence, and oil and/or mineral development; to sell, exchange, grant or convey the same with or without warranty; and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or non-negotiable note or performance of any obligation or agreement.

(c) To exercise any or all of the following powers as to all kinds of personal property and goods, wares and merchandise, choses in action and other property in possession or in action: To contract for, buy, sell, exchange, transfer and in any legal manner deal in and with the same; and to mortgage, transfer in trust, or otherwise encumber or hypothecate the same to secure payment of a negotiable or non-negotiable note or performance of any obligation or agreement;

(d) To borrow money and to execute and deliver negotiable or non-negotiable notes therefor with or without security, and to loan money and receive negotiable or non-negotiable notes therefor with such security as he/she shall deem proper.

(e) To create, amend, supplement and terminate any trust and to instruct and advise the trustee of any trust wherein I am or may be trustee or beneficiary; to represent and vote stock, exercise stock rights, accept and deal with any dividend, distribution or bonus, join in any corporate financing, reorganization, merger, liquidation, consolidation or other action and the extension, compromise, conversion, adjustment, enforcement or foreclosure, singly or in conjunction with others of any corporate stock, bond, note, debenture or other security; to compound, compromise, adjust, settle and satisfy any obligation, secured or unsecured, owing by or to me and to give or accept any property and/or money whether or not equal to or less in value than the amount owing in payment, settlement or satisfaction thereof;

(f) To transact business of any kind or class and as my act and deed to sign, execute, acknowledge and deliver any deed, lease, assignment of lease, covenant, indenture, indemnity, agreement, mortgage, deed of trust, assignment of mortgage or of the beneficial interest under deed of trust, extension or renewal of any obligation, subordination or waiver of priority, hypothecation, bottomry, charter-party, bill of lading, bill of sale, bill, bond, note, whether negotiable or non-negotiable, receipt, evidence of debt, full or partial release or satisfaction of mortgage, judgment and other debt, request for partial or full reconveyance of deed of trust and such other instruments in writing or any kind or class as may be necessary or proper in the premises.

(g) [Strike if not applicable.] Regardless of my disability or incapacity occurring after the making of this Power of Attorney, this Power of Attorney shall not be affected for a period of _____ or one year after the disability or incapacity occurs, whichever period first expires, with respect to my real property which constitutes my principal place of residence.

(Insert number of months)

(h) [Strike if not applicable.] Regardless of my disability or incapacity occurring after the making of this Power of Attorney, this Power of Attorney shall not be affected for a period of _____ or one year after the disability or incapacity occurs, whichever period first expires, with respect to all of my personal property.

(Insert number of months)

GIVING AND GRANTING unto my said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present, hereby ratifying all that my said Attorney shall lawfully do or cause to be done by virtue of these presents. The powers and authority hereby conferred upon my said Attorney shall be applicable to all real and personal property or interests therein now owned or hereafter acquired by me and wherever situate.

My said Attorney is empowered hereby to determine in his/her sole discretion the time when, purpose for and manner in which any power herein conferred upon him shall be exercised, and the conditions, provisions and covenants of any instrument or document which may be executed by him/her pursuant hereto; and in the acquisition or disposition of real or personal property, my said Attorney shall have exclusive power to fix the terms thereof for cash, credit and/or property, and if on credit with or without security.

When the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

WITNESS my hand this 5th day of August, 1981

STATE OF CALIFORNIA

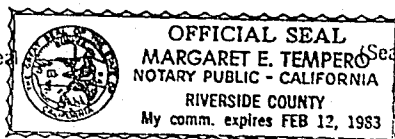
COUNTY OF Riverside

} SS.

On August 5, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared Gilbert J. French and Scott D. French

known to me to be the person s whose name they subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal



Margaret E. Tempero
Notary Public in and for said State.

1. See reverse side.

POWER OF ATTORNEY GENERAL
WOLCOTT'S FORM 1400—Rev. 7-80
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This standard form covers most usual problems in the field indicated. Before you sign, read it, fill in all blanks, and make changes proper to your transaction. Consult a lawyer if you doubt the form's fitness for your purpose.

State of OREGON: COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the

17th day of August A.D., 1981 at 11:26 o'clock A M., and duly recorded in

Vol M81 of Deeds on page 14641.

EVELYN BIEHN
COUNTY CLERK

Fee \$ 7.00

By Bonnie L. Litch Deputy