

TA-38-24655

7125

12500
THIS INDENTURE between CLARA FAY CLAUNCH
(if husband and wife, so indicate)

hereinafter called the first party, and
hereinafter called the second party; WITNESSETH:

Whereas, the title to the real property hereinafter described is vested in fee simple in the first party, subject to the lien of a mortgage or trust deed recorded in the mortgage records of the county hereinafter named, in book M-80 at page 17498 thereof, reference to said records hereby being made, and the notes and indebtedness secured by said mortgage or trust deed are now owned by the second party, on which notes and indebtedness there is now owing and unpaid the sum of \$7,450.50 + interest, the same being now in default and said mortgage or trust deed being now subject to immediate foreclosure, and whereas the first party, being unable to pay the same, has requested the second party to accept an absolute deed of conveyance of said property in satisfaction of the indebtedness secured by said mortgage and the second party does now accede to said request;

NOW, THEREFORE, for the consideration hereinafter stated (which includes the cancellation of the notes and indebtedness secured by said mortgage or trust deed and the surrender thereof marked "Paid in Full" to the first party), the first party does hereby grant, bargain, sell and convey unto the second party, his heirs, successors and assigns, all of the following described real property situate in Klamath County, State of Oregon, to-wit:

SEE LEGAL DESCRIPTION MARKED EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF,....

together with all of the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining;

TO HAVE AND TO HOLD the same unto said second party, his heirs, successors and assigns forever.
And the first party, for himself and his heirs and legal representatives, does covenant to and with the second party, his heirs, successors and assigns, that the first party is lawfully seized in fee simple of said property, free and clear of incumbrances except said mortgage or trust deed and further except covenants, conditions, restrictions, reservations, rights, rights of way and easements of record and Trust Deed, including terms and provisions thereof, in favor of

Albert Bonderow or Louise Bonderow
that the first party will warrant and forever defend the above granted premises, and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, other than the liens above expressly excepted; that this deed is intended as a conveyance, absolute in legal effect as well as in form, of the title to said premises to the second party and all redemption rights which the first party may have therein, and not as a mortgage, trust deed or security of any kind; that possession of said premises hereby is surrendered and delivered to said second party; that in executing this deed the first party is not acting under any misapprehension as to the effect thereof or under any duress, undue influence, or misrepresentation by the second party, or second party's representatives, agents or attorneys; that this deed is not given as a preference over other creditors of the first party and that at this time there is no person, co-partnership or corporation, other than the second party, interested in said premises directly or indirectly, in any manner whatsoever, except as aforesaid.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$7,450.50.
However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).

In construing this instrument, it is understood and agreed that the first party as well as the second party may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural; that the singular pronoun means and includes the plural, the masculine, the feminine and the neuter and that, generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the first party above named has executed this instrument; if first party is a corporation, it has caused its corporate name to be signed hereto and its corporate seal affixed by its officers duly authorized thereunto by order of its Board of Directors.

Dated June 4, 1982

Clara Fay Claunch
Clara Fay Claunch

STATE OF OREGON,

County of Douglas ss.

Personally appeared the above named

CLARA FAY CLAUNCH

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

(OFFICIAL SEAL)

Before me

Notary Public for Oregon

My commission expires: 7-24-83

STATE OF OREGON, County of) ss.
1982

Personally appeared _____ and _____

each for himself and not one for the other, did say that the former is the _____ who, being duly sworn, president and that the latter is the secretary of _____

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.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

EXHIBIT A

7126

A portion of Lot 355, Block 123, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, and being more particularly described as follows:

Beginning at the Southeast corner of the intersection of Home Avenue with Division Street; thence Easterly along the South line of Home Avenue a distance of 200 feet; thence Southerly at right angles to Home Avenue to the North line of the alley running through said Block 123; thence Easterly along the North line of said alley a distance of 115 feet, which said point is the Southeast corner of that certain parcel of land described in deed to Hubert C. Lane, et ux., recorded April 10, 1962 in Book 336 at page 512, Deed Records of Klamath County, Oregon, and which said point is the true point of beginning of the property herein conveyed; thence Easterly along the North line of said alley to the West line of Mitchell Street; thence Northerly along the West line of Mitchell Street to the South line of the right of way of the main canal of the U.S.R.S.; thence Northwesterly along the said Southerly line of said canal right of way to a point which is perpendicular to the point of beginning and which said point is Northeasterly corner of that certain parcel of property described in deed to Hubert C. Lane, et ux., recorded April 10, 1962 in Book 336 at page 512, Deed Records of Klamath County, Oregon; thence Southerly to the point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record _____
 this 8 day of June A 1982 3:37 PM, and
 duly recorded in Vol. M 82, of _____ Deeds page 7125

Fee \$8.00

By Joyce M. Olson CHN, County Clerk