

20719

THIS INDENTURE between Donald E. Hilliard and Leora C. Hilliard,
husband and wife (if husband and wife, so indicate)

hereinafter called the first party, and Wells Fargo Realty Services, Inc. as Trustee under
hereinafter called the second party; WITNESSETH: Trust 7213

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
M78 at page 15262 hereof, 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 \$ 2,436.05, 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 indebt-
edness 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:

Lot 16, Block 28 Tract 1113-Oregon Shores-Unit 2 as shown on the map filed
on December 9, 1977 in Volume 21 Page 20 of Maps in the office of the
county recorder of said county.

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

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
C C & R etc. as shown on deed

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 in-
directly, in any manner whatsoever, except as aforesaid.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 4,500.00
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 cor-
poration, 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 January 28, 1983.
Donald E. Hilliard
Leora C. Hilliard
Leora C. Hilliard

STATE OF OREGON, California

County of _____, 19 _____

Personally appeared the above named

and acknowledged the foregoing instru-
ment to be _____ voluntary act and deed.

Before me:

(OFFICIAL
SEAL)

Notary Public for XXXXX California

My commission expires:

STATE OF OREGON, County of _____) ss.
19 _____

Personally appeared _____ and
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 _____

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 be-
half 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)

RETURN TO:
Wells Fargo Realty Services
572 East Green ST
Pasadena, CA 91101
Attn: Maria Rodriguez

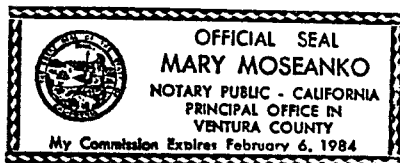
STATE OF CALIFORNIA,
COUNTY OF VENTURA

ss.

ON January 28, 1983
before me, the undersigned, a Notary Public in and for said State, personally appeared
Donald E. Hilliard and
Leora C. Hilliard

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

WITNESS my hand and official seal. MARY MOSEANKO



Mary Moseanko
Notary Public in and for said State.

ACKNOWLEDGMENT—General—Notary Public Form 213—Rev. 3-64

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record .

this 23 day of Feb. 11:14 A.D. 1983 at 11:14 o'clock AM, and
duly recorded in Vol. M83, of Deeds on file 2805

Fee \$8.00

By

EVELYN BEHN, County Clerk

Joyce McQuinn