

1967

27497

Vol. 483 Page 14491

THIS INDENTURE between Roger W. Schooler and Cheryl Ann Schooler,
husband and wife,

(If husband and wife, so indicate)

hereinafter called the first party, and Melba Windsor

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 M79 at page 14220, 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 \$ 41,870.30, 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:

All of that certain real property situate in Klamath County, Oregon, legally described on the attached "Exhibit A" which by this reference is incorporated herein as if fully set forth.

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 none other

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 \$ in lieu of foreclosure. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (entirety of the whole).

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 August 22, 19 83.

Roger W. Schooler by Cheryl Ann Schooler
ROGER W. SCHOOLER
Cheryl Ann Schooler
CHERYL ANN SCHOOLER

STATE OF OREGON,)
County of Klamath) ss.
August 22, 19 83
Personally appeared the above named Roger W. Schooler and Cheryl Ann Schooler, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon

My commission expires: 11-20-82

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

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.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

83 AUG 26 PM 3 30
F. O. O. C. H.

"EXHIBIT A"

A tract of land in the S½S½SE½SE½ of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows: Beginning at a point North 1°14' West 30 feet and South 89°26' West 150 feet from the Southeast corner of said Section 3; thence North 1°14' West 225 feet to a point on the South line of the parcel described in Deed Volume M68 page 1419, Deed records of Klamath County, Oregon; thence South 89°26' West along said South line 418 feet to the Southwest corner thereof; thence North 1°14' West 75 feet to the Northwest corner thereof; thence South 89°26' West to the Easterly line of the K.I.D. Drain; thence Southeasterly along the Easterly line of said Drain to a point that is North 1°14' West 30 feet from the South Section line of said Section 3 when measured at right angles thereto; thence North 89°26' East to the point of beginning; EXCEPTING THEREFROM any portion of the herein described property lying within Hilyard Avenue.

ALSO EXCEPTING THEREFROM the following: A tract of land situated in the S½S½SE½SE½ of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point North 01°14'00" West 30 feet and South 89°26'00" West 150 feet from the Southeast corner of said Section 3; thence North 01°14'00" West 225 feet to a point; thence South 89°26'00" West 212 feet; thence South 00°34'00" East 225 feet to the Northerly line of Hilyard Avenue; thence North 89°26'00" East 214.62 feet, more or less, to the point of beginning; EXCEPTING THEREFROM any portion of the herein described property lying within Hilyard Avenue.

*Return
Neal Buchanan
210 N. 4th St.
Klamath Falls
Or 97601*

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

on this 26 day of August A.D. 19 83
at 3:30 o'clock P. M. and duly
recorded in Vol. M 83 of DEEDS
page 14491

EVELYN BIEHN, County Clerk

By *[Signature]* Deputy

Fee 12.00