Vol.Mr 53264 MIC-IS199 THIS INDENTURE between Roger D. Smith and Ruth J. Smith hereinalter called the first party, and the State of Oregon by and through the Director hereinalter 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/reel/ volume No.__M81_____at page __5064 _____thereof or as fee/file/instrument/microfilm/reception No._____ (state which), 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 \$.55,195.82..., 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

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 Oregon , to-wit: e that ----- County, State of

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together with all of the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertain-(CONTINUED ON REVERSE SIDE) And the straining of the Roger D. and Ruth J. Smith

Department of Veterans! Affairs 700 Summer St. NE Salem, OR 97310-1201 NAME ADDRESS, ZIP	SPACE RESERVED		
Department of Veterans' Affairs 7.00 Summer St. NE Salem, OR 97310-1201 NAME ADDRESS, ZIP	non oli sine engli senti sine di Sull'Origi Sonto si si si si si Prototototo Costo si si si si si si	NAME By	Trees Deputy
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5 1985 SED 14870 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 lefal representatives does covenant to and with the second IU HAVE AND IU HULD the same unto said second party, his heirs, successors and assigns torever; And the first party, for himself and his heirs and legal representatives, does covenant to and with the second his heire successors and sections that the first party is lemitally extend to the direct party for himself and his heirs and legal representatives. 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 please of inclumbrances excent said montes to construct dead and further excent NONE CLB/K clear of incumbrances except said mortgage or trist deed and further exceptNONE. that the first party will warrant and forever defend the above granted premises, and every part and parcel thereof defend the level to be been the line above show the line above and a short the line above above and a short the that the first party will warrant and forever detend 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 dead is intended as a contraining absolute in local effect as well as in form of the fills to said premises to the againsr me lawiul claims and demands of all persons whomsoever, other than me 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 record party and all adomation with the tiest party have been therein and not converting the said premises to the 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 second party and all redemption rights which the first party may have therein, and not as a mortgage, trust deed second party and all redemption rights which the first party may have therein, and not as a mortgage, trust deed second party and all redemption rights which the first party may have therein, and not as a mortgage, trust deed second party and all redemption rights which the first party may have therein, and not as a mortgage, trust deed second party and all redemption rights which the first party may have therein, and not as a mortgage, trust deed second party and all redemption rights which the first party may have therein, and not as a mortgage, trust deed second party and all redemption rights which the first party may have therein, and not as a mortgage, trust deed second party and all redemption rights which the first party may have therein, and not as a mortgage, the second second party and all redemption rights which the first party may have therein, and not as a mortgage and the second s 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 execution this deed the first party is not extended on a mission reduction of the effect the second party. 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 diverse tradue influence or micropresentation by the second party or second party's representatives adonts or that in executing this deed the first party is not acting under any misapprenension as to the effect thereof or under any duress, undue influence, or misrepresentation by the second party, or second party's representatives, agents or attended instant this deed in section of the second party of the first party and that at this time there any duress, undue influence, or misrepresentation by the second party, or second party screpresentatives, 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, construction of the then the second party interested in residence directly or in 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 whateour event as storegaid The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ NONE directly, in any manner whatsoever, except, as aforesaid. bale constraining this instrument, it is understood and agreed that the first party as well as the second party in the contract of requires the sindules theil he taken to mean and include the 0.However, the actual consideration consists of or includes other property whowever, the normal contractant or or metadow property or , and stress part of the consideration (indicate which) 0 the unit subjects about subjects (possibility peroperty) 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 direct; that the singular pronoun means and includes the plural, the macuiline, the femining and the neutrer and may be more than one person; that it 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 descrally all drammatical chandes chall be made assumed and implied to make the provisions beref apply plural; that the singular pronoun means and includes the plural, the masculine, the teminine and the neuter and that, generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply provedue to corporations and to individuale ly to corporations and to individuals. IN WITNESS WHEREOF, the first party above named has executed this instrument; if first party is a cor-tion it has converted its corporate some to be sidned hereto and its corporate cost affired by its officers duity IN WITNESS WHEREUF, the first party above named has executed this instrument; it 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 Roger D. Smith Roger D. Smith Ruth J. Smith equally to corporations and to individuals. THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT, A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES. The foregoing instrument was acknowledged before me this STATE OF OREGON, County of, 19....., by .. lif the signer of the above is a carpoin use the form of acknowledgment opp president, and by ... STATE OF OREGON, County of flesureth The foregoing instrument was acknowledged before ... corporation, on behalt of the corporation. secretary of S Incel SEAL) (SEAL) O My commission expires: (bt. 21, 1986) E (If executed by a corpo corporate seal) All the second s 111 (Jafrinha) bairlosm itus symbols (). If not applicable, inould be deleted. Sec OR5 93.030. an filler 1996 - Martin Poully, now in default and suid norderare of the start There is the first party, benefictually to buy the start presses of and the second there is a first of the state of the second se and the second of the second o AND WE W ge so general proverse derverselter dis geheid in vertert in tra segue an over der general proverse in the the constance for seconds of the moments from some proverse in 10" TE 10" and some of a farmer of the more a and the second s We 19993 A STRANGE STRAN . Starlar P52162

A parcel of land situate in the SW4NE; of Section 30, Township 24 A parcel of land Situate in the SwawEr of Section SU, Township, South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a point along the original southwest line of the land of Jim Erikson, being also a corner common to Crescent Heights Sub-division and F. R. Stumbaugh reserved land a 5/8" steel rod from division and E. B. Stumbaugh reserved land, a 5/8" steel rod, from which the NF/16 Corpor of said Section 30 hears North 72°52'07" Fac Which the NE/16 corner of said Section 30 bears North 72°52'07" East 481.31 feet; thence along two lines with Crescent Heights Subdivision 481.31 feet; thence along two lines with Crescent Heights Subdivision South 38°58'09" West 100.00 feet to a point, a 5/8" steel rod; thence North 77°00'07" West 168.11 feet to a point, a 5/8" steel rod; thence the East right of way line of U.S. Highway 97 and 50 feet from the North // UU/U/" West 100.11 Teet to a point, a 5/6" Steel rou arong the East right of Way line of U.S. Highway 97 and 50 feet from the another in the month is and so feet from the Month is and Centerline thereof; thence along said right of Way line, North 15°00' 13" East 180.00 feet to a point in a paved driveway, a center-punched Failroad spike; thence along two lines as agreed between E. B. Stumbaugh and Jim Erikson: South 55°46'32" East 220.94 feet to a Stumpaugn and JIM Erikson: South 35-40 32" East 420.94 feet to Point, a 5/8" Steel rod; South 15°00'13" West, parallel to U.S. Highway 97, 10.00 feet to the point of beginning.

14871

STATE OF OREGON: COUNTY OF KLAMATH:

Filed for record at request of SS, of <u>September</u>

