

1967

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THIS INDENTURE between DON T. PATTERSON and SHAWNNA K. PATTERSON, husband and wife,

(If husband and wife so indicate)

hereinafter called the first party, and PATRICIA JONAH, who took title as PATRICIA CHARLESWORTH 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 M82 at page 5692 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 \$42,000.00 plus int., at 11% from 9/5/85, 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

"Lot 35, Block 38, Tract No. 1084, SIXTH ADDITION TO KLAMATH RIVER ACRES, in the County of Klamath, State of Oregon."

*** a certain Trust Deed dated April 30, 1982, Recorded May 6, 1982 in Book M-82, at Page 5690, between Don T. Patterson and Shawnna Patterson, Grantor, Transamerica Title Ins. Company, Trustee, and Suburban Finance as Beneficiary, 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 a certain financing statement recorded May 31, 1978, in Book M78, at Page 11566 in favor of Western Bank as creditor (***)continued above)

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 \$ 10.00 However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which) 1

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 January 10, 19 86

Don T. Patterson
Shawnna K. Patterson
SHAWNNA K. PATTERSON

STATE OF OREGON,

County of Klamath }
January 10, 19 86

Personally appeared the above named DON T. PATTERSON and SHAWNNA K. PATTERSON and acknowledged the foregoing instrument to be voluntary act and deed

Notary Public for Oregon
My commission expires 12/31/88

STATE OF OREGON, County of

Personally appeared _____, 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)

1. Restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, as shown on the recorded plat of Sixth Addition to Klamath River Acres.
 2. Well Agreement, including the terms and provisions thereof, dated November 22, 1970, recorded November 23, 1970, in Book M-76 at page 18916, given by Eugene G. Woods and Joan Z. Woods to Klamath River Acres of Oreg., LTD. (covers additional property)
 3. Subject to rules and regulations of Fire Patrol District
 4. Any improvement located upon the insured property, which constitutes a mobile home as defined by Chapter 481, Oregon Revised Statutes, is subject to registration and taxation as therein provided and as provided by Chapter 308, Oregon Revised Statutes.
- (continued below)

(continued below)

**ESTOPPEL
DEED
(In Lieu of Foreclosure)**

(FORM No. 260)

10

STATE OF OREGON,

Country of

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book _____ on page _____ Record of _____

Witness my hand and seal of
County affixed.

8,

Title

Deputy.

At 11.01 AM. The following was received from the
G. A. B. Co. at 2.10
14. C

5. Unpaid taxes for 1984-1985:
Amount : \$310.90
Plus Interest:
Map : 3907-24D0
TL : 1700
Key # : 486682

Unpaid taxes for 1984-85:
Amount : \$425.79
Plus Interest:
Account # : 152529
Key # : 60819

Unpaid taxes for 1983-84
Amount : \$340.51
Plus Interest:
Account # : 152529
Key # : 60819

STATE OF OREGON COUNTY OF KLAMATH

Filed for record at request of _____ the _____ day
of January A.D. 19 86 at 2:26 o'clock P. M. and duly recorded in Vol. _____
of _____ Deeds on Page 302

FEE \$0.77

Evelyn Biehn, County Clerk
By *PS*