

1-1-74

60176

TRAVIS L. JONES

(If husband and wife, so indicate)

THIS INDENTURE between

ESTATE OF MILDRED E. WILKINSON

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 ~~trust deed~~ trust deed recorded in the mortgage records of the county hereinafter named, in book M83 at page 18253 thereof or as file/reel number (state which), reference to said records hereby being made, and the notes and indebtedness secured by said ~~trust deed~~ trust deed are now owned by the second party, on which notes and indebtedness there is now owing and unpaid the sum of \$10,587.19, the same being now in default and said ~~trust deed~~ 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 ~~trust deed~~ trust deed 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:

A tract of land in the NW1/4 of the NW1/4 of Section 31, Township 24 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows: Beginning at a point 944.08 feet East of the Northwest corner of said Section 31, said point being designated by an iron pipe driven 4 feet into the ground; thence Southwesterly parallel to the East boundary of Highway 97 a distance of 233 feet 7 inches to the true point of beginning; thence Easterly at right angles along the Northerly line of that parcel conveyed to O. E. Lroy in Volume M79, page 4263, Microfilm Records of Klamath County, Oregon, 200 feet, thence Northerly parallel to said Highway a distance of 50 feet to a point on the Southerly line of land conveyed to Merle and Geraldine Cruff in Volume M72, page 4419, Microfilm Records; thence Westerly along said Southerly line 200 feet; thence Southerly at right angles and parallel to said Highway, 50 feet to the true point of beginning. EXCEPTING a strip of land 20 feet wide along the entire Westerly boundary of said premises conveyed to the Oregon State Highway Commission. SUBJECT TO: 1. Taxes for the fiscal year 1983-84, due and payable. Original Amount: \$81.11 Unpaid Balance: \$54.07, plus interest Account No.: 104-2409-3122-700. 2. Subject to the requirements and provisions of ORS Chapter 481 pertaining to the registration and transfer of ownership of a Mobile Home and any interest or liens disclosed thereby. 3. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.

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

(CONTINUED ON REVERSE SIDE)

TRAVIS L. JONES

GRANTOR'S NAME AND ADDRESS

ESTATE OF MILDRED E. WILKINSON

GRANTEE'S NAME AND ADDRESS

After recording return to:

Gray, Frances, Holmes & Harley
- Box 1151

- Bend, Oregon 97709-1151

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

NAME, ADDRESS, ZIP

STATE OF OREGON.

STATE OF OREGON)
COUNTY OF DESCHUTES)I, MARY SUE PENHOLLOW, COUNTY CLERK AND
RECORDER OF CONVEYANCES, IN AND FOR SAID
COUNTY, DO HEREBY CERTIFY THAT THE WITHIN
INSTRUMENT WAS RECORDED THIS DAY:

1984 APR -4 PM 3:46

MARY SUE PENHOLLOW
COUNTY CLERK

DEPUTY

BY: *Phyllis J. J.*
FEE 9 -
84-5482

NO. DESCHUTES COUNTY OFFICIAL RECORDS

6533

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~~ trust deed and further except see exceptions listed on reverse side

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 \$10,578.19
①However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which) ②

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 March 19, 1984

TRAVIS L. JONES

(If executed by a corporation,
affix corporate seal)

STATE OF OREGON,

County of Deschutes
March 19, 1984

Personally appeared the above named
TRAVIS L. JONES

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

Notary Public for Oregon
My commission expires: Dec. 30, 1984

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 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)

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 14th day
of April A.D. 19 86 at 10:12 o'clock A.M., and duly recorded in Vol. M86
of _____ Deeds on Page 6236

FEE \$14.00

Evelyn Biehn, County Clerk
By _____