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ATC

30476

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OCT 10 1966

THIS INDENTURE between DAVE C. DOWNEY and ELIZABETH M. DOWNEY hereinafter called the first party, and The State of Oregon by and through the Department of Veterans Affairs.

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. MS2 at page 9761 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 \$ 54,147.61, 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:

A portion of Lot 37, MERRILL TRACTS, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the South line of said Lot 37 and the West line of a 16 foot alley conveyed to the City of Merrill by deed recorded May 9, 1960 in Deed Book 321, page 80, said point being 131.75 feet West of the East line of said Lot 37; thence West along the South line of said Lot 37, 115.75 feet, more or less, to the East line of Grant Street as conveyed to the City of Merrill by Deed recorded May 9, 1960 in Deed Book 321, page 82, records of Klamath County, Oregon; thence North 157.5 feet, more or less, to the South boundary of a tract of land conveyed to Robert Trotman et ux, recorded September 25, 1953 in Deed Book 263, page 167, records of Klamath County, Oregon; thence East along the South boundary of said Trotman Tract, 115.75 feet to the West boundary of said 16 foot alley; thence South along the West boundary of said alley, 157.5 feet to the point of beginning.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

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

(CONTINUED ON REVERSE SIDE)

DAVE C. DOWNEY
17705 N.W. Rolling Hills Lane
Beaverton, Oregon 97006

GRANTOR'S NAME AND ADDRESS
DEPARTMENT OF VETERANS' AFFAIRS
700 Summer Street, NE
Salem, Oregon 97310-1239

GRANTEE'S NAME AND ADDRESS
After recording return to:
DEPARTMENT OF VETERANS' AFFAIRS
3949 South 6th Street, Suite 102
Klamath Falls, Oregon 97603-4788

NAME, ADDRESS, ZIP
Until a change is requested all tax statements shall be sent to the following address:
DEPARTMENT OF VETERANS' AFFAIRS
700 Summer Street, NE
Salem, Oregon 97310-1239
NAME, ADDRESS, ZIP

STATE OF OREGON,

County of } ss.
I certify that the within instrument was received for record on the day of 19, at o'clock M., and recorded in book/reel/volume No. on page or as fee/file/instrument/microfilm/reception No. Record of Deeds of said county.

Witness my hand and seal of County affixed.

By _____ TITLE _____ Deputy

SPACE RESERVED FOR RECORDER'S USE

18004

19607

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

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 \$ -0-

~~However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration. Consideration which is 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 10/7, 1976

DAVE C. DOWNEY
DAVE C. DOWNEY

ELIZABETH M. DOWNEY
ELIZABETH M. DOWNEY

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON,

(ORS 194.570)

County of Washington } ss.

STATE OF OREGON, County of _____ ss.

The foregoing instrument was acknowledged before me this 7th October, 1976, by

The foregoing instrument was acknowledged before me this _____, 19____, by

_____, president, and by

_____, secretary of

_____, corporation, on behalf of the corporation.

(SEAL)

My commission expires: _____

Notary Public for Oregon

Notary Public for Oregon

My commission expires: _____

(SEAL)

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

(If executed by a corporation, affix corporate seal)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ of _____ October _____ A.D., 19 76 at 9:30 o'clock A.M., and duly recorded in Vol. 30th day of _____ Needs _____ on Page 19606 M86

FEE \$14.00

Evelyn Biehn, County Clerk
By _____