

## WARRANTY DEED

This indenture, made this 11th day of April, 1988,  
between DONALD E. BOWEN and FERNE E. BOWEN, husband and wife,  
hereinafter refereed to as Grantors and RAYMOND WIELAND and JANET  
WIELAND, husband and wife, hereinafter called Grantees:

Witnesseth: That the Grantors for and in consideration  
of the sum of One Dollar, in hand paid, and the full cancellation  
and satisfaction of the Trust Deed indebtedness herein described,  
convey and warrant to the said Grantees, their successors and  
assigns, the following described premises, to wit:

Lot 623, Block 128, Mills Addition  
to the City of Klamath Falls, in the  
County of Klamath, State of Oregon.

together with all and singular the tenements, hereditaments and  
appurtenances thereunto belonging or in any way appertaining  
hereby releasing and waiving all rights under an by virtue of the  
Homestead Exemption laws of said state where the above premises  
are situated.

This Deed is given in full cancellation and  
satisfaction of a certain Trust Deed on the above described  
premises and the indebtedness secured by said Trust Deed dated  
February 22, 1985, recorded February 24, 1985 in the Office of  
the Recorder of Klamath County, Oregon, in Volume M85 Page 2789,  
and the Assignment of Beneficial Interest in said Trust Deed  
dated February 22, 1985, recorded February 25, 1986 in Volume  
M-85, Page 3230 in the Office of the Recorder of Klamath County,  
Oregon.

In Witness Whereof, the said Grantors have hereunto set  
their hands and seals the day and year first above written.

Donald E. Bowen  
Donald E. Bowen

Ferne E. Bowen  
Ferne E. Bowen

STATE OF OREGON            )  
                                  ) ss. April 11, 1988.  
County of Klamath        )

Personally appeared the above-named DONALD E. BOWEN and  
FERNE E. BOWEN, husband and wife, and acknowledged the foregoing  
instrument to be their voluntary act and deed. Before me:

James A. Smith  
Notary Public for Oregon  
My Commission expires 3/31/89

AGREEMENT FOR DEED AND ESTOPPEL  
AND SOLVENCY AFFIDAVIT

State of Oregon            )  
County of Klamath        )    ss.

DONALD E. BOWEN and FERNE E. BOWEN, husband and wife,  
being first duly and separately sworn each for himself and  
herself, deposes and says:

That they are the identical parties who made, executed  
and delivered that certain deed to RAYMOND WIELAND and JANET  
WIELAND dated the 11 day of April, 1988, conveying the  
following described property, to wit:

That the aforesaid deed is an absolute conveyance of  
title to RAYMOND E. WIELAND and JANET C. WIELAND hereinafter  
WIELANDS in effect as well as in form and was not and is not  
intended as a mortgage trust conveyance or security of any kind;  
that possession of said property has been surrendered to  
WIELANDS and that the consideration for the aforesaid deed is  
cancellation of the indebtedness owed from BOWENS to WIELANDS and  
all notes, bonds, obligations, costs and charges secured by that  
certain trust deed in default heretofore existing on the property  
therein and hereinbefore described and executed by BOWENS as  
Grantors to Aspen Title and Escrow, Inc. as Trustee and HALSTEADS  
as Beneficiaries dated the 22 day of February, 1985, recorded in  
Volume M-85, at Page 2789 in the Office of the Recorder, of  
Klamath County, Oregon, which beneficial interest was assigned to  
RAYMOND E. WIELAND and JANET C. WIELAND, husband and wife, by  
instrument dated February 22, 1985 and recorded February 25,  
1986.

That the aforesaid deed and conveyance was made by  
these deponents as the result of their request that WIELANDS  
accept such deed in extinguishment of their debt and was their  
free and voluntary act; that at the time of making said deed  
these deponents believed and still believe that the secured



indebtedness above mentioned represented the fair value of the property so deeded; that said deed was not given as a preference against any other creditors of the deponents or either of them; that at the time it was given there was no other person, firm or corporation, other than WIELANDS interested, either directly or indirectly in said premises; that these deponents have no other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any debt whereby any lien has been created or exists against the premises described in said deed; and that deponents in offering to execute the aforesaid deed to the grantee therein, and in executing same, were not acting under any duress, undue influence, misapprehension or misrepresentation by WIELANDS or the agent or attorney or any other representative of WIELANDS, and that it was the intention of these deponents as grantors in said deed to convey and by said deed these deponents did convey to the grantee therein all their right, title, and interest absolutely in and to the premises described in said deed.

That the aforesaid deed and conveyance made by these deponents is executed and delivered with the express understanding that its receipt by the grantee does not constitute legal delivery and shall be of no binding force and effect whatsoever until such time as the said deed and the release, satisfaction or cancellation of the lien of said mortgage are filed for record in the recorder's office of the county in which the property is situated, at which time the full legal and equitable title shall vest in the grantee, but it is the intention of the parties, supported by the representations and warranties of these deponents, that the grantee shall take unencumbered title, and therefore vesting title shall not operate to effect such a merger of interests as to extinguish the

rust deed lien if such extinguishment might serve to promote the priority of any subordinate interests which may be outstanding at the time of such vesting of title.

This affidavit is made for the protection and benefit of the aforesaid WIELANDS, their successors and assigns, and all other parties hereafter dealing with or who may acquire any interest in the property described in the aforesaid deed, and shall bind the respective heirs, executors, administrators and assigns of the undersigned.

Donald E. Bowen  
Donald E. Bowen

Ferne E. Bowen  
Ferne E. Bowen

STATE OF OREGON            )  
                                  ) ss. April 11, 1988  
County of Klamath        )

Personally appeared the above-named DONALD E. BOWEN and FERNE E. BOWEN, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Donald E. Bowen  
Notary Public of Oregon  
My commission expires 3/31/89

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 22nd day of April A.D., 19 88 at 3:22 o'clock P M., and duly recorded in Vol. M88 of Deeds on Page 6439.

FEE \$25.00

Evelyn Biehn, County Clerk  
By Bernetha H. Ketch