

36659 0900414356 MK 25509

RECORDING REQUESTED BY

Klamath First Federal
P.O. Box 5270
Klamath Falls, OR 97601
Attn: Gale

AND WHEN RECORDED MAIL TO

Name [Klamath First Federal
Street [P. O. Box 5270
Address [Klamath Falls, OR 97601
City [
State [
Zip [

STATE OF OREGON, ss.
County of Klamath

Vol. m91 Page 22560

Filed for record at request of:

Mountain Title Co.
on this 29th day of Oct. A.D. 19 91
at 3:07 o'clock P M. and duly recorded
in Vol. M91 of Mortgages Page 22560.
Evelyn Biehn County Clerk
By Pauline M. Mendenhall Deputy.

Fee, \$8.00

ISE —

ref. #090 04 14356

DEED OF FULL RECONVEYANCE

The undersigned as Trustee or Successor Trustee under that certain Trust Deed described as follows:

Dated : June 30, 1987

Recorded : July 2, 1987

Fee Number : 76449

Book : M87 Page : 11621

County Of : Klamath

State Of : Oregon

Trustor : Ruth Cox Edwards formerly known as Ruth M. Cox and Terry J. Edwards

Trustee : Transamerica Title Insurance Company

Beneficiary : First Interstate Bank of Oregon, N.A., a corporation

having received from the Beneficiary under said Trust Deed, a written request to reconvey, reciting that the obligations secured by the Trust Deed have been fully satisfied, does hereby grant, bargain, sell and reconvey, unto the parties entitled thereto all right, title and interest which was heretofore acquired by said Trustee(s) under said Deed of Trust.

Date : October 22, 1991

TRANSAMERICA TITLE INSURANCE COMPANY

BY [Signature]

State Of Oregon

County Of Multnomah } ss

October 22, 19 91.

Personally appeared James D. Thompson, who being duly sworn did say that he is the Assistant Secretary of Transamerica Title Insurance Company, a Corporation and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he acknowledged said instrument to be its voluntary act and deed.

Before Me:

[Signature]
Notary Public for Oregon

My Commission Expires 2-24-93

(Seal)

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within 20 days of the time limited therefor, or fail to keep any agreement herein contained, then the seller, at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable, (3) to withdraw said deed and other documents from escrow and/or (4) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and terminate and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and re-vest in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

The buyers agree to obtain written consent signed by the sellers if buyers choose to assign their interest in this contract to another party.

There shall be a late charge of 5% of the payment amount (\$12.96) when any payment becomes more than 30 days late.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 27,504.76. However, the actual consideration consists of or includes other property or value given or promised which is part of the whole consideration (indicate which).^Q

In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and if an appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the context so requires, the singular pronoun shall be taken to mean and include 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.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors in interest and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

Charles D. Whittemore
Bonnie J. Whittemore

Raymond A. Ells
Linda K. Comer-Ells

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

STATE OF OREGON,

STATE OF OREGON, County of _____ ss.

County of Klamath

May 12, 19 89

Personally appeared _____ and

Personally appeared the above named Charles

D. & Bonnie J. Whittemore &

Raymond A. & Linda K. Comer-

Ells

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

_____ 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:

(SEAL)

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires 3-1-91

Notary Public for Oregon

My commission expires:

ORS 93.635 (1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are bound thereby.

ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

THIS DEED BEING PART OF A PUBLIC RECORD AND (DESCRIPTION CONTINUED)

RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF KLAMATH, OREGON, IN BOOK _____ PAGE _____

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 29th day of Oct. A.D., 19 91 at 2:02 o'clock P. M., and duly recorded in Vol. M91 of Deeds on Page 22558.

FEE \$33.00

Evelyn Biehn County Clerk

By *Pauline Mulendor*