

NL

72009

BARGAIN AND SALE DEED

Vol 93 Page 31559

KNOW ALL MEN BY THESE PRESENTS, That Klamath County, A Public Corporation of the State of Oregon, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto David Thompson & Elizabeth Thompson, as Tenants by the Entirety hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

That part of the N2NE4 lying North of the North line of Klamath Falls-Lakeview State Highway No. 66 in Section 22, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$1,300.00

~~However, the actual consideration consists of or includes other property or value given or promised which is the true consideration in which a deed is made between the parties and which is not stated in the deed.~~

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 29th day of November, 1993; if a corporate grantor, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by order of its board of directors.

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.

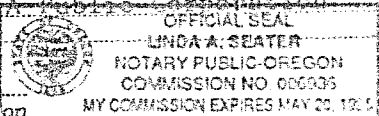
Ed Kentner, Chairman of the Board.
County Commissioner
County Commissioner

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on 1993, by

This instrument was acknowledged before me on November 29, 1993, by Ed Kentner, Chairman of the Board, Wes Sine & E. Jean Elzner as Commissioners of Klamath County, a Public Corporation of the State of Oregon.

Notary Public for Oregon
My commission expires May 20, 1995



Klamath County Commissioners
Courthouse Annex, 305 Main St.
Klamath Falls, OR 97601

Grantor's Name and Address

David & Elizabeth Thompson
21 Sugarmills Circle
Fairport, NY 14450

Grantee's Name and Address

After recording return to (Name, Address, Zip):

David & Elizabeth Thompson
21 Sugarmills Circle
Fairport, NY 14450

Until requested otherwise send all tax documents to (Name, Address, Zip):

David & Elizabeth Thompson
21 Sugarmills Circle
Fairport, NY 14450

SPACE RESERVED
FOR
RECORDER'S USE

FEE: \$30.00

STATE OF OREGON,

County of Klamath) ss.

I certify that the within instrument was received for record on the 29th day of Nov., 1993, at 3:53 o'clock P.M., and recorded in book/reel/volume No. M93 on page 31559 or as fee/file/instrument/microfilm/reception No. 72009, Record of Deeds of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By Deputy

051-04-15339
72010

11-30-93A09:14 RCY0

RCY0R-4

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After Recording Please Return To:
Klamath First Federal
540 Main Street
Klamath Falls, OR 97601

(Space Above This Line For Recording Data)

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on November 22, 1993. The grantor is James I. Leseney, a single man ("Borrower"). The trustee is William L. Sisemore ("Trustee"). The beneficiary is Klamath First Federal Savings and Loan Association, which is organized and existing under the laws of the United States of America. The address of the Borrower is 540 Main Street, Klamath Falls, OR 97601. Borrower owes Lender the principal sum of Thirty five thousand and No/100 Dollars (U.S. \$35,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), with interest, and all renewals, extensions and modifications; (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest thereon, made to Borrower by Lender pursuant to the Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note; and (d) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to the paragraph below ("Future Advances"). FUTURE ADVANCES. Upon request to Borrower, Lender, at Lender's option prior to full reconveyance of the property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Klamath County, Oregon: Lot 670 in Block 116 Mills Addition to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Account#3809-33DB-1500 Key#613081

"UNDER OREGON LAW, MOST AGREEMENTS, PROMISES AND COMMITMENTS MADE BY US AFTER THE EFFECTIVE DATE OF THIS ACT CONCERNING LOANS AND OTHER CREDIT EXTENSIONS WHICH ARE NOT FOR PERSONAL FAMILY OR HOUSEHOLD PURPOSES OR SECURED SOLELY BY THE BORROWER'S RESIDENCE MUST BE IN WRITING, EXPRESS CONSIDERATION AND BE SIGNED BY US TO BE ENFORCEABLE"

which has the address of 2209 - 2215 Applegate Klamath Falls, Oregon 97601 (City)
[Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

OREGON—Single Family—FNMA/FHLMC UNIFORM INSTRUMENT