

19306

Vol. 196 Page 17843

AFFIDAVIT OF HEIRSHIP, INHERITANCE AND OWNERSHIP

In the Matter of the Estate of **X** CLAIR A. PALMER
Deceased, **)** VIRGINIA M. PALMER
Unprobated, **)**

STATE OF OREGON)
County of Yamhill) ss.

The undersigned, X JAMES M. PALMER

all over the age of 18 years, being first duly sworn, depose and say:

NAME: _____

X JAMES M Palmer

ADDRESS.

23985 S. DAYHILL Rd
ESTACADA OR 97023

CLACKAMAS COUNTY

That the decedent has no deceased children or children of such children that are not affiants hereto.

2. That ~~X~~ VIRGINIA M Palmer died on JAN 6, 1990 ; that at the time of her death, the domicile (legal residence) of the decedent was 910 Ash St Dayton, OR Yamhill County, Oregon, and had resided at such address for 45 years and that within three years prior to death, the decedent was not a resident of another state.

3. That at the time of death, owned, in fee simple
title, * MORTGAGEES INTEREST IN MORTGAGE

4. That there are no debts or encumbrances remaining unpaid which are or may become a lien on said property, all claims against the estate have been paid, and federal estate taxes have been paid and all inheritance taxes have been paid. (if any, a copy of decedent's will is attached).

5. That this Affidavit is made for the purpose of inducing
~~AMERICAN~~ Title Insurance Company ~~XXXXXX~~ to issue its policy or
policies of title insurance on the above described property. In
consideration of the issuance of said policy or policies, the
undersigned agrees to hold Mountain Title Company of Klamath County, ~~AMERICAN~~
~~AMERICAN~~ Title Insurance Company of Oregon free and clear of all
liability and responsibility for any loss, damage or expense that may
arise or it may suffer by reason of the issuance of such policy or
policies without requiring probate of the estate of the decedent.

DATED: Jun 7, 1996

X James M Palmer

MTC 38271-1W

the within note, waives demand, notice of non-payment and protest, and consents to any extension of time or renewal thereof, and to any exchange or release of any collateral given by the maker or any other endorser.

DATE	INTEREST	PAID TO	PRIN. PAY	BALANCE
			10000	-
5-16-73	64.35		85.65	9914.35
6-15-73	57.83		92.17	9822.18
7-24-73	68.76		81.24	9740.94
8-14-73	45.36		104.64	9636.30
9-14-73	57.87		92.23	9544.27
10-25-73	76.26		73.14	9170.53
11-15-73	38.64		114.36	9359.17
12-16-73	60.26		89.94	9269.23
1-19-74	57.60		92.40	9176.83
3-15-74	97.90		57.10	9124.73
4-16-74	56.64		93.36	9031.37
5-14-74	47.09		100.92	8990.45
6-13-74	52.10		97.90	8833.55
7-19-74	61.92		88.08	8744.47
8-20-74	56.40		95.60	8648.87
9-28-74	64.52		83.48	8565.39
Prin. on 1st chg			11911.32	10176.71
Adm. on 1st chg			108.00	9015.71
Zero balance				
10-26-74	55.71		94.56	10082.15
11-13-74	54.94		95.06	9987.09
12-23-74	77.60		72.40	9914.69
1-21-75	102.39		49.71	9864.98
2-15-75	55.78		94.82	9772.76
4-16-75	79.80		79.20	9702.56
5-13-75	31.83		118.17	9584.39
6-28-75	85.56		64.44	9519.95
7-13-75	27.75		120.95	9397.70
8-20-75	54.32		86.00	9315.22
8-26-75	62.20		87.78	9309.92
9-15-75	54.30		94.70	9315.22

the within note, waives demand, notice of non-payment and protest, and consents to any extension of time or renewal thereof, and to any exchange or release of any collateral given by the maker or any other endorser.

DATE	INTEREST	PAID TO	PRIN PMT	BALANCE
10-29-75	78 76			9215 22
11-4-75	28 49		71 24	9193 99
11-13-75	41 18		21 53	9022 46
			108 82	9136 4
1-22-76	69 10		80 80	8837 84
2-13-76	36 12		113 21	8718 96
3-18-76	39 50		90 50	8628 46
4-22-76	58 80		91 20	8537 26
5-17-76	41 50		108 50	8429 76
6-30-76	72 16		77 84	8350 92
7-24-76	32 43		117 60	8233 32
8-24-76	57 62		92 40	8140 92
8-15-76	34 76		115 24	8025 68
9-10-76	37 44		112 56	7913 12
10-11-76	53 90		96 10	7817 02
11-22-76	66 88		83 12	7733 90
1-28-77	48 00		102 -	7631 90
2-3-77	51 40		98 60	7533 30
3-27-77	33 81		116 19	7417 11
4-4-77	54 72		95 28	7321 83
5-21-77	44 14		125 86	7195 97
6-30-77	43 60		106 40	7099 57
7-1-77	43 86		106 14	6983 43
7-1-77	43 16		107 84	6875 59
10-3-77	42 88		107 12	6768 47
11-1-77	38 28		111 72	6656 75
12-2-77	39 89		110 01	6546 74
12-24-77	22 94		122 06	6424 68
2-2-78	50 00		100 -	6324 68
3-4-78	36 89		113 11	6211 57
3-29-78	30 25		119 75	6091 82
4-28-78	35 54		114 46	5977 36

6. no written note, waives demand, notice of non-payment and protest, and consents to any extension of time or renewal thereof, and to any exchange or release of any collateral given by the maker or any other endorser.

7909 Dehlinger Lane
Aurora, CO 80011
97601

DATE	INTEREST	PAID TO	PRIN PMT	BALANCE
5-30-78	37.12		Bal	5977.37
7-3-78	38.76		112.88	5864.48
7-28-78	30.40		112.24	5752.24
8-26-78	21.61		129.62	5622.64
9-21-78	28.80		118.39	5504.25
10-27-78	26.41		121.10	5383.05
11-20-78	34.68		123.59	5259.16
7-28-78	28.00			5752.24
8-26-78	31.62		122.00	5630.34
9-21-78	34.31		118.38	5511.86
10-27-78	31.56		115.76	5396.10
11-20-78	33.66		119.50	5277.60
12-24-78	29.09		146.34	5161.36
1-1-79	33.32		121.00	5040.26
3-4-79	19.76		116.68	4923.58
3-31-79	24.30		120.24	4803.34
4-30-79	22.28		125.70	4677.64
5-27-79	25.81		122.22	4554.92
6-24-79	26.66	(6-20-79)	124.19	4430.73
7-3-79	25.21		123.34	4307.39
7-4-79	25.72		147.48	4159.91
7-7-79	26.56		134.08	4025.83
10-4-79	20.52		123.44	3912.39
1-9-79	26.64		129.48	3782.91
2-18-79	27.69		113.36	3634.95
3-12-80	20.67		122.31	3527.74
4-2-80	17.16		129.36	3420.78
5-8-80	19.08		132.94	3327.50
5-8-80	18.91		135.02	3239.42
6-18-80	23.21		126.99	3008.03

Oregon, _____, 19____

ENDORSEMENTS

7909 Delphine Lane
Keweenaw Falls, Oregon
97601
302-288104

Dear Palmers

Thanks for the check. Enclosed find note. Can't remember whether we mortgaged it or not. When I feel a little better will look in our safe deposit box. If so, we will release it.

Things moving slowly here. Still have my babysitter, & coal goodness. Still hurt most of the time & go to West Tuesday for my final visit to the surgeon. He said it would take about two months. But I am not giving up hope. Do a lot of eating and sleeping. Am glad it is all over.

I suppose you are looking forward to this fall Christmas. We wish you lots of happiness.

The men are out cutting brush. Trimmings from the apple tree, berries, grapes and some dead trees.

We send our love and will miss hearing from you but are glad for your sake.

Mar 12 1911

DISCLOSURES REQUIRED BY FEDERAL LAW

Creditor Clair A. and Virginia M. Palmer Customer(s) Leon F. and Sally F. Palmer
 Hereinafter called lender Hereinafter called borrower
 Rt. 2, Box 1b-A- 34745 Pine Grove Rd.
 Address Dayton, Oregon 97114 Address Klamath Falls, Oregon 97601

Summary of proposed transaction: A loan of 10,000.00 to enable the borrower to purchase real property and dwelling thereon known as Rt. 2, Box 650, Klamath Falls, Oregon 97601
 Use legal description or show Street Number, City, State and Zip.

Borrower's note for the amount stated is to be secured by a first mortgage (hereinafter called "security agreement") on said property. For a more complete description of said property and further details of the transaction, reference is made to the note and security agreement, copies of which, now made a part hereof, are furnished to borrower. The security agreement will secure future indebtedness and cover after-acquired property. Said dwelling is not to be used as borrower's residence. The loan is not to be a construction loan.

*Delete, by lining out, any words which are not applicable.

1. Amount of loan	\$ 10,000.00	
2. Less prepaid FINANCE CHARGES:	\$ none	
Loan fee, points or similar charge	\$ none	
3. Balance—amount financed—line 1 minus 2	\$ none	
4. Other charges to borrower which are NOT part of the FINANCE CHARGE	\$ -0-	
	A. To be paid by borrower at time of consummation.	B. To be deducted from loan pro- ceeds
(a) Title Insurance premium	\$ -0-	\$ -0-
(b) Survey	\$ -0-	\$ -0-
(c) Credit reports	\$ -0-	\$ -0-
(d) Fees, Appraisal	\$ -0-	\$ -0-
Notary	\$ -0-	\$ -0-
Recording	\$ -0-	\$ -0-
Drawing documents	\$ -0-	\$ -0-
Examination of title	\$ -0-	\$ -0-
(e) Insurance: initial premium	\$ -0-	\$ -0-
Fire	\$ -0-	\$ -0-
Credit Life	\$ -0-	\$ -0-
Credit Disability	\$ -0-	\$ -0-
(f) Totals	A \$ -0-	B \$ -0-
Total of Column B to be deducted from amount financed:	\$ 0	
5. Remaining proceeds of loan to be paid to or for borrower (line 3 minus 4)	\$ 10,000.00	

OTHER DISCLOSURES:

I desire Credit Life Insurance only I desire Credit Life & Disability Insurance
 N/A N/A

Date Signature of Borrower Date Signature of Borrower

Prepayment Charges: (Show method of computation)

None

Delinquency Charges: (Show method of computation)

None

Refund Credit: If the borrower pays, before maturity, the full amount of said obligations, no part of the prepaid FINANCE CHARGES will be refunded; however, interest on the loan accruing subsequent to the date of prepayment will be abated and all unexpired insurance policies above will be released and surrendered.

Receipt is acknowledged from the lender of a copy of the foregoing disclosures and a copy of the proposed note and security agreement, all delivered PRIOR to the execution of any documents.

April 17, 1973
 Date disclosures received
 April 18, 1973

Rick Owens
 Witness
 Rick Owens

Date disclosures received
 NOTE: This form No. 1305 is to be used in connection with FIRST mortgages or trust deed liens to finance purchase of a dwelling; if the security agreement is not to be a FIRST

lien, S-N Form No. 1306 may be used.

ORIGINAL AND DUPLICATE FOR SELLER
 TRIPPLICATE FOR BUYER

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of AmeriTite the 14th day
 of June A.D. 19 96 at 2:51 o'clock P.M., and duly recorded in Vol. M96
 of Deeds on Page 17843

Bernetha G. Leisch, County Clerk

FEE \$60.00

RETURN: AmeriTite