

AFFIDAVIT OF HEIRSHIP, INHERITANCE AND OWNERSHIP

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

STATE OF OREGON)
 County of X Yamhill) ss.

The undersigned, X JAMES M. PALMER

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

1. That the following are all the heirs at law of
 , Deceased and have their residence and
 domicile:;

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~~ County, Oregon, and had resided at such address for 44 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, X MORTGAGEES INTEREST IN MORTGAGE

4. That there are no debts or encumbrances remaaining unpaid which are or may become a line 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 ~~XXXXXX~~ Title Insurance Company ~~XXXXXX~~ to issue its policy or policies of title insurance on the above described property. In consideratin of the issuance of said policy or policies, the undersigned agrees to hold Mountain Title Company of Klamath County, ~~AMERITIT~~ ~~XXXXXX~~ Title Insurance Company ~~XXXXXX~~ 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

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OR TICOR

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. PNT	BALANCE
				10000 -
5-16-73	64.35		85.65	9914.35
6-15-73	57.83		92.17	9822.18
7-21-73	68.76		81.24	9740.94
8-14-73	45.36		104.64	9636.30
9-14-73	57.97		92.03	9544.27
10-25-73	76.26		73.74	9470.53
11-15-73	39.64		111.36	9359.17
12-11-73	60.26		89.74	9269.23
1-19-74	57.60		92.40	9176.83
2-15-74	97.90		52.10	9124.73
3-14-74	56.64		93.36	9031.37
4-14-74	49.08		100.92	8930.45
5-13-74	52.10		97.90	8832.55
6-7-74	61.32		88.08	8744.47
7-19-74	54.40		95.60	8648.87
8-20-74	66.52		83.48	8565.39
9-28-74				
10-28-74				
11-13-74				
12-23-74				
1-14-75				
2-15-75				
3-15-75				
4-26-75				
5-13-75				
6-28-75				
7-13-75				
8-16-75				
9-15-75				
10-16-74	55.44		94.56	10082.15
11-13-74	54.94		95.06	9987.09
12-23-74	77.60		72.40	9914.69
1-14-75	102.29		40.71	9866.98
2-15-75	55.78		94.22	9772.76
3-15-75	79.30		70.20	9702.56
4-13-75	31.83		118.17	9584.39
5-28-75	85.56		64.44	9519.95
6-13-75	27.25		122.95	9397.00
7-16-75	62.22		87.78	9309.22
8-15-75	54.30		94.70	9215.22

me 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
			<i>Bal</i>	9215.22
10-28-75	78.76		71.24	9143.98
11-14-75	28.48		21.52	9022.46
12-13-75	41.18		108.82	7913.64
1-22-76	69.20		80.80	8832.84
2-12-76	36.12		113.88	8718.96
3-18-76	59.50		90.50	8628.46
4-22-76	58.80		91.20	8537.26
5-17-76	41.50		108.50	8428.76
6-30-76	72.16		77.84	8350.92
7-29-76	32.40		117.60	8233.32
8-24-76	57.60		92.40	8140.92
9-15-76	34.76		115.24	8025.68
10-9-76	37.44		112.56	7913.12
11-13-76	53.80		96.10	7817.02
12-27-76	66.88		83.12	7733.90
1-28-77	48.00		102.00	7631.90
2-3-77	51.40		98.60	7533.30
3-27-77	33.81		116.19	7417.11
4-21-77	54.72		95.28	7321.83
5-21-77	24.14		125.86	7195.97
6-30-77	43.60		106.40	7089.57
8-1-77	43.86		106.14	6983.43
9-1-77	42.16		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	39.99		110.01	6546.74
12-24-77	27.94		122.06	6424.68
2-2-78	50.00		100.00	6324.68
3-4-78	36.89		113.11	6211.57
3-27-78	30.25		119.75	6091.82
4-28-78	35.54		114.46	5977.36

hereby 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 Dahlinger Lane
 Smith Falls Ore
 97601

DATE	INTEREST	PAID TO	PRIN PMT	BALANCE
5-30-78	37 12		112 88	5977 36
7-3-78	38 76		112 24	5864 48
7-28-78	20 40		129 62	5734 86
8-26-78	21 61		118 39	5524 25
9-27-78	28 80		121 20	5382 05
10-27-78	26 41		123 59	5258 46
11-30-78	34 68			5152 24
1-28-79	28 00		122 50	5030 24
3-26-79	31 62		118 88	5511 86
4-27-79	34 24		115 76	5496 10
10-27-78	31 50		118 50	5277 60
11-30-78	33 66		116 34	5161 26
12-29-78	29 05		121 -	5040 26
2-1-79	33 32		116 68	4923 58
3-4-79	29 76		120 24	4803 34
3-31-79	24 30		125 70	4677 64
5-30-79	27 38		122 72	4554 92
6-29-79	25 81		124 19	4430 73
6-30-79	26 66		123 34	4307 39
7-3-79	2 52		147 48	4159 91
9-4-79	25 92		134 58	4025 03
9-7-79	26 56		123 44	3911 39
10-4-79	20 52		129 48	3782 91
1-4-79	26 64		123 36	3659 55
2-18-79	27 69		122 31	3537 24
1-27-80	20 62		129 36	3407 88
2-2-80	17 16		132 84	3275 04
5-80	14 08		135 92	3139 12
5-80	18 91		137 69	3008 03
4-80	23 01		126 99	2881 04

Oregon,

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ENDORSEMENTS

7909 Dahlger Lane
 Klamath Falls, Ore.

97601

Bal - 288104

DATE	INTEREST	PAID TO	PRIN. PMT.	BALANCE
6-18-80	1960		130 40	275064
7-19-80	1643		133 57	271707
8-5-80	2496		275 03	244203
10-8-80	1551		134 49	230754
11-9-80	1440		135 60	217894
12-17-80	1596		134 04	203790
2-4-81	1960		130 40	190750
3-17-81	1591		140 27	175823
5-15-81	2005		4935	119406
2-18-81	518		144 82	176268
3-22-81	1122		138 78	162390
5-15-81	1643		283 57	134033
6-15-81	806		141 94	119839
8-18-81	1472		135 28	106311
4-6-81	399		146 01	91710
10-4-81	760		142 40	77470
11-12-81	425		145 95	62875
1-14-82	756		292 46	33631
2-2-82	133		148 67	18764
3-15-82	164		187 64	

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 baby-sitter, thank goodness. Still hurt most of the time. I go next 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 now burning 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.

Mrs. Palmer

DISCLOSURES REQUIRED BY FEDERAL LAW

Loan No. _____

Creditor Clair A. and Virginia M. Palmer Hereinafter called lender
Customer(s) Leon R. and Sally E. Palmer Hereinafter called borrower
Rt. 2, Box 142-A,
Address Dayton, Oregon 97114
3474 Pine Grove Rd.
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

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 to be used as borrower's residence. The loan is 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:
Loan fee, points or similar charge \$ none

3. Balance—amount financed—line 1 minus 2 \$ 10,000.00
4. Other charges to borrower which are NOT part of the FINANCE CHARGE

	A. To be paid by borrower at time of consummation.	B. To be deducted from loan proceeds
(a) Title insurance premium	<u>\$ -0-</u>	<u>\$ -0-</u>
(b) Survey	<u>-0-</u>	<u>-0-</u>
(c) Credit reports	<u>-0-</u>	<u>-0-</u>
(d) Fees, Appraisal	<u>-0-</u>	<u>-0-</u>
Notary	<u>-0-</u>	<u>-0-</u>
Recording	<u>-0-</u>	<u>-0-</u>
Drawing documents	<u>-0-</u>	<u>-0-</u>
Examination of title	<u>-0-</u>	<u>-0-</u>
(e) Insurance: initial premium	<u>-0-</u>	<u>-0-</u>
Fire	<u>-0-</u>	<u>-0-</u>
Credit Life	<u>-0-</u>	<u>-0-</u>
Credit Disability	<u>-0-</u>	<u>-0-</u>
(f) Totals	A \$ <u>-0-</u>	B \$ <u>-0-</u>

Total of Column B—to be deducted from amount financed—line 3 minus 4 \$ 10,000.00

5. Remaining proceeds of loan to be paid to or for borrower (line 3 minus 4) \$ 10,000.00

OTHER DISCLOSURES:

Interest: The loan bears interest on declining balances at 7.00% per annum, payable monthly. The total interest payable during the full term of the loan, \$ 2,600.00 plus the prepaid FINANCE CHARGES, converts into

ANNUAL PERCENTAGE RATE OF 7.00%

Payments: The total of all payments is the amount of the loan plus the interest. The note is payable in 84 monthly installments of \$ 150.00 each; each such payment includes both interest and principal; the first payment will be due May 15, 1973 and further payments on the same day of each month thereafter until the note is fully paid. (If irregular payments are required, show same with "Other Disclosures" below.) The total number of payments is 84

Balloon Payments, if any, if not paid when due, will not be refinanced.
Insurance Coverage: The lender will require, for the term of the loan, insurance against loss by fire with extended coverage in the amount of \$ -0- the premium for the initial coverage for a term of years is \$ Not Applicable

All premiums listed above are the cost of the insurance, if obtained through the lender for the term stated; the borrower may choose the person through whom the insurance is to be obtained, subject only to the lender's right to refuse, for reasonable cause, any insurer offered by the borrower. Credit Life and/or Disability Insurance is not required for this credit, the purchase of the same being entirely voluntary on the borrower's part. No credit insurance is involved unless the borrower, who wishes the same, signs the appropriate statement below. If such insurance is procurable, the premium therefor for the term of the credit will be: for Credit Life Insurance \$ N/A; for Credit Life and Disability Insurance \$ N/A

☐ 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.

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April 13, 1973

Date disclosures received

April 13, 1973

Date disclosures received

NOTE: This form No. 1305 is only to be used in connection with FIRST mortgage or trust deed loans 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 AmeriTitle 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

FEE \$60.00

RETURN: AmeriTitle

By Bernetha G. Lersch County Clerk
Synelle Meitz