

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 ~~Klamath~~ 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 of ~~Oregon~~ 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 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

TICOR

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 | 38 64 | | 111 36 | 9359 17 |
| 12-11-73 | 60 06 | | 89 94 | 9269 23 |
| 1-19-74 | 57 60 | | 92 40 | 9176 83 |
| 3-15-74 | 97 90 | | 52 10 | 9124 73 |
| 4-16-74 | 56 64 | | 93 36 | 9031 37 |
| 5-14-74 | 49 08 | | 100 92 | 8930 45 |
| 6-13-74 | 52 10 | | 97 90 | 8832 55 |
| 7-19-74 | 61 92 | | 88 08 | 8744 47 |
| 8-20-74 | 54 40 | | 95 60 | 8648 87 |
| 9-28-74 | 66 52 | | 83 48 | 8565 39 |
| 2 | Prin & Int on | | | |
| advised by | | | | |
| 3 | Yoddy & Tallner | | 116 132 | 101 76 71 |
| 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 | | 47 71 | 9866 98 |
| 3-15-75 | 55 78 | | 94 22 | 9772 76 |
| 4-26-75 | 79 30 | | 70 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 25 | | 122 95 | 9397 70 |
| 8-16-75 | 62 22 | | 87 78 | 9309 92 |
| 9-15-75 | 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 | 9183.98 |
| 11-14-75 | 28.48 | | 121.52 | 9022.46 |
| 12-13-75 | 41.18 | | 108.82 | 8913.64 |
| 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 | 53.90 | | 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 |
| 4-1-77 | 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, Ont
97601

| DATE | INTEREST | PAID TO | PRIN PMT | BALANCE |
|----------|----------|---------|----------|---------|
| | | | Bal | 5977.36 |
| 5-30-78 | 37.12 | | 112.88 | 5864.48 |
| 7-3-78 | 38.76 | | 112.24 | 5752.24 |
| 7-28-78 | 20.40 | | 129.62 | 5622.64 |
| 8-26-78 | 21.61 | | 118.39 | 5504.25 |
| 9-27-78 | 28.80 | | 121.20 | 5383.05 |
| 10-27-78 | 26.41 | | 123.59 | 5259.46 |
| 11-30-78 | 34.68 | | | 5752.24 |
| 1-28-79 | 28.00 | | 122.20 | 5630.24 |
| 3-26-79 | 31.62 | | 118.38 | 5511.86 |
| 4-27-79 | 34.24 | | 115.76 | 5396.10 |
| 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 | | 134.68 | 4025.23 |
| 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 |
| 3-2-80 | 17.16 | | 132.84 | 3275.04 |
| 5-8-80 | 14.08 | | 135.92 | 3139.12 |
| 5-8-80 | 18.91 | | 137.69 | 3001.43 |
| 7-1-80 | 23.01 | | 126.99 | 2874.44 |

Oregon,

19

ENDORSEMENTS

7909 Dahliger Lane
 Klamath Falls, Oreg

97601

Bal - 288104

| DATE | INTEREST | PAID TO | PRIN. PMT. | BALANCE |
|----------|----------|---------|------------|---------|
| 6-18-80 | 1960 | | 130 40 | 275064 |
| 7-19-80 | 1643 | | 133 57 | 271707 |
| 9-5-80 | 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 | | 134 09 | 177841 |
| 5-15-81 | 2005 | | 249 35 | 159466 |
| 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 |
| 9-6-81 | 399 | | 146 01 | 91710 |
| 10-6-81 | 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
2. Less prepaid FINANCE CHARGES:

Loan fee, points or similar charge

\$ none

\$ none

\$ none

\$ 10,000.00

\$ -0-

\$ 10,000.00

3. Balance—amount financed—line 1 minus 2

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

\$ -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

\$ 10,000.00

5. Remaining proceeds of loan to be paid to or for borrower (line 3 minus 4)

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 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

Bernetha G. Letch, County Clerk
By Lynelle Meitz