20155

## MORTGAGE OR TRUST DEED VOL M96 Page 183



THIS INDENTURE between Randy Boughton

hereinafter called the first party, and Michael and Carol Thibodeaux, husband and wife, hereinafter called the second party; WITNESSETH:

Whereas, the title to the real property hereinafter described is vested in fee simple in the first party, subject to the lien of a mortgage or trust deed recorded in the mortgage records of the county hereinalter named, in book/reel/ volume No. M94 at page 10576 thereof and/or as fee/sign interest microfilm/secretion volume.

(state which), reference to those records hereby being made, and the notes and indebtedness secured by the mortgage or trust deed are now owned by the second party, on which notes and indebtedness there is now owing and unpaid the sum of \$.77.921.00... the same being now in default and the mortgage or trust deed being now subject to immediate forecloseure, and whereas the first party, being unable to pay the same, has requested the second party to accept an absolute deed of conveyance of the property in satisfaction of the indebtedness secured by the mortgage and the second party does now accede to that request.

NOW. THEREFORE, for the consideration hereinafter stated (which includes the cancellation of the notes and indebtedness secured by the mortgage or trust deed and the surrender thereof marked "Paid in Full" to the first party), the first party does hereby grant, bargain, sell and convey unto the second party, second party's heirs, State of Oregon , to-wit:

## See Attached Exhibit "A"

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THIS INCIRCINENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS PROPERTY DESCRIBED IN THIS PROPERTY DESCRIBED IN THIS PROPERTY OF APPLICABLE FIND USE LAWS AND HES LAKINGS DESCRIBED THIS EXCHINATION.

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Direct A. M. D. C. (2).

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IN WITHESS WITEREOF, the first party above papied has executed this event together with all of the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertainingramment in the commentation of neutlinians securities assured as the contract security is new contractions.

BYMDY ROUGHLOU

The true and actual consideration for this conveyance is \$ \_\_0\_\_ (Here comply with ORS 93.030.)

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Randy Boughton PO Box 830 Chiles uin OR 97604  Michael & Carol Thibodeaux PO Box 294  Chiloquin OR 97624	se the second hand of STATE OF OREGON,  second of possible and another of country of that the within instrument to the party have been been been as the country of the country of the party has been been as the country of the country
Oromes's Nome and Address  After recording return to (Name, Address, Zip):  Donald R. Crane, Attorney  635 Main Street  Klamath Falls OR 97601	ment/microfilm/reception No
Unil requested offerwise tend all for storements to (Name, Address, Zip):  Michael / S. Carol Thibodeaux  P.O. Box 294  Chiloquin OR 97624	Serial violization restricted County affixed.



II TO HAVE AND TO HOLD the same unto the second party, second party's heirs, successors and assigns forever. And the first party; for first party and first party's heirs and legal representatives, does covenant to and with the second party, second party's heirs, successors and assigns, that the first party is lawfully seized in fee simple of the property; free and clear of incumbrances except the mortgage or trust deed and further except ...NQNE

that the first party will warrant and forever defend the above granted premises, and every part and parcel thereof against the lawful claims and demands of all persons whomsover, other than the liens above expressly excepted; that this deed is intended as a conveyance, absolute in legal effect as well as in form, of the title to the premises to the second party and all redemption rights which the first party may have therein, and not as a mortgage, trust deed or security of any kind; that possession of the premises hereby is surrendered and delivered to the second party; that in executing this deed the first party is not acting under any misapprehension as to the effect thereof or under any duress, undue influence, or misrepresentation by the second party, or second party's representatives, agents or attorneys; that this deed is not given as a preference over other creditors of the first party and that at this time there is no person, co-partnership or corporation, other than the second party, interested in the premises directly or indirectly, in any manner whatsoever, except as set forth above.

In construing this instrument, it is understood and agreed that the first party as well as the second party may be more than one person; that if the context so requires the singular pronoun includes the plural and that all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals. If the temperary description are seed appropriates to reserve

IN WITNESS WHEREOF, the first party above named has executed this instrument; if first party is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

Dated Sune 18

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 AND TO DETERMINE ANY limits on lawsuits against farming or forest practices as defined in

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THIS INDEXITIES between A BANGA BONGO OF

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## EXHIBIT "A" LEGAL DESCRIPTION

The Easterly 295 feet of the following described parcel:

STATE OF OREGON: COUNTY OF KLAMATH: ss.

A tract of land situated in Government Lots 17 and 24, Section 28, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8 inch iron pin on the East line of the SE1/4 of said Section 28, as established by Survey No. 146 of the Klamath County's Surveyor's Records, said 5/8 inch iron pin being North 1800.00 feet from the Southeast corner of said Section 28, as established by said Survey No. 146; thence continuing North 238.92 feet to a 1/2 inch iron pin; thence West 631.66 feet to a 1/2 inch iron pin on the East line of that tract of land described in Deed Volume M80, page 5100, as recorded in the Klamath County Deed Records; thence, along the Easterly and Northerly line of said Deed, Volume M80, page 5100, South 08 degrees 42' 03" East 239.77 feet to a 5/8 inch iron pin, and South 89 degrees 49' 00" East 595.41 feet, more or less, to the point of beginning, with Survey No. 3479, as recorded in the office of the Klamath County Surveyor, being the basis of bearings and reference for this description.

TOGETHER WITH a 1979 KOZY Mobile Home, Oregon License #X164308, Serial #SD2698A which is situate on the real property described herein.

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