48535

Vol. 197 Page 37435 MORTGADII ON TRUST DEED

THIS INDENTURE between lark K. Bennett and Diama M. Bennett hereinafter called the first party, and llome Advantage Financial Services, Inc. hereinalter called the second party; WIT NESSETH:

Whereas, the title to the real proper ly 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 22872 thereof and/or as fee/file/instrument/microfilm/reception No.

(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 \$.13,847.89, the same neing 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 closs hereby it ant, bargain, sell and convey unto the second party, second perty's heirs, State of Oregona ; to vit:

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Lot 28, Block 1, Tract 1098-Sp. it Rail Ranchos, Klamath County, Oregon

he can whelpfill the public lift of the lift panels in together with all of the tenements, heredimments and appurtenances thereunto belonging or in anyway appertainindi ... The contract of the property of the Left of the open that

The true and actual consideration to this conveyance is | For closure (Here comply with ORS 93.030.)

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Mark K. Bennett	A state of the state of	
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Home Advantage Financial Services,		I certily that the within instrument
Bend, OR 97709 Grantes's Name and Address		ock/reli/volume No
After recording curum to (Nome, Address, Zip): Home: Advantage: Financial Service: P.O. Box 7	FISCORDER'S USE	ment/microlilm/reception No.
Beind, OR 97//09		Record of Deeds of said County. Witness my band and seal of
Comment of the statement to [Nisme, Address; [1p]]		County affixed:
		NAME THE

TO HAVE AND TO HOLD the same with the second party, second party's feats, successors and sasigns forever. And the first party's heirs, successor and sasigns forever. And the first party is heirs, successor and assigns that the first party is havely seized in less simple of the second party, second party's heirs, successor and assigns that the first party is heirs successor and sasigns that the first party is heirs, successor and sasigns that the first party is heirs, successor and sasigns that the first party will warrant and forever delend the above granted premises, and every part and pared thereof against the heavital claims and demands of all persons who moves, other than the lines above expressly excepted; that this dead is intended as a conveyance, above the height effect as well as in form, of the title to the premises to the security of any kind; that possession of the premises heavy may have therein, and not as a mortisale, trust dead as essential party and any kind; that possession of the premises heavy is aurrended and delivered to the second party, and any kind; that possession of the premises heavy is aurrended and delivered to the second party, and any kind; that possession of the premises heavy is aurrended and delivered to the second party, and the second party, are second party, and that at this time there are delivered in the second in the second party, and that at this time there is no person, one-partnership or convocation, when them the second party, in surpressed in the premises directly or indirectly, in any manner whatevers, except used to the hims be second party, in the second party, in a premise shall be made, assumed and might do make the provision himself and the delignmental to individuals. In contraining this inframement, it is understood in directly, in any manner whatevers, except used to the himself and the delignment of the body of the provision and to individuals. In the provision of the body of the provision of the provision of the provision of the provision of the provisi								319	436
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