49622

MORTGAGE OR TRUST DEED

Vol. <u>M97</u> Page 39639

49

797 DEC -5 A11:23

ween Karen D. Armstrong

hereinafter called the first party, and Western Credit Services

hereinafter called the second party; WITNESSETH:

See Attached Exhibit "A"

together with all of the tenements, hereditaments and appurtenances thereunto belonging or in anyway appertaining;

CONTINUED ON REVERSE SIDE

Karen D. Armstrong
5639 Breitenstein Ln
Klamath Falls, OR 97601

Western Credit Services

Medford, OR 97501

After receding return to (Name, Address, Zip):
Western, Credit, Services

Mestern, Credit, Services

Mestern, Credit, Services

P.O. Box 20549

Western, Credit, Services

Until requested otherwise send all tex statements to (Name, Address, Zip):
Western, Credit, Services

P.O. Box 20549

Portland, OR 97294

Mestern, Credit, Services

P.O. Box 20549

Portland, OR 97294

Mestern, Credit, Services

P.O. Box 20549

Portland, OR 97294

NAME

Portland, OR 97294

STATE OF OREGON,

County of.

I certify that the within instrument was received for record on the day of 19 at o'clock M., and recorded in book/reel/volume No. on page and/o as fee/file/instrument/microfilm/reception No., Record of Deeds of said County.

Witness my hand and seal of County affixed.



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 Deed of Trust ...to Klamath First Federal Savings and Loan Association dated September 7,

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.

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.

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 O THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE AN LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN

STATE	COF OREGON, County of Klamath) ss.	
7	his instrument was acknowledged before me on	December 3	19.97
by	Karen D. Armstrong		
by	This instrument was acknowledged before me on .		, 19
as	······································	*****	***************************************
of		••••••	***************************************
	Sail	Daught	***************************************
organization	16 April 20 April 20 April 20 My Commission expir	Notary Publish February 13, 19	ic for Oregon

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THIS HADE THE RESERVED SECOND ASSESSED BY ASSESSED SOCKIONS

The - MI 23 Recent D. Armstrong

Actions on Trust Deed

ERROPPEL DEED



EXHIBIT "A"

The W 1/2 of the NE 1/4 of the SW 1/4 of Section 1, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon. EXCEPTING THEREFROM the following two parcels of property:

PAPCEL 1:

A parcel of land situated in the W 1/2 NE 1/4 SW 1/4 of Section 1, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southwest corner of the W 1/2 NE 1/4 SW 1/4; thence East along the South line of said W 1/2 NE 1/4 SW 1/4, a distance of 274 feet to a point; thence North parallel with the West line of said W 1/2 NE 1/4 SW 1/4 a distance of 215 feet to a point; thence West parallel with the South line of said W 1/2 NE 1/4 SW 1/4 a distance of 274 feet to the West line of said parcel; thence South along said West line a distance of 215 feet to the point of beginning.

PARCEL 2:

A parcel of land situated in the W 1/2 NE 1/4 SW 1/4 of Section 1. Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southwest corner of the W 1/2 NE 1/4 SW 1/4 of Section 1, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon; thence South 89 degrees 49' 54" East 274 feet to the true point of beginning; thence continuing South 89 degrees 49' 54" East 57.47 feet; thence North 00 degrees 13" East 660.10 feet; thence North 89 degrees 49' 54" West 331.61 feet; thence South 00 degrees 00' 31" East 445.51 feet; thence East 274 feet; thence South 215 feet to the point of beginning.

CODE 7 MAP 3908-1C TL 200

STATE OF OREGON:	COUNTAC	JF KLAMATH :	:	SS.

Filed for	or record at request	of	Aspen T	itle & Escrow	the 5th	dav
of	December	A.D., 19 _	_97_at_		A.M., and duly recorded in Vol. M97	day
		or	Deeds		on Page	,
FEE	\$35.00			Ву	Bernetha G. Letsch, County Clerk	