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ORIGINAL

ODOT
File 6884-022

WARRANTY DEED

Vol M01 Page 33684

HOWARD E. HOWELL and PATRICIA ANN HOWELL, husband and wife, Grantor, for the true and actual consideration of \$ 1,100.00 does convey unto **KLAMATH COUNTY, a political subdivision of the State of Oregon**, Grantee, fee title to the following described property:

A parcel of land lying in Lot 1, Block 5, ALTAMONT ACRES, Klamath County, Oregon and being a portion of that property described in that deed Howard E. Howell and Patricia Ann Howell, recorded in Book M-85, Page 14337 of Klamath County Record of Deeds; the said parcel being the Northerly 5 feet of said property.

The parcel of land to which this description applies contains 330 square feet, more or less.

Grantor covenants to and with Grantee, its successors and assigns, that grantor is the owner of said property which is free from encumbrances, except for easements, conditions, and restrictions of record, and will warrant the same from all lawful claims whatsoever, except as stated herein.

Grantor agrees that the consideration recited herein is just compensation for the property or property rights conveyed, including any and all damages to Grantor's remaining property, if any, which may result from the acquisition or use of said property or property rights. However, the consideration does not include damages resulting from any use or activity by Grantee beyond or outside of those uses expressed herein, if any, or damages arising from any negligence.

5-17-01

RETURN TO AND TAX STATEMENT TO
~~OREGON DEPARTMENT OF TRANSPORTATION~~
~~RIGHT OF WAY SECTION~~
~~355 CAPITOL STREET NE, ROOM 420~~
~~SALEM OR 97301-3874~~

Account No.: 541159 39 09 10AB 6600

Property Address: 3414 Hilyard Ave.
Klamath Falls OR 97603

After recording return to
Klamath County Public Works
305 Main Street
Klamath Falls, OR 97601

NC

ORIGINAL

ODOT
File 6884-022

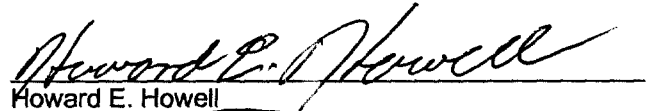
33685

In construing this document, where the context so requires, the singular includes the plural and all grammatical changes shall be made so that this document shall apply equally to corporations and to individuals.

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 ORS 30.930.

It is understood and agreed that the delivery of this document is hereby tendered and that terms and obligations hereof shall not become binding upon Klamath County, unless and until accepted and approved by the recording of this document.

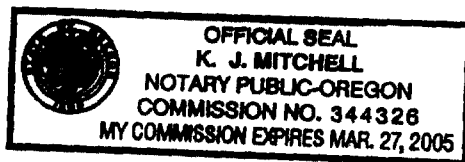
Dated this 11th day of June, 2001.

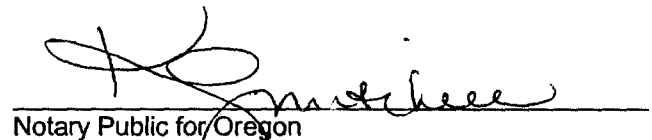

Howard E. Howell

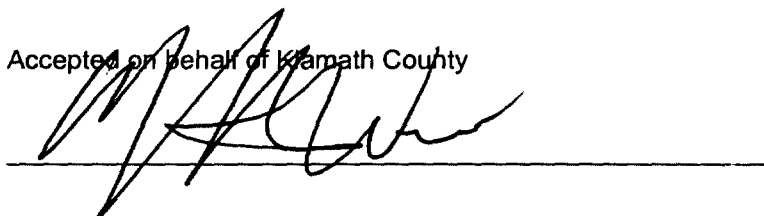

Patricia Ann Howell

STATE OF OREGON, County of Klamath

Dated June 11, 2001. Personally appeared the above named Howard E. Howell and Patricia Ann Howell, who acknowledged the foregoing instrument to be their voluntary act. Before me:




Notary Public for Oregon
My Commission expires 3-27-05

Accepted on behalf of Klamath County


52942-943

ME 1182
Aspen
TITLE & ESCROW, INC.
WARRANTY DEED (INDIVIDUAL)

Vol. 1485 Page 14337

33686

WILFRED F. SHULMIRE and NEATA M. SHULMIRE, husband and wife

convey(s) to HOWARD E. HOWELL and PATRICIA ANN HOWELL, husband and wife hereinafter called grantor,

County of Klamath, State of Oregon, described as:

The Easterly 66 feet of the Westerly 136 feet of Lots 1 and 2, Block 5, ALTAMONT ACRES, in the County of Klamath, State of Oregon. LESS and EXCEPTING the North 5 feet thereof, conveyed to Klamath County, a municipal organization.

SUBJECT TO:

1. Conditions and restrictions as shown on the recorded plat of Altamont Acres.
2. Regulations, including levies, liens, assessments, rights of way and easements of Klamath Irrigation District and South Suburban Sanitary District.
3. Reservations contained in Deed from A. L. Wishard and Erma M. Wishard, husband and wife to Georgia Sloan, recorded in Book 432 at page 67, Deed Records.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

and covenant(s) that grantor is the owner of the above described property free of all encumbrances except THOSE AS SET FORTH ABOVE

and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$ 35,000.00. *However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (Indicate which)* (Delete between symbols; if not applicable. See ORS 93.030)

In construing this deed and where the context so requires, the singular includes the plural.
IN WITNESS WHEREOF, the grantor has executed this instrument this 5th day of September, 19 85.

Wilfred F. Shulmire
Neata M. Shulmire

STATE OF OREGON, County of Klamath) ss.

On this 5th day of September, 19 85.

Personally appeared the above named Wilfred F. Shulmire and Neata F. Shulmire

Instrument to be their voluntary act and deed. and acknowledged the foregoing



Before me: Carol Peters
Notary Public for Oregon
My Commission Expires: 7-30-88

Wilfred F. & Neata M. Shulmire
GRANTOR'S NAME AND ADDRESS
Howard E. and Patricia Ann Howell

STATE OF OREGON,) ss.
County of Klamath
I certify that the within instrument was received for record on the 6th day of September, 19 85, at 4:06 o'clock P. M., and recorded

NING DEPARTMENT TO VERIFY APPROVED USES.

and covenant(s) that grantor is the owner of the above described property free of all encumbrances except THOSE AS SET FORTH ABOVE

33687

and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$ 35,000.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (Indicate which) (Delete between symbols; if not applicable. See ORS 93.030)

In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the grantor has executed this instrument this 5th day of September

19 85.

Wilfred F. Shulmire
Neata M. Shulmire

STATE OF OREGON, County of Klamath ss.

On this 5th day of September, 19 85.

Personally appeared the above named Wilfred F. Shulmire and Neata F. Shulmire

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Notary Public for Oregon

My Commission Expires: 7-30-88

Wilfred F. & Neata M. Shulmire

GRANTOR'S NAME AND ADDRESS

Howard E. and Patricia Ann Howell

GRANTOR'S NAME AND ADDRESS

Howard E. and Patricia Ann Howell

3414 Hilgard
Klamath Falls, OR 97603

Until a change is requested all tax statements shall be sent to the following address.

Howard E. and Patricia Ann Howell

3414 Hilgard
Klamath Falls, OR 97603

Fee: \$5.00

STATE OF OREGON,

ss.

County of Klamath

I certify that the within instrument was received for record on the 6th day of September, 19 85, at 4:06 o'clock P. M., and recorded in book/reel/volume No. M85 on page 14337 or as document/fee/file/instrument/microfilm No. 52942, Record of Deeds of said county.

Witness my hand and seal of County affixed.

Hvalyn Biahn, County Clerk

NAME

TITLE

By: Pam Smith Deputy

FORM 685-2.5M

52943

TRUST DEED

Vol. 14338

Page

14338

THIS TRUST DEED, made this 5th day of September, 1985, between HOWARD E. HOWELL and PATRICIA ANN HOWELL, husband and wife

as Grantor, ASPEN TITLE & ESCROW, INC., an Oregon Corporation, as Trustee, and WILFRED F. SHULMIRE and NEATA M. SHULMIRE, husband and wife with full rights of survivorship as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

The Easterly 66 feet of the Westerly 136 feet of Lots 1 and 2, Block 5, ALCAMONT ACRES, in the County of Klamath, State of Oregon, LESS and EXCEPTING the North 5 feet thereof, conveyed to Klamath County, a municipal organization.

THIS TRUST DEED MAY BE ASSUMED UPON PRESENTATION OF A SATISFACTORY CREDIT REPORT TO BENEFICIARY HEREIN.

UNLAWFUL

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate, FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of THIRTY THOUSAND AND NO/100 (\$30,000.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable September 6, 2005.

The date of maturity of the debt secured by this instrument is the date stated above, on which the final installment of said note becomes due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office of office, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$100,000.00 full insurable value, written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligation described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereinof and for such payments, with interest as aforesaid, the property hereinafter described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security, rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be filed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

(a) consent to the making of any map or plat of said property; (b) join in granting any agreement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name and or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by ORS 86.760, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding the amounts provided by law) other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed so their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his personal or real estate interest in such

14339

33689

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto

and that he will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a) primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below), (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgees, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice.

Howard E. Howell Patricia Ann Howell

If the signer of the above is a corporation, use the form of acknowledgment opposite.

(ORS 93.490)

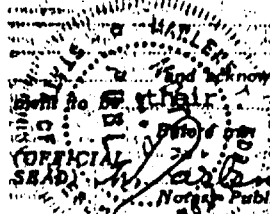
STATE OF OREGON,) ss.
County of Klamath
September 5, 1985

Personally appeared the above named
Howard E. Howell and Patricia
Ann Howell.

STATE OF OREGON, County of) ss.
Klamath, 19

Personally appeared and
who, each being first
duly sworn, did say that the former is the
president and that the latter is the
secretary of

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.
Before me:



And acknowledged the foregoing instrument to be their voluntary act and deed.
Notary Public for Oregon
My commission expires: 3-22-89

Notary Public for Oregon
My commission expires:

(OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE
To be used only when obligations have been paid.

FOR: The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to

DATED: , 19

TO RECONVEYANCE TO THE PARTIES DESIGNATED BY THE TERMS OF SAID TRUST DEED

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee

State of Oregon, County of Klamath
Recorded 07/11/01 at 12:29 p.m.
In Vol. M01 Page 33684
Linda Smith,
County Clerk Fee\$ NC

TRUST DEED
(FORM No. 881-1)
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Howard E. Howell

STATE OF OREGON, } ss.
County of Klamath

I certify that the within instrument was received for record on the 6th day of September, 1985, at 4:06 o'clock P.M., and recorded