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ORIGINAL

ODOT
File 6884-007

WARRANTY DEED

Vol M01 Page 36723

DANNY E. WASHBURN and VICKIE J. WASHBURN husband and wife, Grantor, for the true and actual consideration of \$ 1,875.00 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 10, Block 4, ALTAMONT ACRES, Klamath County, Oregon and being a portion of that property described in that deed to Danny E. Washburn and Vickie J. Washburn, recorded in Book M-97, Page 13152 of Klamath County Record of Deeds; the said parcel being the Southerly 5 feet of said property.

The parcel of land to which this description applies contains 685 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.

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.

5-10-01

RETURN TO AND TAX STATEMENT TO
~~OREGON DEPARTMENT OF TRANSPORTATION~~
~~RIGHT OF WAY SECTION~~
355 CAPITOL STREET NE, ROOM 420
~~SALEM OR 97301-3871~~

Account No.: 529645 39 09 03DC 1300

Property Address: 2975 Bisbee Street
Klamath Falls OR 97603

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

ORIGINAL

36724

ODOT
File 6884-007

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 8 day of June, 20 01.

Danny E. Washburn
Danny E. Washburn

Vickie J. Washburn
Vickie J. Washburn

STATE OF OREGON, County of Klamath

Dated June 8, 20 01. Personally appeared the above named Danny E. Washburn and Vickie J. Washburn, who acknowledged the foregoing instrument to be their voluntary act. Before me:



Charlene Terry
Notary Public for Oregon
My Commission expires 11-23-01

Accepted on behalf of Klamath County

[Signature]

36901



KLAMATH COUNTY TITLE COMPANY

Vol. 797 Page 13152

36725

K-50578-D

STATUTORY WARRANTY DEED
(Individual or Corporation)

JUANITA HOYAL and MAX M. HOYAL

conveys and warrants to DANNY E. WASHBURN and VICKIE J. WASHBURN, husband and wife, with full rights of survivorship Grantor,
the following described real property in the County of Klamath and State of Oregon. Grantee,

Lot 10 in Block 4 of ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, SAVING AND EXCEPTING therefrom the Easterly 165 feet, ALSO SAVING AND EXCEPTING The Southerly 5 feet conveyed to Klamath County by Deeds recorded in Volume 329, pages 585 and 587, Deed records of Klamath County, Oregon, AND ALSO SAVING AND EXCEPTING the Westerly 5 feet conveyed to Klamath County by instrument recorded in Volume 348, page 589, Deed records of Klamath County, Oregon, for the widening of Bisbee Street.

The property is free of liens and encumbrances, EXCEPT SUBJECT TO: Reservations and restrictions of record, rights of way, and easements of record and those apparent upon the land, contracts and/or liens for irrigation and/or drainage.

The true consideration for this conveyance is \$ 30,000.00 (Here, comply with the requirements of ORS 93.030*).

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.

DATED this 28th day of April 19 97. If a corporate grantor, it has caused its name to be signed by resolution of its board of directors.

JUANITA HOYAL

MAX M. HOYAL

STATE OF OREGON, County of Klamath ss.
The foregoing instrument was acknowledged before me
this 30th day of April 19 97
by Juanita Hoyal and Max M. Hoyal

CORPORATE ACKNOWLEDGEMENT
STATE OF OREGON, County of _____ ss.
The foregoing instrument was acknowledged before me
this _____ day of _____ 19 _____
by _____ and
by _____
of _____
a corporation, on behalf of the corporation.

Notary Public for Oregon
My commission expires: 12/19/2000

Notary Public for Oregon
My commission expires: _____

THIS SPACE RESERVED FOR RECORDER'S USE

After receiving return to:
Danny E. & Vicki J. Washburn
2975 Bisbee Street
Klamath Falls, Oregon 97603
NAME, ADDRESS, ZIP

(If a change is requested all tax statements shall be sent to the following address:

Same As Listed Above

NAME, ADDRESS, ZIP



Salt Lake

10006

13153

36726

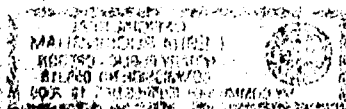
STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 30th day
of April A.D. 19 97 at 2:07 o'clock P.M. and duly recorded in Vol. M97
of Deeds on Page 13152

Bernetha G. Letsch, County Clerk

FEE \$35.00

by Lettum Rose



36902

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

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97 APR 30 P2:07

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WHEN RECORDED MAIL TO KLAMATH FIRST FEDERAL SAVINGS & LOAN ASSOCIATION
2300 MADISON STREET
KLAMATH FALLS, OR 97603

ACCOUNT NUMBER 060-04-00275

TAX ACCOUNT NUMBER 3909003DC01300

K-50578

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on APRIL 28, 1997. The grantor is DANNY E WASHBURN AND VICKIE J WASHBURN, HUSBAND AND WIFE ("Borrower"). The trustee is WILLIAM L. SISEMORE.

("Trustee"). The beneficiary is KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is MADISON BRANCH, 2300 MADISON STREET, KLAMATH FALLS, OR 97603.

("Lender"). Borrower owes Lender the principal sum of TWENTY EIGHT THOUSAND FIVE HUNDRED AND NO/100

Dollars (U.S. \$ 28,500.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on MAY 1, 2027. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note; and (d) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to the paragraph below ("Future Advances").

FUTURE ADVANCES. Upon request to Borrower, Lender, at Lenders's option prior to full reconveyance of the property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in KLAMATH County, Oregon:

THE PROPERTY DESCRIBED ON PAGE 5

which has the address of 2975 BISBEE STREET, KLAMATH FALLS
Oregon 97603

[Street, City].

[Zip Code] ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related

13158

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

36728

Danny E. Washburn (Seal)
DANNY E. WASHBURN -Borrower

Vickie J. Washburn (Seal)
VICKIE J. WASHBURN -Borrower

(Seal)

-Borrower

(Seal)

-Borrower

STATE OF OREGON,

On this 28th day of April, 1997

County as:

, personally appeared the above named

Danny E. Washburn and Vickie J. Washburn

and acknowledged

the foregoing instrument to be their voluntary act and deed.

My Commission Expires: 12-18-98
(Official Seal)

Before me:



Diana L. Boyd
Notary Public for Oregon

Lot 10 in Block 4 of ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, SAVING AND EXCEPTING therefrom the Easterly 165 feet, ALSO SAVING AND EXCEPTING the Southerly 5 feet conveyed to Klamath County by Deeds recorded in Volume 329, pages 585 and 587, Deed Records of Klamath County, Oregon, AND ALSO SAVING AND EXCEPTING the Westerly 5 feet conveyed to Klamath County by instrument recorded in Volume 348, page 589, Deed Records of Klamath County, Oregon, for the widening of Bisbee Street.

Tax Acct #1909-003DC-01300 Key #529645

STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 30th day
of April A.D. 19 97 at 2:07 o'clock P.M., and duly recorded in Vol. M97
of Mortgages on Page 13154

FEE \$30.00

Bernetha G. Letsch, County Clerk
by Kathleen Ross

State of Oregon, County of Klamath
Recorded 07/25/01 at 10:24 a.m.
In Vol. M01 Page 36723
Linda Smith,
County Clerk Fee \$ NE