

NJC 87154-SH

THIS SPACE

2010-003306

Klamath County, Oregon



00081258201000033060030039

03/15/2010 03:29:22 PM

Fee: \$47.00

After recording return to:

ALAN J. NEALY

7460 RUTH DRIVE

KLAMATH FALLS, OR 97603

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

ALAN J. NEALY

7460 RUTH DRIVE

KLAMATH FALLS, OR 97603

Escrow No. MT87156-SH

Title No. 0087156

SWD r.012910

STATUTORY WARRANTY DEED

NICK A. FIGUEROA, Grantor(s) hereby convey and warrant to **ALAN NEALY and JAIME NEALY**, as tenants by the entirety, Grantee(s) the following described real property in the County of **KLAMATH** and State of Oregon free of encumbrances except as specifically set forth herein:

Lot 10, TRACT 1288 "SAGE MEADOWS", according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

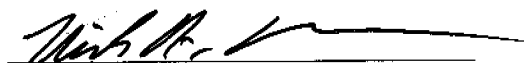
The true and actual consideration for this conveyance is \$163,611.24

Grantees herein, as part of the purchase price and consideration for this deed, assume and agree to pay the indebtedness evidenced by that certain deed of trust made August 13, 2009 to Mortgage Investors Corporation which instrument is recorded in the office of Klamath County, in the State of Oregon on August 24, 2009, in Book No. 2009 at Page No. 011316. For the same consideration Grantees hereby assume all obligation of Nick A. Figueroa and Kyung A. Figueroa under the terms of the instruments creating and securing the loan referred to in the deed of trust and also agree to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness above mentioned. The liability to the Department of Veterans Affairs is under the authority of chapter 37, title 38 of the United States Code. Grantees further agree to the release of any or all prior obligors of the indebtedness above mentioned.

47Amt

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

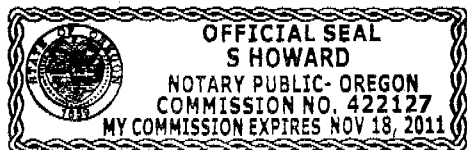
Dated this 12 day of March 2010



NICK A. FIGUEROA

State of Oregon
County of KLAMATH

This instrument was acknowledged before me on March 12, 2010 by NICK A. FIGUEROA.

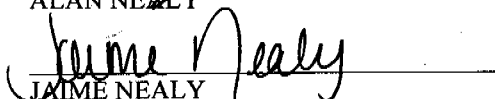




(Notary Public for Oregon)

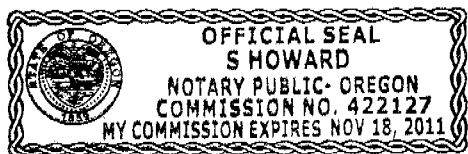
My commission expires 11-18-11


ALAN NEALY


JAIME NEALY

State of Oregon
County of KLAMATH

This instrument was acknowledged before me on March 12, 2010 by ALAN NEALY AND JAIME NEALY.





(Notary Public for Oregon)

My commission expires 11-18-11

ASSUMPTION OF LIABILITY AGREEMENT

LOAN NUMBER 0708102607

The undersigned having acquired title to that certain real property described in a deed of trust dated August 13, 2009 and executed by Nick A Figueroa and Kyung A Figueroa, which deed of trust was given to secure a Promissory Note of even date in the principal sum of \$165,050.00 and having agreed to assume and pay the indebtedness evidenced by the said Promissory Note and to be bound by and to perform all of the covenants of the said deed of trust at the time and in the manner provided. The undersigned further agrees that the property described in the said deed of trust shall be held as security for any and all indebtedness of the undersigned whether now existing or hereafter created.

Date: 3/12/2010



Alan Nealy



Jaime Nealy