1St 2114524

After recording return to: Judy L. Smelcer 3936 Austin St Klamath Falls OR 97603

Until a change is requested, all tax statements shall be sent to the following address: Judy L. Smelcer 3936 Austin St Klamath Falls OR 97603 This document being re-recorded to correct Grantor name in

2013-007632

Klamath County, Oregon 07/05/2013 09:10:59 AM

Fee: \$47.00

2013-010094

Klamath County, Oregon 09/04/2013 11:15:34 AM

Fee: \$57.00

Book and Page # 2013-007632

## SPECIAL WARRANTY DEED (OREGON)

Wells Fargo Bank Minnesota, NA, Grantor, conveys and specially warrant(s) to Judy L. Smelcer, Grantee, the following described real property free of encumbrances created or suffered by the Grantor as specifically set forth herein:

Lot 5 in Block 5 of Third Addition to Altamont Acres, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPT therefrom the south 50 feet thereof..

This property is free of all encumbrances created, EXCEPT:

1. 2013-2014 Property Taxes, a lien due but not yet payable.

2. Covenants, conditions, restrictions and/or easements, if any, affecting title, which may appear in the public record, including those shown on any recorded plat or survey.

The true consideration for this conveyance is \$47,500.00.

The Grantor for itself and for its successors in interest does by these presents expressly limit the covenants of the deed to those herein expressed, and excludes all covenants arising or to arise by statutory or other implication, and does hereby warrant and will defend the title to the property against all persons who may lawfully claim the same by, through or under the Grantor.

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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

\*\*as Trustee for Southern Pacific Secured Assets Corporation, Mortgage Loan Asset Backed Pass-Through Certificates, Series 1998-1

220-OR-V1

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220-OR-V1

Wells Fargo Bank Minnesota, NA as Trustee for Southern Pacific Secured Assets Corporation, Mortgage Loan Asset Backed \*\* By: Wells Fargo Bank, NA, Attorney in Fact Its: \talle \*\*Pass-Through Cerificates, Series 1998-1 STATE OF )ss. County of On before me, personally appeared of Wells Fargo Bank, N.A. and of Wells Fargo Bank, N.A., who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of  $\underline{\phantom{a}}$  that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Notary Public for

My commission expires:

Dated:

<u>California</u>
State of California )
County of Alameda )
On June 26th, 2013 before me, (here insert name and title of the officer),
personally appeared Elizabeth Andrews and
Elisa M Torrente, Authorized Signers
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he/she/sher executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.  REINA CONTRERAS COMM. # 1979134
Signature Pach Comm. Expires May 21, 2016

(Seal)