

After recording return to:  
Title365 DEF  
345 Rouser Road  
Bldg 5, Suite 100  
Coraopolis, PA 15108  
File No. DEF-618140

MAIL TAX STATEMENTS TO:  
Oscar Vargas  
4415 Avalon Place  
Klamath Falls, OR 97603

Parcel ID No.: 3909-010CD-07900

## **WARRANTY DEED**

THIS INDENTURE made and entered into on this 30 day of April, 2024, by and between **Howard W. King and Mary Ann King, as tenants by the entirety**, whose address is 4415 Avalon Place, Klamath Falls, OR 97603, hereinafter referred to as Grantor(s) and **Oscar Vargas** whose address is about to be 4415 Avalon Place, Klamath Falls, OR 97603, hereinafter referred to as Grantee(s).

WITNESSETH: That the said Grantor, has this day given, granted, bargained, sold, conveyed and confirmed and does by these presents give, grant, bargain, sell, convey and confirm unto the said Grantee the following described real estate located in Klamath County, Oregon:

**Lot 120, FIRST ADDITION TO CASITAS, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon**

Property commonly known as: 4415 Avalon Place, Klamath Falls, OR 97603

The true and actual consideration for this conveyance is \$180,641.00.

This conveyance is subject to easements and restrictions of record.

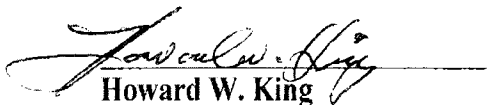
This conveyance is specifically made subject to a Deed of Trust executed by Howard W. King and Mary Ann King, husband and wife to Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for Mortgage Research Center, LLC dba Veterans United Home Loans dated April 6, 2020 and recorded on April 7, 2020 in Instrument Number 2020-004455 in the Official Records of Klamath County, Oregon, securing the principal sum of \$189,255.00. Said Deed of Trust has a current outstanding principal balance of approximately \$180,641.00. An agreement to modify the terms and provisions of said Deed of Trust as therein provided was recorded January 4, 2022 under Instrument No.: 2022-000113. The Grantee, as evidenced by his/her signature below, hereby assumes this indebtedness as a part of this conveyance and agrees to indemnify, defend and hold harmless the Grantor from any liability under said indebtedness.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever.

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.

IN WITNESS WHEREOF, the said Grantor have hereunto set their hands and seals on this 30 day of APRIL, 2026.

  
Howard W. King

  
Mary Ann King

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by **Howard W. King and Mary Ann King.**

*SEE ATTACHES*

\_\_\_\_\_  
Notary Public

Notary Public for State of \_\_\_\_\_

My Commission Expires 10/20/2026

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Riverside )

On April 30, 2024 before me, Claudia Sundara, Notary Public  
(insert name and title of the officer)

personally appeared Howard W. King and Mary Ann King,  
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/they 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.

Signature Claudia Sundara (Seal)

