

46953 Vol. 227, Pg. 538

WARRANTY DEED.

KNOW ALL MEN BY THESE PRESENTS: That Edward Fitzpatrick and Marjorie Fitzpatrick, husband and wife, of Klamath County, State of Oregon, in consideration of Ten and no/100ths Dollars to them in hand paid by F. W. Obenchain and Ruth Obenchain, husband and wife, of Klamath County, State of Oregon, have bargained and sold and by these presents do grant, bargain, sell and convey unto said F. W. Obenchain and Ruth Obenchain, husband and wife, as an estate by the entirety and not as community property, their heirs and assigns, all the following bounded and described real property situated in the County of Klamath, and State of Oregon:

In Twp. 36 South, Range 15 E., M. 1.
In Section 7:
Lots 1 and 2;
In Twp. 36 South, Range 15 E., M. 1.
All of Section 10;
In Section 11:
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Reserving, however, all merchantable pine timber 15" or larger, with the right to remove the same and timber on adjoining land on or before the 1st day of January, 1930, provided that if same is not conveyed by the grantors to Ivory Pine Company prior to that date this reservation shall be void; together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also all their estate, right, title and interest in and to the same, including dower and claim of dower.

TO HAVE AND TO HOLD, the above described and granted premises unto the said F. W. Obenchain and Ruth Obenchain, husband and wife, as an estate by the entirety and not as community property, their heirs and assigns forever. And E. F. Fitzpatrick and Marjorie Fitzpatrick, husband and wife, grantors above named do covenant to and with F. W. Obenchain and Ruth Obenchain, husband and wife, the above named grantees, their heirs and assigns that they are lawfully seized in fee simple of the above granted premises, that the above granted premises are free from all incumbrances, and that they will and their heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, the grantors above named have hereunto set their hands and seals this 28th day of November, A.D., 1928.

Edward F. Fitzpatrick (SEAL)

Marjorie Fitzpatrick (SEAL)

STATE OF OREGON }
County of Klamath } ss.

BE IT REMEMBERED, That on this 28th day of November, A.D., 1928, before me, undersigned, personally appeared the within named E. F. Fitzpatrick and Marjorie Fitzpatrick, husband and wife, who are known to me, a notary public in and for said County and State, to be the identical persons and individuals described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.

Paul J. Bell
Notary Public for Oregon.
Commission Expires: Feb. 15, 1932.