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THIS INDENTURE WITNESSETH, That PERRY & DAY BUILDING CONTRACTORS, a copartnership consisting of Frank Perry and Lloyd Day, hereinafter known as Grantor, in consideration of Ten Dollars to it paid, has bargained and sold, and by these presents does grant, bargain, sell and convey unto Robert Omar Childers and Carol Ann Childers, husband and wife, the following described premises situated in Klamath County, Oregon, to-wit:

Lot 7, Block 2, CYPRESS VILLA, Klamath County, Oregon.

Subject to contract and/or lien for irrigation and/or drainage, easements and rights of way of record and those apparent on the land; rules, regulations and assessments of South Suburban Sanitary District; and to conditions and restrictions, easements and setback lines as shown on the plat and in the dedication of Cypress Villa.

TO HAVE AND TO HOLD said premises with their appurtenances unto the said Grantees as an estate by the entirety. And the said Grantor does hereby covenant to and with said Grantees, their heirs and assigns, that it is the owner in fee simple of said premises; that they are free from all incumbrances except as above set forth, and that it will warrant and defend the same from all lawful claims whatsoever, except those above set forth.

IN WITNESS WHEREOF, Grantor has hereunto set its hand this 30th day of December, 1963.

PERRY & DAY BUILDING CONTRACTORS

BY

BY

STATE OF OREGON)
County of Klamath) ss

On this 30th day of December, 1963, before me, a notary public, personally appeared Frank Perry and Lloyd Day, who acknowledged themselves to be members of Perry & Day Building Contractors, a partnership, and that they, as such partners, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by themselves as copartners.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Carl V. McDonald
Notary Public for Oregon
My Commission expires April 4, 1964

STATE OF OREGON, COUNTY OF KLAMATH, ss
Oregon Title Co.

Filed for record at request of

this 6 day of January, 1964, at 1:35 o'clock P.M. and

duly recorded in Vol. 350 of Deeds on page 217

CHAS. F. DELAP, COUNTY CLERK

By James H. Davis Deputy

Fee \$1.50

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FORM No. 101 - WARRANTY DEED

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63-1432

KNOW ALL MEN BY THESE PRESENTS, That JOHN C. POWERS and NINA P. POWERS, husband and wife, Grantors,

in consideration of Ten & No/100, (\$10.00), and other consideration Dollars,

to them paid by WELLS & SON, a co-partnership, Grantee

do hereby grant, bargain, sell and convey unto said WELLS & SON, a co-partnership, its heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances situated in the County of Klamath and State of Oregon, bounded and described as follows, to-wit:

Lot 7 and Lot 10 of Section 3, Township 40 South, Range 11, E.W.M., containing 80 acres, more or less, less approximately 3 acres for ditches.

SUBJECT TO: That certain mortgage, including the terms and provisions thereof, executed by JOHN C. POWERS and NINA P. POWERS, husband and wife, in favor of the EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York Corporation, to secure the payment of a note in the sum of \$8,500.00, which said mortgage was dated the 15th day of December, 1958, and recorded January 22, 1959, in Book 187 at page 596, Mortgage Records of Klamath County, Oregon, said note and mortgage having a present unpaid principal balance of \$7,225.00, which said note and mortgage purchaser hereby assumes and agrees to pay as the same becomes due and in accordance with the terms and provisions thereof.

To Have and to Hold, the above described and granted premises unto the said WELLS & SON, a co-partnership, its heirs and assigns forever.

And JOHN C. POWERS and NINA P. POWERS, husband and wife, the grantors above named do covenant to and with the above named grantee, its 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 encumbrances, except as above stated,

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.

Witness their hand and seal this 18 day of July, 1962

John C. Powers (SEAL)

Nina P. Powers (SEAL)

(SEAL)

(SEAL)