

17872

STEVENS DEED LAW FIRM, CO., PORTLAND, ORE.

KNOW ALL MEN BY THESE PRESENTS, That **LEON RICHARDSON, SR.,** a single man,

in consideration of Ten & No/100, (\$10.00), & other consideration, hereinafter called the grantor, Dollars,

to grantor paid by **THEODORE R. DREWKE and RUTH M. DREWKE, husband and wife**, hereinafter called the grantee,

does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of **Klamath** and State of Oregon, described as follows, to-wit: Beginning at the NW corner of Lot 4 of Section 6 of Township 40 S., R. 8 E.W.M., in Klamath County, Oregon; thence 405 feet South along the West line of said Lot 4; thence Northeasterly to a point on the bank of the Klamath River which is 234 feet distant Southerly from the NE corner of said Lot 4; thence 234 feet, more or less, Northerly along the meander line of said river bank to the North line of said Lot 4; thence West along said North line of said Lot 4 to the point of beginning, containing no less than two acres.

SUBJECT TO: 1967-68 real property taxes and all future taxes and assessments; Waiver of Riparian Rights, including the terms and provisions thereof, as set out in instrument recorded September 16, 1905, in Deed Volume 18 at page 371; rights of the public and of Governmental bodies in and to that portion of the herein described property lying below the ordinary high water mark of Klamath River; rights of the public in and to any portion of said premises lying within the limits of public roads and highways; rights of way of record, easements, reservations and restrictions of record, and those apparent on the land.

To Have and to Hold the above described and granted premises unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except as above set forth

and that grantor will 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 construing this deed and where the context so requires, the singular includes the plural.
WITNESS grantor's hand this 24 day of October, 19 67

(ORS 93.490)
STATE OF OREGON, County of Klamath, ss. October 24, 19 67.
Personally appeared the above named LEON RICHARDSON, SR., a single man,

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Arthur H. Meyer

Notary Public for Oregon

My commission expires 9-23-69

WARRANTY DEED

Leon Richardson, Sr.

TO

Theodore R. Drewke

et ux

AFTER RECORDING RETURN TO

THEODORE R. DREWKE
14445 REDHILL, APT. 13,
SANTA ANA, CALIF.

92705

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

STATE OF OREGON,

County of Klamath, ss.

I certify that the within instrument was received for record on the 24 day of October, 19 67, at 3:50 o'clock P.M., and recorded in book M-67 on page 8272 Record of Deeds of said County.

Witness my hand and seal of County affixed.

Dorothy Rogers

County Clerk-Recorder.

By Paula Dietz Deputy.

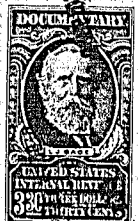
Fee 1.50

28

WARRANTY DEED

67-712R

KNOW ALL MEN BY THESE PRESENTS, That CHARLES SCHUSS, a single man, hereinafter called the grantor, in consideration of Ten and no/100 Dollars (\$10.00) to grantor paid by KLAMATH FALLS PARK AND SHOP CORPORATION, an Oregon Corporation, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:



All that portion of Lot 4 in Block 39 of Original Town of Linkville, now City of Klamath Falls, Oregon, described as follows:

Beginning at a point on the Easterly side of Seventh Street a distance of 8 feet Southeasterly from the most Westerly corner of said Lot 4; thence

Southeasterly along the Easterly line of Seventh Street a distance of 40 feet; thence

Northeasterly at right angles to Seventh Street a distance of 65 feet, more or less, to the Northeasterly side of said Lot 4; thence

Northwesterly along the Easterly line of said Lot 4 a distance of 40 feet; thence

Southwesterly at right angles to Seventh Street a distance of 65 feet, more or less, to the point of beginning.



SUBJECT TO:

1. Taxes for the fiscal year commencing July 1, 1967;
2. Mortgage, including the terms and provisions thereof, dated December 31, 1957, recorded January 13, 1958, in Book 180 at page 352, given to secure the payment of \$20,000.00 with interest thereon and such future advances as may be provided therein, executed by Charles Schuss and Myrtle Schuss, husband and wife, to United States National Bank of Oregon, a corporation; which mortgage grantee hereby assumes and agrees to pay;
3. Easement for chimney flue in wall to encroach approximately

20 inches by 20 inches, including the terms and provisions thereof, as granted to B. S. Grigsby by instrument recorded November 20, 1924, in Deed Book 64 at page 634;

4. Easement to maintain eye bolt and guy wire in Easterly fire wall of building, including the terms and provisions thereof, as granted to Pacific Power and Light Company by instrument recorded January 5, 1962, in Deed Book 334 at page 584.

TO HAVE AND TO HOLD the above described and granted premises unto the said grantee and grantee's successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's successors and assigns, that grantor is lawfully seized in fee simple of the above-granted premises, free from all encumbrances except as hereinabove set forth, and that grantor will 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 grantor's hand and seal this 24th day of August, 1967.

Charles Schuss

STATE OF OREGON }
County of Klamath } ss.

On this 24 day of August, 1967, personally appeared the above named CHARLES SCHUSS and acknowledged the foregoing instrument to be his voluntary act and deed.

Before Me:

Ruth D. ...
Notary Public for Oregon
My Commission Expires: _____

My Commission Expires April 23, 1971

Return -
United States National Bank
Klamath Falls Branch
740 Main Street
Klamath Falls, Oregon

STATE OF OREGON, } ss.
County of Klamath }
Filed for record at request of
Oregon Title Insurance

on this 24 day of October A.D. 19 67
at 4:01 o'clock P. M. and duly
recorded in Vol. M-67 of Deeds
Page 8273

DOROTHY ROGERS, County Clerk
By *[Signature]*
Fee 3.00

30

17805
THIS TRUST DEED, made this

6th

67-9122

NOV 11-67 PAGE 5

day of

September

19 67

between

KLAMATH FALLS PARK AND SHOP CORPORATION, an Oregon Corporation,

OREGON TITLE INSURANCE COMPANY

as Grantor,

and United States National Bank of Oregon, as Beneficiary,

as Trustee,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to Trustee in trust, with power of sale, the property in Klamath County, Oregon described as:

SEE EXHIBIT A ATTACHED HERETO.

which said described real property does not exceed three acres, together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate,

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of \$ 50,000.00 with interest thereon according to the terms of a promissory note of even date herewith, payable to Beneficiary or order and made by Grantor, Klamath Falls Park and Shop Corporation, an Oregon Corporation the final payment of principal and interest thereof, if not sooner paid, to be due and payable October 10, 19 82

To Protect the Security of this Trust Deed, Grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the Beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the Beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the Beneficiary.

4. To keep the buildings now or hereafter on said property insured against loss by fire and against loss by such other hazards as the Beneficiary may from time to time require in an amount not less than the lesser of the indebtedness hereby secured or the insurable value of said buildings; that such policies shall be issued by companies satisfactory to the Beneficiary and shall contain such provisions and shall bear such endorsements as Beneficiary may require and be payable to Beneficiary; that such policies shall be delivered to and retained by the Beneficiary and at least five days prior to the expiration thereof renewal or substitute policies shall be delivered to Beneficiary; that the proceeds of such insurance shall be applied as Beneficiary shall elect to the payment of any indebtedness thereby secured or to the restoration of any of the property or by release to Grantor and that such application or release shall not cure or waive default or notice of default hereunder or invalidate any act done pursuant to such notice; that the Beneficiary is authorized in the event of any loss to compromise and settle with any insurance company, to endorse, negotiate and present for and in the name of the Grantor any check or draft issued in settlement of any such loss and receive and to apply the proceeds thereof as herein provided.

5. To keep said premises free from mechanics' liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to Beneficiary; should the Grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by Grantor, either by direct payment or by providing Beneficiary with funds with which to make such payment, Beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate of eight per cent per annum together with the obligations described in paragraphs 7 and 8 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the Grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the non-payment thereof shall, at the option of the Beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed. Grantor hereby authorizes the tax collector of the county in which said property is located to deliver to the Beneficiary or its assignee hereunder a written statement of property taxes at such time or times as they shall become available.

6. To pay to Beneficiary at the time of payment of each installment of the indebtedness hereby secured such amount as the Beneficiary shall estimate from time to time to be sufficient to produce, with other like payments, at least one month prior to the time when the same shall become due, (a) all taxes, assessments and other governmental rates and charges against said property and (b) premiums on insurance against loss or damage to said property; if the sums so paid shall be less than sufficient for said purposes, to pay upon demand such additional sum as Beneficiary shall deem necessary therefor. The Beneficiary shall, upon the written request of the Grantor, and may, without such request, apply said funds to any of said purposes, but the receipt of such funds shall not, in the absence of such request, impose any duty upon the Beneficiary to disburse the same or relieve the Grantor from his covenants to pay said obligations and keep the property insured. If the Grantor desires to carry the insurance required herein as part of a "package" insurance plan, the Beneficiary will accept

the monthly premium requirement for such package insurance and apply the same as herein provided. The Beneficiary may, from time to time, establish reasonable service charges for the collection and disbursement of premiums on package type insurance policies, but whether or not such charges are imposed, Beneficiary shall not be subject to any liability for failure to transmit premiums to any insurer or by reason of any loss growing out of any defect in any insurance policy. In the event Grantor desires to prepay the indebtedness, or portion thereof, such payments shall be subject to the prepayment provisions of the promissory note given in connection with this trust deed.

7. To pay all costs, fees and expenses of this trust, including the cost of title search as well as the other costs and expenses of the Trustee incurred in connection with or in enforcing this obligation, and trustee's and attorney's fees actually incurred.

8. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary, or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum to be fixed by the court, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this deed.

It is Mutually Agreed That:

9. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, Beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by Grantor in such proceedings, shall be paid to Beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees necessarily paid or incurred by Beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and Grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon Beneficiary's request.

10. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The Grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be \$5.

11. Upon any default by Grantor hereunder, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable. In such an event Beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage in the manner provided by law for mortgage foreclosures or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the Beneficiary shall deliver to the Trustee a written notice of default and election to sell the trust property; which notice Trustee shall cause to be duly filed for record. If Beneficiary desires said property to be sold, it shall deposit with Trustee this trust deed and

NOTE: The Trust Deed Act provides that the Trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or of the United States, or a title insurance company authorized to insure title to real property under the provisions of ORS Chapter 728, its subsidiaries, affiliates, agents or branches.

91-1662 10/66

all promissory notes and documents evidencing expenditures secured hereby, whereupon the Trustee shall fix the time and place of sale and give notice thereof as then required by law.

14. If after default and prior to the time and date set by the Trustee for the Trustee's sale, the Grantor or other person so privileged by ORS 86.760 pays the entire amount then due under the terms of the trust deed and the obligation secured thereby, other than such portion of the principal as would not then be due had no default occurred, and the Grantor or other person making such payment shall also pay to the Beneficiary all of Beneficiary's costs and expenses incurred up to said time in enforcing the terms of the obligation, including Trustee's and Attorney's fees not exceeding \$50 if actually incurred, such default shall thereby be cured.

15. After the lapse of such time as may then be required by law following the recording of said notice of default and the giving of said notice of sale, Trustee shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, excluding the Trustee, but including the Grantor and Beneficiary, may purchase at the sale.

16. When Trustee sells pursuant to the powers provided herein, Trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including a reasonable charge by the Trustee, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the Trustee in the trust deed as their interest may appear in order of their priority and (4) the surplus, if any, to the Grantor or to his successor in interest entitled to such surplus.

17. For any reason permitted by law Beneficiary may from time to time appoint a successor or successors to any Trustee named herein or to any successor Trustee appointed hereunder. Upon such appointment, and without conveyance to the successor Trustee, the latter shall be vested with all title, powers and duties conferred upon any Trustee herein named or

appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the Successor Trustee.

18. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party unless such action or proceeding is brought by Trustee.

19. The Grantor covenants and agrees to and with the Beneficiary and those claiming under him that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto and that he will warrant and forever defend the same against all persons whomsoever.

20. The Grantor shall not without the written consent of the Beneficiary sell or convey the property herein described subject to the interest of the Beneficiary, whether or not such purchaser shall assume or agree to pay the indebtedness hereby secured. Upon any application for the Beneficiary's consent to such a transaction, the Beneficiary may require from the purchaser such information as would normally be required if the purchaser were a new loan applicant. Consent shall not be unreasonably withheld, but Beneficiary may at its discretion impose a service charge not exceeding 1% of the original amount of the indebtedness hereby secured and may adjust the contractual interest rate upon the unpaid balance of the obligation secured by this trust deed, but such rate may not be increased by more than 1% per annum above the then existing contractual rate.

21. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes feminine and/or neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said Grantor has hereunto set his hand and seal the day and year first above written.

KLAMATH FALLS PARK AND SHOP CORPORATION, (SEAL)
an Oregon Corporation

its President (SEAL)

its Secretary (SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF OREGON, County of Klamath ss.

September 19 1967

Personally appeared K. M. Moty

and Lewis Wayburn

who being duly sworn, did say that he, K. M. Moty

is the President

and he, Lewis Wayburn

is the Secretary

of Klamath Falls Park and Shop Corporation, an Oregon Corporation

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

STATE OF OREGON, ss.
County of

19

Personally appeared the above named

and acknowledged the foregoing instrument to be

voluntary act and deed.

Before me:

(SEAL)

Notary Public for Oregon

My commission expires:

TRUST DEED

KLAMATH FALLS PARK AND SHOP

CORPORATION, AN OREGON

CORPORATION

United States National Bank

of Oregon

Beneficiary

ss.

STATE OF OREGON,

County of

I certify that the within instru-

ment was received for record on the

day of 19

at o'clock M., and recorded

in book on page

Record of Mortgages of said County.

Witness my hand and seal of

County affixed.

By

County Clerk—Recorder.

Deputy.

AFTER RECORDING RETURN TO:

UNITED STATES NATIONAL BANK

OF OREGON

Klamath Falls

740 Main Street

ADDRESS

for the attention of:

Klamath Falls

OREGON

Department

Assistant Manager

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyances and documents to

DATED: 1967, 19 United States National Bank of Oregon

By: Assistant Cashier—Manager

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

9438

8777

EXHIBIT 'A'

67-912R

REAL PROPERTY CONVEYED IN TRUST BY TRUST DEED EXECUTED SEPTEMBER 6, 1967,
BY KLAMATH FALLS PARK AND SHOP CORPORATION, an Oregon Corporation, as
Grantor, to OREGON TITLE INSURANCE COMPANY, as Trustee, and UNITED STATES
NATIONAL BANK OF OREGON, as Beneficiary:

TRACT I: All that portion of Lot 4 in Block 39 of Original Town
of Linkville, now City of Klamath Falls, Oregon, described
as follows:

Beginning at a point on the Easterly side of Seventh
Street a distance of 8 feet Southeasterly from the
most Westerly corner of said Lot 4; thence Southeasterly
along the Easterly line of Seventh Street a distance of
40 feet; thence Northeasterly at right angles to Seventh
Street a distance of 65 feet, more or less to the North-
easterly side of said Lot 4; thence Northwesterly along
the Easterly line of said Lot 4 a distance of 40 feet;
thence Southwesterly at right angles to Seventh Street
a distance of 65 feet more or less to the point of
beginning.

TRACT II: Lots 1 and 2 in Block 78 of Klamath Addition to the City
of Klamath Falls, Oregon, according to the official plat
thereof.

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE BUILDING LOCATED ON TRACT I
ABOVE MAY BE DEMOLISHED AND THE PROPERTY CONVERTED TO PARKING LOT USE.



KLAMATH FALLS PARK AND SHOP CORPORATION,
an Oregon Corporation

By K. M. Metcalf, its President

By Jay, its Secretary

KLAMATH FALLS BRANCH
U. S. NATIONAL BANK OF OREGON
740 MAIN STREET
KLAMATH FALLS, OREGON 97601

Wm. Smith attesting

DATED: September 6, 1967

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Oregon Title Insurance
this 24 day of October A.D. 1967 at 4:02 o'clock P. M., and
duly recorded in Vol. M-67 of Mortgages on Page 8276
DOROTHY ROGERS, County Clerk

Fee 4.50

By David J. Taylor

33

55

17876

PAGE 67

67-1741R

KNOW ALL MEN BY THESE PRESENTS, That
LOUIS BLENKUSH, a single man,in consideration of TEN AND NO/100- - - - - Dollars,
and other good and valuable consideration
to grantor paid by JAMES P. KELSH and THEADORA D. KELSHhereinafter called the grantor,
-(\$10.00)- - - - - Dollars,

does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

Lot 3 in Block 5 of WEST CHILOQUIN, Klamath County, Oregon



To Have and to Hold the above described and granted premises unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except easements and restrictions of record or apparent on the face of the land,

and that grantor will
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 construing this deed and where the context so requires, the singular includes the plural.

WITNESS grantor's hand this 17 day of October, 1967.

(ORS 93.490) CALIFORNIA

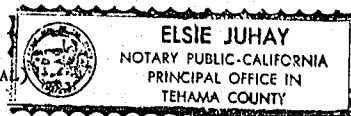
STATE OF OREGON, County of Klamath, ss. October 17, 1967.

Personally appeared the above named

LOUIS BLENKUSH, a single man,

and acknowledged the foregoing instrument to be his voluntary act and deed.

(OFFICIAL SEAL)



Before me:

ELSIE JUHAY

Notary Public for California

My commission expires March 4, 1968.

WARRANTY DEED

TO

AFTER RECORDING RETURN TO
JAMES P. KELSH
12 SEA-ESTA PLACE
VENTURA, CALIF.
93003(DON'T USE THIS
SPACE; RESERVED
FOR RECORDING
LABEL IN COUR-
TES WHERE
USED.)

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instru-
ment was received for record on the
24 day of October, 1967
at 4:03 o'clock P.M., and recorded
in book M-67 on page 8278.
Record of Deeds of said County.Witness my hand and seal of
County affixed.

Dorothy Rogers

County Clerk-Recorder.

By Deputy.

Fee 1.50

34

GUARDIAN'S DEED

67-425 R

KNOW ALL MEN BY THESE PRESENTS, that JOSEPH E. FROST, the duly appointed, qualified and acting guardian of the estate of AMANDA V. FROST, an incompetent person, having been appointed as such by the Circuit Court of the State of Oregon for the County of Klamath, in pursuance of an Order of said court to correct the description contained in that certain deed wherein Amanda V. Frost, aka Amanda V. Frost Henderson, was Grantor, and Joseph E. Frost and Mary Ann Frost, husband and wife, were Grantees, which deed was recorded March 7, 1962, in Volume 336 at page 79, Deed Records of Klamath County, Oregon, which said Order was dated and entered on the 18 day of October, 1967, and entered in Volume M67 at page 6162 of the Probate Journal of said Court, and which Order authorized and directed the execution and delivery of this deed, has bargained and sold and by these presents does hereby grant, bargain, sell and convey unto the said JOSEPH E. FROST and MARY ANN FROST, husband and wife, their successors and assigns, all the following bounded and described real property, situated in the County of Klamath, State of Oregon, to-wit:

A parcel of land lying in Block 11, (now vacated), TOWN OF MIDLAND, the said parcel being Lots 1, 2, 3, 4, 5 and 6, Block 11 (now vacated), Town of Midland, ALSO that portion of the N 1/2 of the vacated alley in said Block 11, inuring to said Lots 1, 2, 3, 4, 5 and 6, Block 11, (now vacated), Town of Midland. ALSO that portion of the W 1/2 of vacated First Street lying Southerly of the Easterly extension of the Northerly line of said Block 11, and Northerly of the Easterly extension of the Southerly line of the N 1/2 of said vacated alley. EXCEPT THEREFROM that property described in that deed to Klamath County, recorded in Book 102, page 400 of Klamath County Record of Deeds.

together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and all the estate, right, title and interest of said AMANDA V. FROST in and to said premises.

TO HAVE AND TO HOLD the above described and granted premises

8288

1 unto the said JOSEPH E. FROST and MARY ANN FROST, husband
2 and wife, their successors and assigns forever.

3 IN WITNESS WHEREOF, the said JOSEPH E. FROST, guardian of
4 the estate of AMANDA V. FROST, an incompetent person, has hereunto
5 set his hand this 23 day of October, 1967.

6 Joseph E. Frost
7 Joseph E. Frost, Guardian

8 STATE OF OREGON)
9 COUNTY OF KLAMATH) October 23, 1967

10 Personally appeared the within named JOSEPH E. FROST,
11 guardian of the estate of AMANDA V. FROST, an incompetent,
12 known to me to be the identical individual described in and
13 who executed the within instrument and acknowledged to me
14 that he executed the same freely and voluntarily.

15 IN TESTIMONY WHEREOF, I have hereunto set my hand and
16 affixed my official seal the day and year last above written.

17 Notary Public for Oregon
18 My Commission expires: 9/23/69

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23 STATE OF OREGON; COUNTY OF KLAMATH; ss.
24 Filed for record at request of Oregon Title Insurance
25 this 24 day of October, 1967, at 4:04 o'clock PM., and
26 duly recorded in Vol. M-67 of Deeds on Page 8279

27 By Dorothy Rogers
28 Fee 3.00
29 DOROTHY ROGERS, County Clerk

30 Return -
31 P.K. Puckett, Attorney
32 538 Main Street
City

PRENTISS K. PUCKETT
ATTORNEY AT LAW
FIRST FEDERAL SAVINGS
& LOAN BUILDING
KLAMATH FALLS, ORE.