

WARRANTY DEED TO CREATE ESTATE BY THE ENTIRETY

This Indenture Witnesseth, THAT

Harold J. Hendrickson and Mary Lillian Hendrickson,

husband and wife, hereinafter known as grantors, for the consideration hereinafter stated have bargained and sold, and by these presents do grant, bargain, sell and convey unto Michael G. Coogan and Linda J. Coogan, husband and wife, grantees, the following described premises, situated in Klamath County, Oregon, to-wit:

**Parcel 1:** A portion of the South half of Tract 37 of MERRILL TRACTS, Klamath County, Oregon, more particularly described as follows: Beginning at the Northeast corner of the South half of said Tract 37; thence West along the East-West center line of said Tract 37, a distance of 115.75 feet; thence South parallel with the East line of said Tract 37, a distance of 70 feet; thence East parallel with said center line of said Tract 37, a distance of 115.75 feet, more or less, to the East line of said Tract 37; thence North along the East line of said Tract 37 a distance of 70 feet, more or less, to the point of beginning.

**Parcel 2:** A portion of the North half of Tract No. 37 of MERRILL TRACTS, Klamath County, Oregon, more particularly described as follows: Beginning at the Southeast corner of the North half of said Tract 37; thence West along the East-West center line of said Tract 37, a distance of 115.75 feet; thence North parallel with the East line of said Tract 37, a distance of 21.75 feet; thence East parallel with said center line of said Tract 37, a distance of 115.75 feet, more or less, to the East line of said Tract 37; thence South along the East line of said Tract 37, a distance of 21.75 feet, more or less, to the point of beginning.

Subject to: Taxes for fiscal year commencing July 1, 1971, which are now a lien but not yet payable; Acreage and use limitations under provisions of the United States Statutes and regulations issued thereunder; Liens and assessments of Klamath Project and Klamath Irrigation District, and regulations, contracts, easements, water and irrigation rights in connection therewith; All contracts, water rights, proceedings, taxes and assessments relating to Klamath Basin Improvement District, and all rights of way for roads, ditches, canals and conduits, if any there may be; Terms and provisions of that certain instrument recorded July 24, 1970, in Vol. M-70, page 6187; City of Merrill, if any.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$22,000.00. However, the actual consideration includes other property which is part of the consideration. (Strike out the above when not applicable)

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

IN WITNESS WHEREOF, they have hereunto set their hands and seals this 17th day of September, 1971.

(SEAL) Harold J. Hendrickson (SEAL)

(SEAL) Mary Lillian Hendrickson (SEAL)

STATE OF OREGON, County of Klamath ) ss. September 17, 1971.  
Personally appeared the above named Harold J. Hendrickson and Mary Lillian Hendrickson, husband and wife,

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

Before me:

Donald W. Brown  
Notary Public for Oregon.  
My commission expires 11-12-74

After recording return to:

CCS&L

STATE OF OREGON,

County of Klamath ) ss.

I certify that the within instrument was received for record on the 6 day of OCTOBER 1971, at 2:32 o'clock PM, and recorded in book M 71 on page 10543 Record of Deeds of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

By Hazel [Signature] County Clerk-Recorder  
Deputy

Fee \$1.50

From the Office of  
GANONG, GANONG & GORDON  
First Federal Building  
Klamath Falls, Oregon 97601

22

33  
The following  
PARCEL 1:  
County, Oregon  
East corner  
center line  
the East line  
said center  
East line  
distance of  
PARCEL 2:  
County, Oregon  
corner of the  
line of said  
said center  
East line of  
a distance of

which said decrements, taxes, rents, issues, profits, and interest, to the above apparatus, equipment, furniture, and other described premises.

each agreement of \$2,800.00.

Nov 1971

This deed does not constitute a mortgage, lien, or security interest in the property described herein, and it is not to be construed as such.

The grantor hereby warrants that the above premises are free of all liens, claims, and encumbrances, and that the same are in good and lawful possession of the grantee.

The grantor covenants that the above premises shall be kept in good and lawful condition, and that the grantee shall be responsible for the same.

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