

5837 Klamath 12465

58415

Vol. 71 Page 11996

WARRANTY DEED TO CREATE ESTATE BY THE ENTIRETY

This Indenture Witnesseth, THAT ROBERT WILLIAM ALFREY and BERTHA LEE ALFREY,
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
JOHN R. DAVIS, JR., and MARION S. DAVIS
husband and wife, grantees, the following described premises, situated in Klamath County, Oregon, to-wit:

Lot 14 in Block 35 of HOT SPRINGS ADDITION to the City of Klamath
Falls, Oregon, according to the official plat thereof on file in
the office of the County Clerk, Klamath County, Oregon.

SUBJECT TO: Reservations and restrictions contained in deed from
E. P. Ivory et ux to Keith L. Rice, et ux., dated April 30, 1943,
recorded May 4, 1943, in Deed Volume 220, Page 145, records of
Klamath County, Oregon, as follows: "...reserving unto the grantors,
their heirs, administrators, executors and assigns the title to and
right to use the Southerly one-half of a garage building, which said
building is located one-half on Lot 14, Block 35, of said Hot Springs
Addition, and which said building shall be owned jointly by the
respective owners of the real property upon which the same is located."

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$25,750.00
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 owners 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, we have hereunto set our hand and seal
this 15th day of November 1971

(SEAL)

(SEAL)

STATE OF OREGON, County of Klamath) ss. November 15, 1971
Personally appeared the above named Robert William Alfrey and Bertha Lee Alfrey,
husband and wife
and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Notary Public for Oregon.
My commission expires April 19, 1973

After recording return to:

540 Main
Klamath Falls, Oregon
97601

From the Office of
GAYLORD, GORDON & SISEMORE
538 Main Street
Klamath Falls, Oregon 97601

STATE OF OREGON,) ss.
County of Klamath

I certify that the within instrument was re-
ceived for record on the 15 day of NOVEMBER,
1971 at 3:54 o'clock P.M. and recorded in book
1171 on page 11996 Record of Deeds of
said County.

Witness my hand and seal of County affixed.

By D. HIGGINS County Clerk—Recorder
Blazel Drayal Deputy

FEE \$1.50

58432

58416

THIS TRUST DEED
JOHN R. DAVIS

FIRST FEDERAL SAVINGS
existing under the laws

The grantor irrevocably
property in Klamath County

NOV 15 3 54 PM 1971

which said described real property
rents, issues, profits, water rights,
including to the above described
equipment and fixtures,
seam, shades and built-in ranges,
described premises, including all

each agreement of the grantor has
\$25,150.00 Dollars,
hereby, at and made by

This trust deed shall further secure
if any, as may be loaned hereafter by
having an interest in the above described
note or notes. If the indebtedness ever
more than one note, the beneficiary of
any of said notes or part of any payments
as the beneficiary may elect.

The grantor hereby covenants to
keep and clear of all encumbrances and
executors and administrators shall not
waive the claims of all persons whom

The grantor covenants and agrees
thereof and, when due, all taxes, assessed
said property, to keep said property in
evidence over this trust deed; to complete
hereof or the date construction is begun
promptly and in good workmanlike man-
ner, to insure said property which may be damaged
said property; to allow benefit
times during construction; to replace as
beneficiary within fifteen days after the
fact; not to remove or destroy any building
constructed on said premises; to keep a
hereafter erected upon said property in
no waste of said premises; to keep all
now or hereafter erected on said prop-
erty in a safe and sound condition and
by fire or such other hazards as the bene-
ficiary, and to deliver the original policy
approved loss payable clause in favor
premiums paid, in the principal place of
fifteen days prior to the effective date
said policy of insurance is not so tendered
beneficiary obtain insurance for the bene-
ficiary shall be non-cancelable by the grantor or
obtained.

In order to provide regularly for the
ments or other charges and insurance pre-
the beneficiary, together with and in ad-
principal and interest payable under the
herein, an amount equal to one-twelfth (1/12)
other charges due and payable with respect
ing twelve months, and also one-third (1/3)
payable with respect to said property with
such sums to be credited to the principal
several purposes thereof and shall thereupon
the beneficiary in trust as a reserve fund
loan; or, at the option of the beneficiary,
premiums, taxes, assessments or other charges
and payable.

While the grantor is to pay any an-
charges levied or assessed against said prop-
erty upon said property, such payments
policy, as aforesaid. The grantor hereby
any and all taxes, assessments and other
and property in the amounts shown by
the collector of such taxes, assessments,
insurance premiums in the amounts shown
principal or their representative.