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Page 13069

WARRANTY DEED TO CREATE ESTATE BY THE ENTIRETY

This Indenture Witnesseth, THAT Hilton R. Thomas,

hereinafter known as grantor, for the consideration hereinafter stated has bargained and sold, and by these presents does grant, bargain, sell and convey unto Robert G. Clingman and Marlene Clingman, husband and wife, grantees, the following described premises, situated in Klamath County, Oregon, to-wit:

21 Let 11 in Block 12 Tract 1003 known as THIRD ADDITION TO MOYINA.

Subject to: Regulations, including levies, liens, assessments, rights of way and easements of the South Suburban Sanitary District; Easement created by instrument recorded April 5, 1940, in Book 128, page 267, Deed Records, in favor of California Oregon Power Company, for poles and electric lines; Easement created by instrument recorded June 5, 1967 in Book M-67 at page 4178, Microfilm Records, in favor of California Pacific Utilities Company, for pipe lines; Restrictions, but omitting restrictions, if any, based on race, color, religion or national origin as shown on the recorded plat of Third Addition to Moyina; Set back provisions as delineated on the recorded plat.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 31,700.00. 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 grantor does hereby covenant to and with the said grantees, and their assigns, that he is the owner in fee simple of said premises; that they are free from all incumbrances, except those above set forth, and that he will warrant and defend the same from all lawful claims whatsoever, except those above set forth.

IN WITNESS WHEREOF, he has hereunto set his hand and seal this 10th day of December, 1971

(SEAL)

(SEAL)

December 13<sup>th</sup>, 1971

STATE OF OREGON, County of Klamath ) ss.  
Personally appeared the above named Hilton R. Thomas,

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

Before me:

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

STATE OF OREGON,

County of Klamath ) ss.

I certify that the within instrument was received for record on the 13th day of December, 1971, at 3:34 o'clock P. M., and recorded in book M-71 on page 13069. Record of Deeds of said County.

Witness my hand and seal of County affixed.

WM. B. MILNE

County Clerk-Recorder

By

Helen Clark Deputy

Fee \$1.50

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

After recording return to:

FRS4C

THIS  
ROBERT

FIRST FEDE  
existing unde

The gran  
property in K

Lot  
TO M

which said described real  
estate, issues, profits, water  
rights, and the above described  
premises, including

each agreement of the grantor  
is \$28,500.00 Dollars  
January 20

This trust deed shall further  
it any, as may be loaned hereafter  
having an interest in the above described  
note and more. If the indebtedness is  
more than one note, the beneficiary  
all of said notes or part of any part  
as the beneficiary may elect.

The grantor hereby covenants to  
free and clear of all encumbrances and  
priorities and administrators shall warrant  
against the claims of all persons whom

The grantor covenants and agrees to  
third and, when due, all taxes, assessments  
and property to keep said property free  
from all liens and encumbrances and to  
hereafter constructed on said premises  
promptly the date construction is hereafter  
said property in good workmanlike man-  
times during construction to allow the ben-  
eficiary within fifteen days after written  
fact to remove or destroy any building  
hereafter erected on said premises or any  
no part of said premises to keep all build-  
ings or other structures erected on said premises  
in a safe and sound manner and to be secured  
by this trust deed in the principal sum  
approved less payable clause in favor of the  
principal sum of the principal sum of the  
fifteen days prior to the principal sum of the  
said policy of insurance is not to be tendered  
shall be non-encumbrable for the benefit of  
the beneficiary.

In order to provide regularly for the prompt  
the beneficiary, together with and in addition  
thereby, an amount equal to one-twelfth (1/12) of  
the principal sum of the principal sum of the  
payable with interest at the rate of one per cent  
per annum, and also one-third (1/3) of the  
said trust deed shall remain in effect until the  
principal sum of the principal sum of the