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61065

Vol. 72 Page 1427

WARRANTY DEED TO CREATE ESTATE BY THE ENTIRETY

This Indenture Witnesseth, THAT William C. Corbett,

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

A tract of land situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, described as follows:

Beginning at a point which bears North 24°52' West a distance of 39 feet from the iron pin which marks the quarter section corner common to Sections 7 and 18, Township 38 South, Range 9 East of the Willamette Meridian, and running thence North 89°09' West a distance of 82.2 feet to a point; thence North 0°55' East a distance of 505.6 feet to a point; thence North 59°53' East a distance of 95.9 feet to a point; thence South 0°55' West a distance of 555 feet, more or less, to the point of beginning, said tract being situated in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 7, Township 38 South, Range 9 East of the Willamette Meridian.

Subject to: Easements and rights of way of record and those apparent on the land, if any.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 13,000.00.
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 grantor do es 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 as above stated, 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 1st day of February, 1972
(SEAL) William C. Corbett (SEAL)

STATE OF OREGON, County of Klamath) ss. February 7, 1972
Personally appeared the above named William C. Corbett,

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

James W. Wesley
JAMES W. WESLEY
Notary Public for Oregon
My commission expires 1-20-76

Before me:
James W. Wesley
Notary Public for Oregon.
My commission expires 1-20-76

After recording return to:
Mr. & Mrs. Virgil J. Rasdal
2235 Radcliffe
Klamath Falls, ORE 97601

STATE OF OREGON,)
County of Klamath) ss.

I certify that the within instrument was received for record on the 8 day of FEBRUARY, 1972, at 3:34 o'clock P.M., and recorded in book M 72 on page 1427 Record of Deeds of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

By Harold J. Craig County Clerk—Recorder
Deputy

FEE \$2.00

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

Mr. & Mrs. William C. Corbett
RT 3, Box 1042, Sengstacke Lane
Klamath Falls, Oregon 97601

FEB 8 13 34 PM 1972

8. Mortgagee shall be entitled to all compensation and damages received under right of eminent domain, or for any security voluntarily released, same to be applied upon the indebtedness.

9. Not to lease or rent the premises, or any part of same, without written consent of the mortgagee:

10. To promptly notify mortgagee in writing of a transfer of ownership of the premises or any part or interest in same, and to furnish a copy of the instrument of transfer to the mortgagee; a purchaser shall pay interest as prescribed by ORS 407.070 on all payments due from the date of transfer; in all other respects this mortgage shall remain in full force and effect.

The mortgagee may, at his option, in case of default of the mortgagee, perform same in whole or in part and all expenditures made in so doing including the employment of an attorney to secure compliance with the terms of the mortgage or the note shall draw interest at the rate provided in the note and all such expenditures shall be immediately repayable by the mortgagee without demand and shall be secured by this mortgage.

Default in any of the covenants or agreements herein contained or the expenditure of any portion of the loan for purposes other than those specified in the application, except by written permission of the mortgagee given before the expenditure is made, shall cause the entire indebtedness at the option of the mortgagee to become immediately due and payable without notice and this mortgage shall be subject to foreclosure.

The failure of the mortgagee to exercise any options herein set forth will not constitute a waiver of any right arising from a breach of the covenants.

In case foreclosure is commenced, the mortgagee shall be liable for the cost of a title search, attorney fees, and all other costs incurred in connection with such foreclosure.

Upon the breach of any covenant of the mortgage, the mortgagee shall have the right to enter the premises, take possession, collect the rents, issues and profits and apply same, less reasonable costs of collection, upon the indebtedness and the mortgagee shall have the right to the appointment of a receiver to collect same.

The covenants and agreements herein shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

It is distinctly understood and agreed that this note and mortgage are subject to the provisions of Article XI-A of the Oregon Constitution, ORS 407.010 to 407.210 and any subsequent amendments thereto and to all rules and regulations which have been issued or may hereafter be issued by the Director of Veterans Affairs pursuant to the provisions of ORS 407.020.

WORDS: The masculine shall be deemed to include the feminine, and the singular the plural where such connotations are applicable herein.

ACKNOWLEDGMENT

STATE OF OREGON,

Klamath

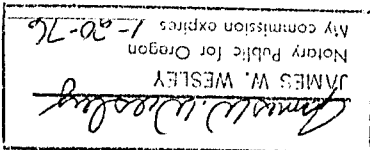
ss.

Before me, a Notary Public, personally appeared the within named

Virgil J. Rasdal and Judy A. Rasdal

act and deed.

WITNESS by hand and official seal the day and year last above written.



My Commission expires

MORTGAGE

Notary Public for Oregon

FROM TO Department of Veterans Affairs

STATE OF OREGON,

Klamath

ss.

I certify that the within was received and duly recorded by me in

Klamath

County Records, Book of Mortgages,

No. M-72, Page 1428, on the 8th day of FEBRUARY 1972 WM. D. MILNE

County CLERK

By *Virgil J. Rasdal* DeputyFiled ~~XXXX~~ FEBRUARY 8, 1972 3:34 P.M. at o'clock

Klamath

By

County Deputy

FEE \$4.00

After recording return to:
DEPARTMENT OF VETERANS AFFAIRS
General Services Building
Salem, Oregon 97310
Form 1-4 (Rev. 5-71)

SP-68068-274