

#0140163 TA 28-4296

Page 1633

WARRANTY DEED TO CREATE ESTATE BY THE ENTIRETY

This Indenture Witnesseth, THAT PAUL H. CHITWOOD and RUTH O. CHITWOOD,

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

JACK F. CODY, JR. and DOROTHY R. CODY,

husband and wife, grantees, the following described premises, situated in Klamath County, Oregon, to-wit:

Lot 9 and the South 6 feet of Lot 10, LEWIS TRACTS.

Subject to: Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Enterprise Irrigation District; 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 \$17,150.00. 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, they have hereunto set their hands and seals this 9th day of February, 1973

(SEAL) Paul H. Chitwood (SEAL)

(SEAL) Ruth O. Chitwood (SEAL)

STATE OF OREGON, County of Klamath ss. February 13th, 1973.

Personally appeared the above named Paul H. Chitwood and Ruth O. Chitwood,

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

Before me:

Sherald V. Brown

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

After recording return to:

2943 S. 6th
City

STATE OF OREGON,

County of Klamath ss.

I certify that the within instrument was received for record on the 14th day of Feb. 1973, at 11:28 o'clock A.M., and recorded in book M-73 on page 1633. Record of Deeds of said County.

Witness my hand and seal of County affixed.

WM D. MILNE

By Sherard V. Brown County Clerk-Recorder
Deputy

FEE \$ 2.00

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

THIS TRUST DEED
EDWARD J.

FIRST FEDERAL SAV
existing under the law

#0140163

THIS TRUST DEED
JACK F. CODY, JR.

FIRST FEDERAL SAV
existing under the law

The grantor irrev
property in Klamath

Lot 9

which said described real prop
rents, issues, profits, water right
taining to the above described
apparatus, equipment and fixtu
leum, shades and built-in range
described premises, including al

each agreement of the grantor
(\$13,050.00) Dollars
beneficiary or order and made
March 15

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

The grantor hereby covenants to
herein that the said premises and p
free and clear of all encumbrances
executors and administrators shall w
against the claims of all persons wh

The grantor covenants and agree
thereof and, when due, all taxes, asse
said property; to keep said property
evidence over this trust deed; to compl
or hereafter constructed on said prem
hereof or the date construction is her
promptly and in good workmanlike m
said property which may be damaged
costs incurred therefor; to allow ben
times during construction; to replace
beneficiary within fifteen days after
that; not to remove or destroy any bu
hereafter erected on said premises; to kee
no waste of said premises; to keep al
by fire or hereafter erected on said prem
in a sum not less than the original p
secured by this trust deed, in a compa
approved loss payable clause in favor
premium paid, to the principal place o
fifteen days prior to the effective date
said policy of insurance is not so ten
discretion obtain insurance for the bene
shall be non-cancelable by the grantor
obtained.

In order to provide regularly for the
ments or other charges and insurance pr
the beneficiary, together with and in
principal and interest payable under the
hereby, an amount equal to one-twelfth (1
other charges due and payable with respect
ing twelve months, and also one-thirtieth
payable with respect to said property with
this trust deed remains in effect, as estab
such sums to be credited to the principal
several purposes thereof.