

78953

KNOW ALL MEN BY THESE PRESENTS, That I, Dean J. Hall, a single man, grantor, in consideration of Ten and no/100 Dollars, to me paid by William C. Dockery and Edith M. Dockery, husband and wife, grantees, do hereby grant, bargain, sell and convey unto the said grantees, as tenants by the entirety, their heirs and assigns, all the following real property, with the tenements, hereditaments and appurtenances, situated in the County of Klamath, and State of Oregon, bounded and described as follows, to-wit:

The Southerly 80 feet of Lot 2 in Block 6, Lakeside Addition to the City of Klamath Falls, Oregon, according to the duly recorded plat thereof on file and of record in the Office of the County Clerk of Klamath County, Oregon.

Subject to all easements, reservations and restrictions of record, if any.

To Have and to Hold the above described and granted premises unto the said grantees as tenants by the entirety, their heirs and assigns forever.

And I, the grantor, covenant that I am lawfully seized in fee simple of the above granted premises free from all incumbrances, except as hereinabove set forth;

and that I will and my heirs, executors and administrators, shall warrant and forever defend the above granted premises, and every part and parcel thereof, against the lawful claims and demands of all persons whomsoever, except as hereinabove set forth.

Witness my hand and seal this 20th day of March, 1957.

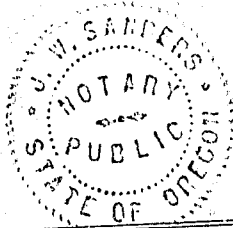
Dean J. Hall. (SEAL)

STATE OF OREGON,

County of Klamath, ss. On this 20th day of March, 1957, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Dean J. Hall, a single man, who is

known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



J. W. Sanders
Notary Public for Oregon.
My Commission expires Oct. 1, 1958.

WARRANTY DEED

DEAN J. HALL, a single man,

TO
WILLIAM C. DOCKERY and
EDITH M. DOCKERY, husband
and wife.

AFTER RECORDING RETURN TO

William C. Dockery,
P.O. Box 221
Madsen, Calif
96058

(DON'T USE THIS SPACE! RESERVED FOR RECORDING LABEL IN COUNTER WHERE USED.)

FEE \$2.00

STATE OF OREGON,

County of Klamath, ss.

I certify that the within instrument was received for record on the 16th day of JULY, 1957, at 2:59 o'clock P.M., and recorded in book M.73 on page 9054. Record of Deeds of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

By Hazel Chagel, County Clerk-Recorder.
Deputy.

9056

and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that when, and if, vendee shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said instruments to vendee, but that in case of default by vendee said escrow holder shall, on demand, surrender said instruments to vendor.

within 30 days of date due

But in case vendee shall fail to make the payments aforesaid, or any of them, ~~and~~ upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then vendor shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due and payable; (3) To specifically enforce the terms of the agreement by suit in equity; (4) To declare this contract null and void, and in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all the right and interest hereby created or then existing in favor of vendee derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and re-vest in vendor without any declaration of forfeiture or act of reentry, and without any other act by vendor to be performed and without any right of vendee of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

Should vendee, while in default, permit the premises to become vacant, Vendor may take possession of same for the purpose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by vendor he shall not be deemed to have waived his right to exercise any of the foregoing rights.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, vendee agrees to pay reasonable cost of title report and title search and such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provision hereof shall in no way affect vendor's right hereunder to enforce the same, nor shall any waiver by vendor of such breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

In construing this contract, it is understood that vendor or the vendee may be more than one person; that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators and assigns.

Witness the hands of the parties the day and year first herein written.

x M. M. Howell
x Verda R. Howell
Alme L. Ailshire
Daniel A. Stephens
Marjorie Ralph

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 13th day of July, 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named M. M. HOWELL (aka M. N. Howell), & Verda R. Howell, husband and wife, and, ALME L. AILSHIRE, DANIEL STEPHENS and MARJORIE RALPH.

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon
My Commission expires 1-1-75

FORM NO. 23 - ACKNOWLEDGMENT
STEVENS-NEES LAW PUB. CO., PORTLAND, ORE.