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KNOW ALL MEN BY THESE PRESENTS, That Glenn F. Mudder and Betty L.

Mudder, husband and wife, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by Charles L. Daniels, Jr.

, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

Beginning at the Southwest corner of Homedale Tract #25; thence South 43° 30' East 152.1 feet; thence South 66° 33' East 102.5 feet; thence North 26° 30' East 105.6 feet; thence North 48° 44' West 326.2 feet; thence South 0° 20' West 158.4 feet to the place of beginning, and being portions of Homedale Tracts #24 and 25, Klamath County, Oregon.

EXCEPTING THEREFROM the following described tract:

Commencing at the Southwest corner of said Lot #25; thence North 0° 20' East, 5.60 feet to the true point of beginning; thence South 88° 10' East, 87.79 feet; thence North 1° 11' East, 78.01 feet, to the North boundary of the above described tract; thence North 48° 44' West along said boundary 117.69 feet, to the East boundary of Homedale Road; thence South 0° 20' West, 152.80 feet to the true point of beginning.

Subject, however, to the following:

1. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Enterprise Irrigation District.
2. Regulations, including levies, liens, assessments, rights of way and easements of the South Suburban Sanitary District.
3. Mortgage, including the terms and provisions thereof, dated February 21, 1973, recorded February 22, 1973 in Book M-73 at page 1893, Microfilm Records, given to secure the payment of \$40,000.00, with interest thereon and such future advances as may be provided therein, executed by Glenn F. Mudder and Betty L. Mudder, husband and wife, to First Federal Savings and Loan Association of Klamath Falls, a Federal corporation, which Grantees assume and agree to pay, the present unpaid balance of which is \$39,382.99 to First Federal Savings and Loan Association.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances, except as noted of record as of the date of this deed and those apparent upon the land, if any, as of the date of this deed;

and that grantor will 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 those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$53,500.00. However, the actual consideration consists of or includes other property or value given or promised which is ~~not~~ consideration (indicate which).

In construing this deed and where the context so requires, the singular includes the plural.

WITNESS grantor's hand this 1st day of May, 1974.

Glenn F. Mudder

Betty L. Mudder

NOTE—The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.030.

Until a change is requested, all tax statements shall be sent to the following name and address

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Klamath

Together with
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or at any time during
TO HAVE AND
heirs, executors, admin
This mortgage
following is a substantial

\$117.01
Each of the undersigned
Betty L. Mudder, h
SIX THOUSAND ONE HUND
with interest thereon at the rate
in monthly
monthly installments
on the 1st
month day of June
not paid, the whole
holder of the whole
and

5426

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 1st day of May, 1974, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Glenn F. Mudder and Betty L. Mudder, husband and wife

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.

Marlene T. Addington
Notary Public for Oregon
My commission expires

Marlene T. Addington
Notary Public for Oregon.
My Commission expires 3-21-77

WARRANTY DEED

(FORM No. 703)

STEVEN-NEES LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON

County of Klamath

ss.

I certify that the within instrument was received for record on the 1st day of May, 1974, at 4:00 o'clock P.M., and recorded in book N74 on page 5425 or as file number 88411, Record of Deeds of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

COUNTY CLERK

Title.

By *Marlene T. Addington* Deputy.

FEE \$4.00

RETURN TO

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GRANTORS, ROB

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This is

by Glen

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TO HAVE

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This mortgage

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\$6,117.01

Each of the undersigned
Betty L. Mudder, h

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on the 1st day of
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not paid, the whole
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