

91205  
WHEN RECORDED MAIL TO:  
Transamerica Title Insurance Co.  
600 Main Street  
Klamath Falls, Oregon 97601

MAIL TAX STATEMENTS TO:  
Edgar F. Downing  
5410 Bartlett Avenue  
Klamath Falls, Oregon 97601

(DON'T USE THIS  
SPACE; RESERVED  
FOR RECORDING  
LABEL IN COUN-  
TIES WHERE  
USED.)

STATE OF OREGON

County of \_\_\_\_\_  
I certify that the within instru-  
ment was received for record on the  
\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded  
in book \_\_\_\_\_ on page \_\_\_\_\_ or as  
filing fee number \_\_\_\_\_, Rec-  
ord of Deeds of said County.

Witness my hand and seal of  
County of \_\_\_\_\_

By \_\_\_\_\_ Title  
Deputy

KNOW ALL MEN BY THESE PRESENTS, That SHARON R. ELLIS

hereinafter called the grantor, for the consideration hereinafter stated,  
to grantor paid by EDGAR F. DOWNING and ANNA L. DOWNING, husband and wife

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, sit-  
uated in the County of KLAMATH and State of Oregon, described as follows, to-wit:

Lot 1 in Block 2 of Tract No. 1088, known as FERNDAL, Klamath County,  
Oregon.

SUBJECT TO:

Conditions and restrictions, including utility easements and setback  
provisions, as delineated on the recorded plat of the above said tract.

ALSO SUBJECT TO:

Trust Deed, including the terms and provisions thereof, dated  
December 21, 1973, recorded December 28, 1973 in Book M-73, at  
page 16493, Microfilm Records, wherein Grantor is the Trustor,  
(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

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 above set forth

and that  
grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the law-  
ful 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 \$33,900.00

IN WITNESS WHEREOF, the said grantor has hereunto set her hand and seal of office, this 23rd day of July, 1974.

In construing this deed and where the context so requires, the singular includes the plural,  
WITNESS grantor's hand this 23rd day of July, 1974.

STATE OF OREGON, County of Klamath, ss.  
Personally appeared the above named Sharon R. Ellis

July 23rd, 1974

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

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon  
My commission expires

8-12-77

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GIACOMINI, JONES & ZAMSKY  
ATTORNEYS AT LAW  
A PROFESSIONAL CORPORATION  
628 MAIN STREET  
KLAMATH FALLS, OREGON

8948

William Ganong is the Trustee and First Federal Savings and Loan Association of Klamath Falls, Oregon, a corporation is the beneficiary. Grantees do hereby expressly assume and agree to pay the unpaid balance owing First Federal Savings and Loan Association of Klamath Falls, Oregon, a corporation, as of July 22, 1974 plus interest thereon at the rate set forth in said note and trust deed from the 22nd day of July, 1974, which is secured by said trust deed and obligation, and to fully perform the terms and provisions of the promissory note secured by said trust deed and the terms and provisions of said trust deed itself. Grantees, therefore, covenant and agree with Grantor, with regards to said trust deed, to:

(a) Pay and perform the terms thereof as provided in said trust deed and the obligations secured thereby.

(b) Not to increase the amount of the trust deed by incurring any further indebtedness and to reduce the present unpaid balance of the trust deed obligation according to the terms and provisions of the promissory note secured by said Trustee.

(c) To hold Grantor harmless from and to indemnify Grantor against any and all liability, loss, or damage that Grantor might otherwise suffer by reason of said trust deed, including, but not limited to claims, costs, demands, attorneys' fees, or judgments and to defend Grantor from any claims brought or suits or any actions filed against Grantor by reason of the aforesaid trust deed to the extent that the same are based upon any defalcation thereof by Grantees. This indemnity and hold harmless agreement shall not extend to any defalcations occasioned by Grantor.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA TITLE I S. CO

this 23rd day of JULY A. D. 1974 at 11:52 o'clock A.M., and

duly recorded in Vol. 114, of 1974 on Page 8917

FFB 4 11,00

By Wm D. MILNE, County Clerk  
Margaret Dugan