

92048

WARRANTY DEED

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KNOW ALL MEN BY THESE PRESENTS, That **THEODORE FRANKLIN BECHTEL and TESSIE ELAINE BECHTEL**, husband and wife, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by **WALLACE G. WELMAN and CHARLOTTE W. WELMAN**, husband and wife, hereinafter called the grantees, does hereby grant, bargain, sell and convey unto the said grantee and grantees'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: Lot 4 in Block 3 of **MAZAMA GARDENS**, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SUBJECT TO: 1974-75 real property taxes which are now a lien, but not yet payable, and all future real property taxes and assessments; liens and assessments of Klamath Project and Klamath Irrigation District, and regulations, contracts, easements, water and irrigation rights in connection therewith; rules, regulations and assessments of South Suburban Sanitary District; reservations and restrictions contained in the dedication of Mazama Gardens; Declaration of Conditions and Restrictions, including the terms and provisions thereof, dated 9/18/68, recorded 9/19/68 in Volume M-68, page 8485, Microfilm Records of Klamath County, Oregon.

(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 said 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 \$ 30,000.00. However, the actual consideration consists of or includes other property or value given or promised by the grantee, consideration of which is hereby acknowledged by the grantor. In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 22 day of August, 1974. If a corporate grantor, it has caused its name to be signed and affixed by its officers duly authorized thereby by order of its board of directors.

(If executed by a corporation, affix corporate seal)

Theodore Franklin Bechtel
Tessie Elaine Bechtel

STATE OF OREGON,)
County of **Klamath**)
August 22, 1974

Personally appeared the above named **Theodore Franklin Bechtel and Tessie Elaine Bechtel**, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me, *Donald B. Sloan*
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires **Mar 3, 1974**

STATE OF OREGON, County of) ss.

Personally appeared _____, who, being duly sworn, each for himself and not one for the other, did say that the former is the _____ president and that the latter is the _____ secretary of _____, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:
Notary Public for Oregon
My commission expires:

(OFFICIAL SEAL)

Theodore Franklin Bechtel and Tessie Elaine Bechtel

GRANTOR'S NAME AND ADDRESS

Wallace G. Welman and Charlotte W. Welman
107 So. 7th St.
Klamath Falls, Oregon

GRANTEE'S NAME AND ADDRESS

After recording return to:
Don Sloan, Realtor
107 So. 7th St.
Klamath Falls, Oregon

Until a change is received all further statements shall be sent to the following address:
First Federal Savings & Loan Ass'n.
1001 1/2 6th Street
Klamath Falls, Oregon

STATE OF OREGON,) ss.

County of **Klamath**
I certify that the within instrument was received for record on the 16th day of **AUGUST**, 1974, at 12:18 o'clock P.M., and recorded in book **M. 74** on page **9997**, or as filed number **99018**, Record of Deeds of said county. Witness my hand and seal of County affixed.

SPACE RESERVED
FOR
RECORDER'S USE

Wm. D. Hill

Recording Officer

4. The entering upon and taking possession of said property, the collection of such rents, issues and profits or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof, as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. The grantor shall notify beneficiary in writing of any sale or contract for sale of the above described property and furnish beneficiary on a form supplied it with such personal information concerning the purchaser as would ordinarily be required of a new loan applicant and shall pay beneficiary a service charge.

6. Time is of the essence of this instrument and upon default by the grantor in payment of any indebtedness secured hereby or in performance of any agreement made by the grantor hereunder, the grantor shall declare all sums secured hereby immediately due and payable by delivery to the trustee of written notice of default and election to sell the trust property. The said notice of default and election to sell shall be given to the trustee by registered mail, return receipt requested, and the beneficiary shall deposit with the trustee this trust deed and all notes and documents evidencing indebtedness secured hereby, wherever the trustee may be at the time and place of sale and give notice thereof as then required by law.

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announcement at the time fixed by the preceding paragraph. The trustee shall deliver to the purchaser his deed in form as required by law, conveying the property as sold, but without any covenant or warranty, express or implied, the recitals in the deed of any matters or facts shall be constructive proof of the truthfulness thereof. Any person, excluding the trustee but including the grantor or his beneficiary, may purchase at the sale.

2. When the Trustee sells pursuant to the power provided herein, the trustee shall apply the proceeds of the trustee's sale as follows: (1) To pay the expenses of the sale including the compensation of the attorney and the reasonable charge by the attorney for his services; (2) To pay the taxes and the expenses of the sale including the compensation of the attorney and the reasonable charge by the attorney for his services; (3) To pay the interest on the trust deed; (4) To all persons having recorded liens subsequent to the interest of the trustee in the trust deed; (5) To the grantor of the trust deed or to his priority; (6) The surplus, if any, to the grantor of the trust deed or to his successor in interest entitled to such surplus.

10. For any reason permitted by law, the beneficiary may from time to time appoint a successor or successors to the trust named herein, or to any time appoint a successor or successors to the trust named herein, and without recourse to the court, by executing a written instrument in the following form: "I, the undersigned, do hereby appoint _____ as my successor, and I hereby confer upon the said successor, the latter shall be vested with all the powers, rights and duties of the beneficiary of the trust named herein, and all duties conferred upon any trustee of the trust named herein, and such appointment shall be made by written instrument executed by the said beneficiary, containing reference to this trust deed and to the provisions of the said trust deed which relate to the appointment of the beneficiary, containing reference to this trust deed and to the provisions of the said trust deed which relate to the appointment of the beneficiary, and such appointment shall be attested, shall be conclusive proof of the appointment of the successor trustee."

11. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record, as provided by law. The trustee is not obligated to carry any duty to the beneficiaries of the trust under any other deed of trust or any action or proceeding in which the trustee is named or involved, or in which any party unless such action or proceeding is brought by the trustee.

12. This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legal devisees, administrators, executors, successors or assigns, and their heirs, legal devisees, administrators, executors, successors or assigns, of the note secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the word "deed" includes this deed and the master and the singular number "it" include the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand and seal the day and year first above written.

Ms. Wallace & Welman (SEAL)

Charles W. Walman (SEAL)

STATE OF OREGON

County of San Diego, State of California, ss. August 11, 1977, before me, the undersigned judge of the Superior Court of the County of San Diego, State of California, personally appeared James E. Smith, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Notary Public in and for said county and state, personally appeared WALLACE G. WELMAN AND CHARLOTTE W. WELMAN, husband and wife

WALLACE G. WELLMAN AND CHARLOTTE E. WELLMAN

they executed the same freely and voluntarily for the uses and purposes therein expressed.

I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public for Oregon
My commission expires: 9-19-76

Trust No.

TRUST DEED

To Grantor

FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION

Beneficiary

After Recording Return To:

FIRST FEDERAL SAVINGS
AND LOAN CO.
Klamath Falls, Oregon

I certify that the within instrument was received for record on the 16th day of August, 1974, at 12:18 o'clock P.M., and recorded in Book 17, Page 9998.

Record of Mortgages of said County.

Witness my hand and seal of County of Klamath, Oregon, this 16th day of August, 1974.

WM. D. MILNE
Wm. D. Milne

REQUEST FOR WILL RECONVEYANCE

TO: William Garong.....

TO: William Ganong, Trustee

of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed and due to said trust deed as of the date of the death of said trust deed are hereby assigned to you.

The undersigned in the order herein and hereby assigns to you of any sums secured by said trust deed and due to said trust deed as of the date of the death of said trust deed. You hereby are directed, on payment to you of any sums secured by said trust deed (which are delivered to you herewith together with said assignment) to cancel all obligations of indebtedness secured by said trust deed and to deliver to you the proceeds of said trust deed the entire sum held by you under the

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