

11189

WARRANTY DEED

Vol. 76 Page 3374

KNOW ALL MEN BY THESE PRESENTS, That

WAYNE D. WOODWICK and JUNE M. WOODWICK, husband and wife

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by

MICHAEL JAMES BILYEU and LEE ANNE BILYEU, 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, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

Lot 51 of LAMRON HOMES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, TOGETHER WITH a 15 foot strip of land situated in the SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of SE $\frac{1}{4}$, Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the Southeast corner of Lot 51, LAMRON HOMES SUBDIVISION: thence South 0° 07' East a distance of 15 feet to the South line of Section 11; thence North 89° 56' West along the South line of Section 11 a distance of 85 feet; thence North 0° 07' West a distance of 15 feet to the Southwest corner of Lot 51; thence South 89° 56' East along the South line of Lot 51, 85 feet to the point of beginning.

(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:

1. Statutory powers, including power of assessment, of South Suburban Sanitary District.
2. Statutory powers, including power of assessment, of Klamath Irrigation District.

(continued on the reverse side hereof) 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 \$ 34,500.00

RECORDING NOTICE: This deed is subject to the provisions of the Oregon Recording Act, ORS 93.030. (The sentence between the symbols (1) and (2), if not applicable, should be deleted. See ORS 93.030.)

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 9th day of March, 1976; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If executed by a corporation, affix corporate seal)

STATE OF OREGON, } ss.
County of Klamath
March 9, 1976

Personally appeared the above named

Wayne D. Woodwick and

June M. Woodwick

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

Before me: *Paul J. McEl*
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires: 3/25/77

STATE OF OREGON, County of _____ ss.
_____, 19____

Personally appeared _____ and _____ 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: _____ (OFFICIAL SEAL)
Notary Public for Oregon
My commission expires: _____

WOODWICK

GRANTOR'S NAME AND ADDRESS

BILYEU

GRANTEE'S NAME AND ADDRESS

After recording return to:

Michael James and Lee Anne Bilyeu
5048 Sturdivant
Klamath Falls, Oregon 97601
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

First Federal Savings & Loan
540 Main Street
Klamath Falls, Oregon 97601

STATE OF OREGON, } ss.

County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19____

at _____ o'clock _____ M., and recorded in book _____ on page _____ or as file/fee number _____

Record of Deeds of said county.
Witness my hand and seal of County affixed.

By _____ Recording Officer
_____ Deputy

SPACE RESERVED
FOR
RECORDER'S USE

11189

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SUBJECT TO: (continued)

3. Building setback line 15 feet from Sturdivant Avenue as shown on dedicated plat.
4. Utility and proposed irrigation ditch as shown on dedicated plat. (Rear 8 feet)
5. Reservations, restrictions and easements in plat dedication, to wit:
 "1. A 15-foot building setback line as shown. 2. An eight foot easement along the back of all lots for future sanitary sewers and public utilities, said easement to provide ingress and egress for construction and maintenance of such utilities with no structures being permitted thereon and any plantings being placed thereon at the risk of the owner. 3. The use of the land is for residential purposes only and is limited to one residential building per lot. 4. Architectural Standards shall be no less than the minimum requirements of the Federal Housing Authority specifications. The eight-foot easement along the back of all lots is granted to the public for utility use only as above specified and includes perpetual right for ditches to convey irrigation water as shown."
6. Covenants, conditions and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms and provisions thereof, recorded July 23, 1958 in Volume 301, page 380, and March 19, 1959 in Volume 310, page 638, all Dead Records of Klamath County, Oregon.
7. Mortgage, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein:
 Dated: July 23, 1971
 Recorded: July 26, 1971 in Volume M71, page 7780, Microfilm Records of Klamath County, Oregon
 Amount: \$17,500.00
 Mortgagor: Wayne D. Woodwick and June M. Woodwick, husband and wife
 Mortgagee: First Federal Savings and Loan Association of Klamath Falls
 The Grantees named herein assume and agree to pay said Mortgage.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of MOUNTAIN TITLE CO

this 10th day of MARCH A. D. 19 76 at 8:30 o'clock A. M., and

only recorded in Vol. M 76, of DEEDS on Page 3374

FEE\$ 6.00

W. D. MILNE, County Clerk

By *Hazel Drayle*

FORM No. 633-WARRANTY

1-1-74

KNOW ALL

hereinafter called

WAYNE D.

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