

1-1-74

14414

WARRANTY DEED

vol. 76 Page 8057

KNOW ALL MEN BY THESE PRESENTS, That ROBERT LEE ELLIS and BEVERLY JEAN ELLIS, husband and wife,

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by BRADLEY GENE SMITH and MARIE ANNETTE SMITH, 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 431 of Block 126, MILLS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk 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

(LISTED ON REVERSE SIDE)

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 \$ 26,000.00.

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 26th day of May, 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)

Robert Lee Ellis
Beverly Jean Ellis

STATE OF OREGON,

County of Klamath

May 26, 1976

Personally appeared the above named ROBERT LEE ELLIS and BEVERLY JEAN ELLIS, husband and wife,

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

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 11-12-78

STATE OF OREGON, County of _____) ss.

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:

Robert Lee Ellis & Beverly Jean Ellis

GRANTOR'S NAME AND ADDRESS

Bradley G. & Marie A. Smith

GRANTEE'S NAME AND ADDRESS

After recording return to:

FFSL

2943 S. 6th
Klamath Falls, Or. 97601

NAME, ADDRESS, ZIP

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

FFSL

2943 S. 6th
Klamath Falls, Or. 97601

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of _____) ss.

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/reel number _____.

Record of Deeds of said county.

Witness my hand and seal of County affixed.

Recording Officer

By _____ Deputy

SPACE RESERVED
FOR
RECORDER'S USE

EXCEPTIONS:

8058

1. Reservations and restrictions from MILLS ADDITION as contained in deed from Klamath Korporation, as follows:

RESTRICTIONS FOR DARROW ADDITION
RESTRICTIONS FOR MILLS ADDITION and MILLS SECOND ADD.

1. This indenture is made under and subject to the express condition that no alcoholic, vinous, malt or intoxicating liquor of any kind shall ever be sold or given away, or exposed for sale, or disposed of as a beverage in any place of public resort upon the land herein above mentioned, or any part thereof; and also on the condition that no saloon or place for the sale or giving away, or exposing for sale, or disposition of alcoholic, vinous, malt or intoxicating liquor of any kind to be drank upon or near the premises, shall ever be built, erected, occupied, used or maintained upon said land, or any part thereof; and this indenture is still further made, under and subject to the express condition that said land shall never be used as a dumping ground for refuse or any other matter, deleterious to the health of the community, or place for the collection of swill, or as a place for the keeping or raising of hogs, all said conditions to remain in full force and effect forever, and a breach of any one or more of all said conditions shall render this indenture void and the lands herein above described, shall, without notice or entry, revert to the Seller or its successor without any compensation or obligation to the Purchaser, his heirs and assigns; to have and to hold the said premises unto the said Purchaser, his heirs and assigns forever, subject to the reservations, exceptions, covenants and conditions aforesaid.

2. For the purpose of causing said premises to conform in appearance and utility with other property in the same vicinity; and for the mutual benefit of both parties hereto, the Seller expressly reserves to itself the right to plant such trees as it shall deem necessary or advisable in front of said property facing on Orchard Avenue.

3. And it is further agreed between the said parties, that the Seller does hereby reserve to itself, its survivors, successors and assigns, the right forever to build, construct and operate transportation lines, water, gas, telephone and electric light systems on, through and over all roads, ways, streets and alleys in said Mills Addition, Mills Second Addition, or Darrow Addition, and the free and unobstructed use thereof for the purpose of constructing and laying therein said systems.

2. Agreement, including the terms and provisions thereof, for the use of hot water well, recorded, August 29, 1955, in Page 108, Deed Records of Klamath County, Oregon.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Insurance Co

this 1 day of June A. D. 1976 at 1:38 o'clock P M., and

duly recorded in Vol. M 76, of deeds on Page 8057

6.00

Wm D. MILNE, County Clerk

B7