

27678

38151

WARRANTY DEED

Vol. 17 Page 5697

KNOW ALL MEN BY THESE PRESENTS, That

Everett Kendall & Geraldine Kendall, husband and wife

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

Vern H. Bakie and Emily M. Bakie, 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 3, Block 2, FAIRHAVEN SUB, Klamath County, Oregon.

Lot 3, Block 2 of FAIRHAVEN HEIGHTS, Klamath County, Oregon.

This deed is being re-recorded to correct legal description.

(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

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 \$3,800.00

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols ©, 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 24 day of March, 1977; 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,

County of Grant,

March 24, 1977.

Personally appeared the above named

Everett Kendall and Geraldine

Kendall, husband and wife

and acknowledged the foregoing instru-

ment to be their voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 4-28-78

STATE OF OREGON, County of) ss.

Personally appeared, 19

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 be-

half 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)

Everett Kendall

161 N.E. 1st Street

John Day, OR 97845

GRANTOR'S NAME AND ADDRESS

Vern Bakie

Route 3, Box 204

Klamath Falls, OR 97601

GRANTEE'S NAME AND ADDRESS

After recording return to:

Certified Mortgage Company

928 Klamath Avenue

Klamath Falls, OR 97601

NAME, ADDRESS, ZIP

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

Vern Bakie

Route 3, Box 204

Klamath Falls, OR 97601

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of Klamath

I certify that the within instru-
ment was received for record on the
5th day of APRIL, 1977,
at 4:04 o'clock P.M., and recorded
in book M 77 on page 5697 or as
file/reel number 27678.Record of Deeds of said county.
Witness my hand and seal of
County affixed.

INDEXED

FEE \$ 3.00

Recording Officer

Deputy

20811

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 31st day of October A. D. 1977 at 11:05 clock A.M., and

fully recorded in Vol. M77, of Deeds on Page 20810

Wm D. MILNE, County Clerk
By Burneth H. Leitch

Fee \$6.00

38152

Vol. 7

NOTE AND MORTGAGE

THE MORTGAGOR

JOHN G. HOUGHTON and SANDRA A. HOUGHTON, As Tenants
 mortgages to the STATE OF OREGON, represented and acting by the Director of Veterans Affairs,
 the described real property located in the State of Oregon and County of Klamath

Lot 3 in Block 7 of SECOND ADDITION TO WINEMA GARDENS, Klamath

together with the tenements, hereditaments, rights, privileges, and appurtenances including roof
 with the premises; electric wiring and fixtures; furnace and heating system; water heaters;
 ventilating, water and irrigating systems; screens, doors, window shades and blinds, shutters;
 coverings, built-in stoves, ovens, electric sinks, air conditioners, refrigerators, freezers, dishwash-
 installed in or on the premises; and any shrubbery, flora, or timber now growing or hereafter
 replacements of any one or more of the foregoing items, in whole or in part, all of which are her-
 land, and all of the rents, issues, and profits of the mortgaged property

to secure the payment of Two Thousand Four Hundred Ten and no/100---
 (\$2,410.00---), and interest thereon, and as additional security for an existing oblig-
 owing of Thirty Two Thousand Five Hundred Two and 51/100---
 evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON
 Two Thousand Four Hundred Ten and no/100---
 interest from the date of initial disbursement by the State of Oregon, at the rate of 5.9-
 Thirty Two Thousand Five Hundred Two and 51/100---
 interest from the date of initial disbursement by the State of Oregon, at the rate of 5.9-
 interest from the date of initial disbursement by the State of Oregon, at the rate of ---
 until such time as a different interest rate is established pursuant to ORS 407.072
 principal and interest to be paid in lawful money of the United States at the office o-
 in Salem, Oregon, as follows: \$213.00--- on or before December 15,
 \$ 213.00 on the 15th of each month--- thereafter plus one
 the ad valorem taxes for each successive year on the premises described in the mortg-
 amount of the principal, interest and advances shall be fully paid, such payments to
 unpaid principal, the remainder on the principal.
 The due date of the last payment shall be on or before November 15, 20
 In the event of transfer of ownership of the premises or any part thereof, I will
 and the balance shall draw interest as prescribed by ORS 407.070 from date of such tra-
 This note is secured by a mortgage, the terms of which are made a part hereof.

Dated at KLAMATH FALLS, OREGON

OCTOBER

31 1977

JOHN G. HOUGHTON
 SANDRA A. HOUGHTON

The mortgagor or subsequent owner may pay all or any part of the loan at any time

This mortgage is given in conjunction with and supplementary to that certain mortgage
 Oregon, dated February 15, 1977, and recorded in Book Vol. M-77, page 2754

County, Oregon, which was given to secure the payment of a note in the amount of \$32,6-
 as security for an additional advance in the amount of \$2,410.00 together with
 previous note, and the new note is evidence of the entire indebtedness

The mortgagor covenants that he owns the premises in fee simple, has good right to
 from encumbrance, that he will warrant and defend same forever against the claims and de-
 covenant shall not be extinguished by foreclosure, but shall run with the land

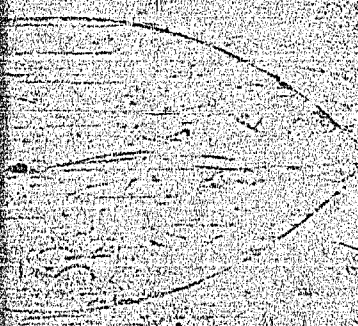
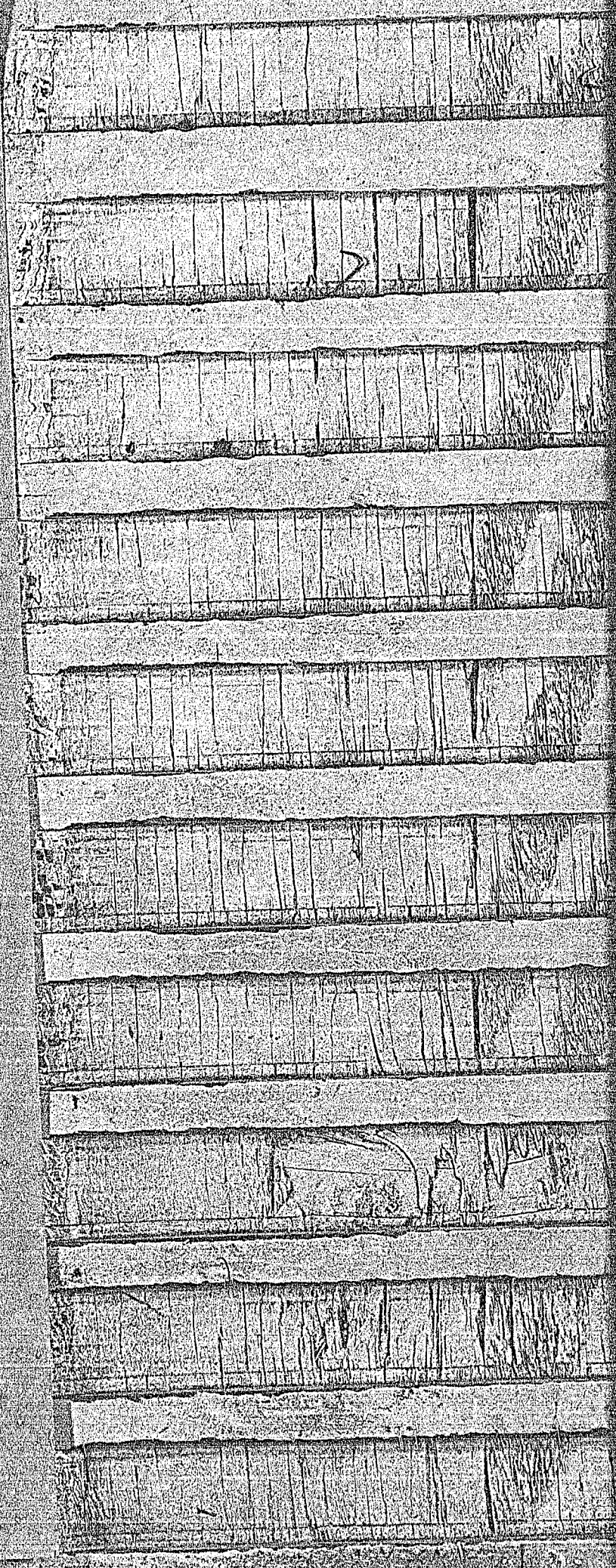
MORTGAGOR FURTHER COVENANTS AND AGREES

1. To pay all debts and moneys secured hereby;
2. Not to permit the buildings to become vacant or unoccupied; not to permit the removal
 improvements now or hereafter existing; to keep same in good repair; to complete a
 accordance with any agreement made between the parties hereto;
3. Not to permit the cutting or removal of any timber except for his own domestic use;
4. Not to permit the use of the premises for any objectionable or unlawful purpose;
5. Not to permit any tax, assessment, lien, or encumbrance to exist at any time;
6. Mortgagee is authorized to pay all real property taxes assessed against the premises
 advances to bear interest as provided in the note;
7. To keep all buildings unconditionally insured during the term of the mortgage against
 company or companies and in such an amount as shall be satisfactory to the mortg-
 policy with receipts showing payment in full of all premiums; all such insurance
 insurance shall be kept in force by the mortgagor in case of foreclosure until the p-

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Deputy

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