

FORM No. 633--WARRANTY DEED (Individual or Corporate) MTC #4600-B STEVENS-HERR LAW PUBLISHING CO., PORTLAND, OR, 97204

39014

WARRANTY DEED Vol. 77 Page 22179

KNOW ALL MEN BY THESE PRESENTS, That ROBERT G. LEEELING and CAROL JOEANN LEEELING, husband and wife

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by FRANCIS E. PARSONS and RUBY R. PARSONS, husband and wife

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, State of Oregon, described as follows, to-wit:

Lot 10 in Block 6 of FIRST ADDITION TO KELENE GARDENS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SUBJECT TO:

1. Rules, regulations and statutory powers of Klamath Irrigation District.
2. Rules, regulations and statutory powers of South Suburban Sanitary District.
3. Building Set-back line 20 feet from street as shown on dedicated plat.
4. Public utilities easement along rear 8 feet as shown on dedicated plat.
5. Reservations as contained in plat dedication.

(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 set forth hereinabove

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 \$35,900.00

However, the actual consideration consists of or includes other property or value given or promised which is the whole or part of the 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 14th day of November, 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 Klamath, ss. November 14, 1977

Personally appeared the above named Robert G. Leeling and Carol Joeann Leeling

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

Before me, Notary Public for Oregon My commission expires: 3-22-81

STATE OF OREGON, County of Klamath, ss. November 14, 1977

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:

STATE OF OREGON, County of Klamath, ss. November 14, 1977

I certify that the within instrument was received for record on the 15th day of NOVEMBER, 1977, at 10:59 o'clock A.M., and recorded in book 777 on page 22179, or as file/reel number 39014

Record of Deeds of said county.

Witness my hand and seal of County affixed.

WM. D. MILNE, Recording Officer

By Kenneth A. Black, Deputy

FEE \$ 3.00

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording return to:

Mr. & Mrs. Francis E. Parsons

7344 Hager Way

Klamath Falls, Oregon 97601

NAME, ADDRESS, ZIP

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

Dept. of Veterans' Affairs

1225 Perry S.E.

Salem, Oregon 97316

NAME, ADDRESS, ZIP

39015

NOTE AND MORTGAGE MTC #4600-B Vol. 77 Page 22180

THE MORTGAGOR FRANCIS E. PARSONS and RUBY R. PARSONS, husband and wife

mortgages to the STATE OF OREGON, represented and acting by the Director of Veterans' Affairs, pursuant to ORS 407.030, the following described real property located in the State of Oregon and County of Klamath

Lot 10, Block 6, FIRST ADDITION TO KELENE GARDENS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

together with the tenements, hereditaments, rights, privileges and appurtenances including roads and easements used in connection with the premises; electric wiring and fixtures; furnace and heating system, water heaters, fuel storage receptacles; plumbing, ventilating, water and irrigating systems; screens, doors, window shades and window shutters; cabinets, built-in stoves and floor coverings, built-in stoves, ovens, electric sinks, air conditioners, refrigerators, freezers, dishwashers; and all fixtures now or hereafter installed in or on the premises; and any shrubbery, trees, or timber now growing or hereafter planted or growing thereon; and any replacements of any one or more of the foregoing items, in whole or in part, all of which are hereby declared to be appurtenant to the land, and all of the rents, issues, and profits of the mortgaged property.

to secure the payment of Thirty Four Thousand One Hundred Five and no/100----- Dollars

( \$34,105.00-----, and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON Thirty Four Thousand One Hundred Five and no/100----- Dollars (\$34,105.00-----), with interest from the date of initial disbursement by the State of Oregon, at the rate of 5.9----- percent per annum 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 of the Director of Veterans' Affairs in Salem, Oregon, as follows:

\$208.00----- on or before January 15, 1978----- and \$208.00 on the 15th of each month----- thereafter, plus one-twelfth of----- the ad valorem taxes for each successive year on the premises described in the mortgage, and continuing until the full amount of the principal, interest and advances shall be fully paid, such payments to be applied first as interest on the unpaid balance, the remainder on the principal.

The due date of the last payment shall be on or before December 15, 2005-----

In the event of transfer of ownership of the premises or any part thereof, I will continue to be liable for payment and the balance shall draw interest as prescribed by ORS 407.070 from date of such transfer.

This note is secured by a mortgage, the terms of which are made a part hereof.

Dated at Klamath Falls, Oregon

November 14, 1977

The mortgagor or subsequent owner may pay all or any part of the loan at any time without penalty.

The mortgagor covenants that he owns the premises in fee simple, has good right to mortgage same, that the premises are free from encumbrance, that he will warrant and defend same forever against the claims and demands of all persons whomsoever, and this 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 or demolition of any buildings or improvements now or hereafter existing; to keep same in good repair; to complete all construction within a reasonable time in 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, not to commit or suffer any waste;
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 and add same to the principal, each of the advances to bear interest as provided in the note;
7. To keep all buildings continuously insured during the term of the mortgage against loss by fire and such other hazards in such company or companies and in such an amount as shall be satisfactory to the mortgagee; to deposit with the mortgagee all such policies with receipts showing payment in full of all premiums; all such insurances shall be made payable to the mortgagee; insurance shall be kept in force by the mortgagor in case of foreclosure until the period of redemption expires;



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Continuation of Description:

00" East, 131.79 feet; thence South 89° 52' 00" East, 188.71 feet; thence South 00° 08' 00" West, 131.79 feet; thence North 89° 52' 00" West, 188.71 feet to the point of beginning containing 0.57 acres more or less.

SUBJECT TO: (1) Easements and rights of way of record or apparent on the land; (2) 1973-74 taxes; (3) all contract, statutes, regulations, water rights, proceedings, taxes and assessments relating to irrigation, drainage or reclamation which may affect said land; (4) rules, regulations, assessments and charges of Mallory Enterprises, a public utility corporation; and (5) an easement for access roadway purposes over the Southerly 10 feet of the above described property.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

filed for record on request of

his 15th day of NOVEMBER A. D. 1977 at 10:23 o'clock A.M., and

fully recorded in Vol. M77 of DEEDS on Page 22163

FEE \$ 6.00

Wm D. MILNE, County Clerk

By *Berachard Detrich*

