

53578

WARRANTY DEED

Vol. 18 Page 17130

KNOW ALL MEN BY THESE PRESENTS, that

ROBERT HALL

hereafter called the Grantor, for the consideration hereinafter to be granted paid by EDWARD C. BRENNAN, hereafter called the Grantee, his heirs, successors and assigns, that certain real property with the appurtenances, easements and appurtenances thereunto belonging or appertaining, situated in the County of Clatsop, State of Oregon, described as follows, to wit:

SHE ATTACHED DESCRIPTION

SUBJECT TO: Reservations, restrictions, rights of way and easements of record and those apparent on the land.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal of office, on the day and date first above written.

To Have and to Hold, the same unto the Grantee, his heirs, successors and assigns forever. And the Grantor hereby covenants to defend, maintain and guarantee the title and grantee's heirs, successors and assigns, that the same is lawfully vested in the Grantee, his heirs, successors and assigns, free from all encumbrances except as hereinafter set forth.

and that the Grantor will warrant and forever defend the same against all and sundry claims and demands of all persons whatsoever except those claiming under the above described encumbrances.

The true and actual consideration paid for this deed, stated in words of dollars is \$35,500.00. However, the actual consideration consists of the value of the property of value given or promised which is the consideration in this deed and where the consideration is not stated in words of dollars, it shall be deemed to be the value of the property given or promised which is the consideration in this deed and where the consideration is not stated in words of dollars, it shall be deemed to be the value of the property given or promised which is the consideration in this deed.

In Witness Whereof, the Grantor has hereunto set his hand and seal of office, on the 28th day of December, 1977, at the City of Portland, Oregon.

(If executed by a corporation, with corporate seal)

STATE OF OREGON, County of Clatsop, ss. I, the County Clerk, do hereby certify that the within instrument was duly recorded on the 28th day of December, 1977, at the City of Portland, Oregon, and that the same is now on file in my office, and that the same is a true and correct copy of the original as the same appears from the records of my office.

Robert Hall  
Edward C. Brennan  
Box 142  
Kenosha, Oregon  
Edward C. Brennan  
Box 142  
Kenosha, Oregon  
1225 Perry Street S.E.  
Salem, Oregon

STATE OF OREGON,  
County of Clatsop,  
I certify that the within instrument was received for record on the 28th day of December, 1977, at the City of Portland, Oregon, and that the same is now on file in my office, and that the same is a true and correct copy of the original as the same appears from the records of my office.

4. The land situated in the NE 1/4  
SW 1/4 SE 1/4 of Section 36, Township 19 S  
Range 12 W M. more particularly described  
as follows:

10

Beginning at the SE 1/16 corner of said Section 3, as shown on recorded survey No. 2450, as recorded in the office of the County Auditor, thence S 00° 00' 15" E 1/4 mile to the NE 1/4 corner of said

[illegible][illegible]

The *Wittig* magazine was the first to come to mind as the

Wm. D. Miller, County Clerk  
 of the County of Santa Clara,  
 do hereby certify that the  
 foregoing is a true and correct  
 copy of the original of the  
 same as the same is on file  
 in the office of the County  
 Clerk of the County of Santa  
 Clara, California.



THE UNIVERSITY OF CHICAGO PRESS

NOTE: NEW YORK CITY



Edward Carey, Kansas

55

being disposed real property located in the State of Oregon, and County of Multnomah.

|   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |
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| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 | 49 | 50 | 51 | 52 | 53 | 54 | 55 | 56 | 57 | 58 | 59 | 60 | 61 | 62 | 63 | 64 | 65 | 66 | 67 | 68 | 69 | 70 | 71 | 72 | 73 | 74 | 75 | 76 | 77 | 78 | 79 | 80 | 81 | 82 | 83 | 84 | 85 | 86 | 87 | 88 | 89 | 90 | 91 | 92 | 93 | 94 | 95 | 96 | 97 | 98 | 99 | 100 |

[illegible]

23. For on THIRTY NINE HUNDRED AND NO/100 Dollars

promise to pay to the STATE OF OREGON, LINDLEY H. JOSE, Treasurer, Five Hundred and no/100-  
~~Five Hundred and no/100 Dollars~~ Five Hundred and no/100 Dollars, with interest from the date of  
 this assignment by the State of Oregon, on or before the 1st day of January 1920 at the rate of 5 percent per annum with such time as a  
 different interest rate is prescribed otherwise. If the principal or interest is to be paid in law or in any other United

[illegible]

The due date of the 1st payment shall be on or before 12/31/85. 12/31/2000

In the event of transfer of ownership of the premises on or after 12/31/85, I will continue to be liable for payment and the balance and any interest as provided by G.S. 47-266, or any law of such transfer.

Climate Falls, Oregon

|   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
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The defendant or plaintiff is responsible for all the costs of the hearing, the trial, and the appeal.

1 To pay all costs, including court costs, hereby.

[illegible]

6. Mortgagee is authorized to pay all real property taxes, assessments, and other charges on the premises and add same to the principal sum of the advances to him. Interest is provided for in the body.

insured shall be paid in full by the mortgagee in case of damage to and loss of insured property.

1. Mortgages shall be entitled to all consideration and benefits provided under right of eminent domain, or for any security value.

2. Not to lease or rent the premises, or any part of same, without written consent of the mortgagee.

3. To promptly notify mortgagee in writing of a transfer of possession of the premises or any part in interest in, except time to furnish a copy of the instrument of transfer to the mortgagee. The mortgagee shall pay interest as prescribed by ORS 407.020 and all payments due from mortgagee to lender in full after transfer of the premises shall remain in full force and effect.

The mortgagee shall, at its option, in case of default of the mortgagor, collect same in whole or in part and all expenditures made in so doing including the cost of a suit to enforce the mortgage, together with the expenses of the mortgagee given before the expenditure is made shall entitle the mortgagee to the credit of the mortgage and become immediately due and payable without notice and this mortgage shall be subject to foreclosure.

Default is any of the covenants or agreements herein contained or the expenditure of any portion of the loan for purposes other than those specified in the mortgage, except as provided for in the mortgage given before the expenditure is made shall entitle the mortgagee to the credit of the mortgage and become immediately due and payable without notice and this mortgage shall be subject to foreclosure.

The failure of the mortgagor to exercise any option herein set forth shall constitute a waiver of any right arising from a breach of the covenants.

In case foreclosure is commenced, the mortgagee shall pay the cost of title search, attorney fees, and all other costs incurred in connection with such foreclosure.

Upon the breach of any covenant of the mortgage, the mortgagee shall have the right to enter the premises, take possession upon the indebtedness and the mortgagee shall have the right to foreclose on a judgment of collection.

The covenants and agreements herein shall extend to and bind upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

It is expressly understood and agreed that this mortgage and mortgage are subject to the provisions of Article XIV of the Oregon Constitution, ORS 407.020 to 407.025 and any amendments thereto and to any laws or rules hereafter enacted by the Oregon Legislature in pursuance to the provisions of Article XIV of the Oregon Constitution.

WORDS: The foregoing shall be deemed to include the singular and the plural where such connections are applicable hereon.

IN WITNESS WHEREOF, the mortgagors have set their hand and seal at the city of \_\_\_\_\_, State of \_\_\_\_\_, this \_\_\_\_\_ day of August, 1978.

*[Signature]*  
Cecilia B. Brennan (Seal)

*[Signature]*  
(Seal)

STATE OF OREGON  
County of Klamath

Before me, a Notary Public, personally appeared Edward Carey Brennan & Avelina B. Brennan and acknowledged the foregoing instrument to be their act and deed.

WITNESS my hand and official seal this day and year last above written.

*[Signature]*  
Linda Miller  
Notary Public for Oregon  
My Commission Expires July 13, 1983

NOTARIAL CERTIFICATE

193347

STATE OF OREGON  
County of Klamath

I certify that the within instrument was acknowledged by the parties named therein on the \_\_\_\_\_ day of August, 1978, at \_\_\_\_\_, Oregon.

By Bernard J. Kirsch Deputy

Filed August 4, 1978 at Klamath Falls, Oregon

County of Klamath Bernard J. Kirsch Deputy

DEPARTMENT OF VETERAN AFFAIRS  
General Services Building  
Salem, Oregon 97310

Form 1-1 (Rev. 5-77)