

KNOW ALL MEN BY THESE PRESENTS, That Hugh M. Jenkins and Joecean Jenkins, husband and wife,  
hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by Shawne M. Nutting, 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 documents, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

Lot 5, Block 18, FAIRVIEW ADDITION NO. 2 TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

Subject, however, to the following:  
1. 1978-1979 taxes, a lien in an amount to be determined, but not yet payable.  
2. Grantee herein assumes and agrees to pay the existing mortgage against said property, of which the balance currently due is \$3938.44 with interest paid to August 15, 1978, and to perform in full the terms and conditions thereof, said mortgage having been made by mortgagors Hugh M. Jenkins and Joecean Jenkins, husband and wife, to Aloma Hull, Mortgagee, on May 27, 1975, and recorded on May 29, 1975, at page 5948 of Volume M-75, Book of Mortgages, Klamath County, Oregon.  
(For continuation of this document, see reverse side of this deed.)

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 grantee is lawfully seized in fee simple of the above granted premises, free from all encumbrances except as noted of record as of the date of this deed and those apparent upon the land, if any, as of the date of this deed,  
and that grantee 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 \$ 14,900.00  
However, the actual consideration consists of or includes other property or value given or promised which is not herein considered (if other than cash) (If the sentence between the symbols D, 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 25 day of September, 1978; 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.

*Hugh M. Jenkins*  
Hugh M. Jenkins  
*Joecean Jenkins*  
Joecean Jenkins

(If executed by a corporation, affix corporate seal)

STATE OF OREGON, )  
County of Klamath ) ss.  
September 25, 1978

(Personally appeared the above named Hugh M. Jenkins and Joecean Jenkins, husband and wife,  
and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:  
(OFFICIAL SEAL)  
Notary Public for Oregon  
My commission expires: 12/31/79

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:

GRANTOR NAME AND ADDRESS  
GRANTEE NAME AND ADDRESS  
After recording, return to:  
TA - Donna  
1310 Lockout  
Klamath, 97601  
1310 Lockout  
Klamath, 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/reel 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

3. Granted herein assumes and agrees to pay the existing mortgage against said property, on which the balance currently due is \$2798.13 with interest paid to August 15, 1978, and to perform in full the terms and conditions thereof, said mortgage having been made by mortgagors Hugh M. Jenkins and Jocelyn Jenkins, husband and wife, to Glen A. Butler and Esther M. Butler, husband and wife, mortgagees, on May 27, 1975, and recorded on May 29, 1975, at page 5950 of Volume 1-75, Book of Mortgages, Klamath County, Oregon.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

and for record at request of Transamerica Title Co.  
the 26th day of September A.D. 1978 at 10:43 o'clock A.M., and  
fully recorded in Vol. 178 of Deeds on Page 21265

Wm D. MILNE, County Clerk

Fee \$6.00

By Rebecca R. Decker