

1-1-74

K-31419

61032

WARRANTY DEED—TENANTS BY ENTIRETY

Vol. 1779

1075

KNOW ALL MEN BY THESE PRESENTS, That H. Kurt Wohltjen and Deborah J. Wohltjen, husband and wife,

hereinafter called the grantor, for the consideration hereinafter stated to the grantor paid by Gary B. Wangeman and Umpai Wangeman

, husband and wife, hereinafter called the grantees, does hereby grant, bargain, sell and convey unto the grantees, as tenants by the entirety, the heirs of the survivor and their 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:

The Northwesternly 60 feet of Lot 5 and the Northwesternly 60 feet of the Westerly 5 feet of Lot 6 all in Block 5 of Original Town, now City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Subject, however, to the following:

1. Assessments and charges of the City of Klamath Falls for monthly water and/or sewer service.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the above described and granted premises unto the said grantees, as tenants by the entirety, their heirs and assigns forever.

And grantor hereby covenants to and with grantees and the heirs of the survivor and their assigns, that grantor 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 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 \$29,575.00

~~However, the actual consideration consists of or includes other property or value given or promised which is part of the~~ consideration (indicate which). (The sentence between the symbols <sup>Ⓢ</sup>, 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 15 day of January, 1979; 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.

by: H. Kurt Wohltjen

Deborah J. Wohltjen, his attorney in fact  
Deborah J. Wohltjen

## FORM No. 159—ACKNOWLEDGMENT BY ATTORNEY-IN-FACT.

STATE OF OREGON,

County of Klamath

ss.

On this the 15th day of January, 1979 personally appeared Deborah J. Wohltjen who, being duly sworn (or affirmed), did say that she is the attorney in fact for H. Kurt Wohltjen and that she executed the foregoing instrument by authority of and in behalf of said principal; and she acknowledged said instrument to be the act and deed of said principal.

Before me:

(Official Seal)

Notary for Oregon (Signature)

My commission expires 8-5-79

(Title of Officer)

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instrument was received for record on the 15th day of January, 1979 at 3:10 o'clock P.M. and recorded in book 1779 on page 1075 or as file/reel number 61032

Record of Deeds of said county.

Witness my hand and seal of County affixed.

Wm. D. Milne

Recording Officer  
By: [Signature] Deputy

Fee \$3.00

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording return to:

Wangeman  
104 N. 5th St.

NAME, ADDRESS, ZIP

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

DA 124 N. 5th St.

NAME, ADDRESS, ZIP

K-31419

61033

NOTE AND MORTGAGE

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Gary B. Wangeman and Umpai Wangeman

THE MORTGAGOR.

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.

The northwesterly 60 feet of Lot 5 and the Northwesterly 60 feet of the westerly 5 feet of Lot 6 all in Block 5 of Original Town, now City of Klamath Falls, 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 blinds, shutters; cabinets, built-ins, linoleums 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, flora, 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 Twenty Eight Thousand Twenty Five and no/100-----Dollars

(\$ 28,025.00-----) and interest thereon, evidenced by the following promissory note:

I promise to pay to the STATE OF OREGON Twenty Eight Thousand Twenty Five and no/100 Dollars (\$ 28,025.00-----), 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:

\$ 179.00----- on or before April 1, 1979----- and \$ 179.00 on the 1st 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 March 1, 2003-----

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, OR

January 15, 1979

Gary B. Wangeman  
Gary B. Wangeman  
Umpai Wangeman  
Umpai Wangeman

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 unceasingly 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 insurance 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;