

1974

DEED OF RECONVEYANCE

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61038

KNOW ALL MEN BY THESE PRESENTS, That the undersigned trustee or successor trustee under that certain trust deed dated May 31, 1977, executed and delivered by Raymond G. Bidegary, husband & wife as grantor and recorded on June 1, 1977, in the Mortgage Records of Klamath County, Oregon, in book M77 at page 9561 or as file/reel number _____ (indicate which), conveying real property situated in said county described as follows:

All of Lot 4 and the North 85 feet of Lots 29 thru 32 both inclusive, HOMELAND TRACTS #2, Klamath County, Oregon.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

having received from the beneficiary under said trust deed a written request to reconvey, reciting that the obligation secured by said trust deed has been fully paid and performed, hereby does grant, bargain, sell and convey, but without any covenant or warranty, express or implied, to the person or persons legally entitled thereto, all of the estate held by the undersigned in and to said described premises by virtue of said trust deed.

In construing this instrument and whenever the context hereof so requires, the masculine gender includes the feminine and neuter and the singular includes the plural.

IN WITNESS WHEREOF, the undersigned trustee has executed this instrument; if the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its Board of Directors.

DATED: January 8, 1979.

D. L. Hoots

(If executed by a corporation, affix corporate seal)

Trustee

(If the trustee who signs above is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,

STATE OF OREGON, County of _____) ss.

County of Klamath } ss.
January 8, 1979.

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,

Personally appeared the above named D. L. Hoots

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

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.

(OFFICIAL SEAL)

Before me: Dickie J. Hargrave

Dickie J. Hargrave

Notary Public for Oregon

My commission expires 10/2/81

Notary Public for Oregon

My commission expires _____

(OFFICIAL SEAL)

Raymond & Lorene Bidegary
2890 Patterson
Klamath Falls, OR 97601
GRANTOR'S NAME AND ADDRESS

Security Savings & Loan Assoc.
222 South Sixth Street
Klamath Falls, OR 97601
GRANTEE'S NAME AND ADDRESS

After recording return to:

Raymond & Lorene Bidegary
2890 Patterson
Klamath Falls, OR 97601
NAME, ADDRESS, ZIP

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

NAME, ADDRESS, ZIP

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 M79 on page 1087 or as file/reel number 61038

Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne

Recording Officer

By Shirley S. Smith Deputy

Fee \$3.00

61039

AGREEMENT AND EASEMENT

THIS AGREEMENT made and entered into this 15th day of January, 1979, by the undersigned KENNETH W. DARROW and EARL E. DARROW, their heris, successors and assigns, a perpetual nonexclusive easement for road and utility purposes, and purposes incidental thereto for ingress and egress to all future property owners along and upon existing means of access and in particular that road along said property as of the date of this conveyance and right of way over the following described property:

The Northerly 30 feet of the S $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 16, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.
EXCEPTING THEREFROM any portion lying within Parcel 1 as set forth in that Bargain and Sale deed dated January 15, 1979.

Said right of ingress and egress and right of way shall be for the benefit and use of all future property owners, their heirs, successors and assigns, and shall run with the land in which they have an interest, and that no party of interest shall install either a gate, chain or other obstruction that will prevent or interfere with future parties from a full use of the easement hereby granted.

This easement is appurtenant to the real property owned by grantors and described herein.

Grantors reserve the right to use said road for purposes of access. Except as to the rights herein granted, the grantors shall have the full use and control of the above described real estate.

This easement is granted subject to all prior easements or encumbrances of record.

KENNETH W. DARROW, one of the grantors herein, is the owner of that property described as the Middle Parcel and agrees to share the expense of road maintenance 50-50 with any future grantee buying the parcel described as the Southwesterly Parcel.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties