

**64491**

## WARRANTY DEED

Vol. <sup>M</sup>79 Page

64491  
KNOW ALL MEN BY THESE PRESENTS, That Jerry DeBellis  
witnessed by Louis C.

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by Louis C. Gilder, hereinafter called

hereinafter called the grantor, for the consideration hereinabove stated, to-wit: \_\_\_\_\_, hereinafter called  
Gilder \_\_\_\_\_,  
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 ap-  
portioning to the County of Klamath \_\_\_\_\_ and State of Oregon, described as follows, to-wit:  
\_\_\_\_\_ MILLS ADDITION TO THE CITY OF

the grantee, does hereby grant, bargain, sell and convey, assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto in anywise in anywise pertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit: The South 1/2 of Lot 603 in Block 103, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, Klamath County, Oregon.

KLAMATH FALLS, Klamath County, Oreg  
 however, to the following:

The South 1/2 of Lot 10, Section 36, T12N, R12E, S1E, Klamath County, Oregon.  
Klamath Falls, Klamath County, Oregon.  
Subject, however, to the following:  
Unrecorded Contract of Sale dated September 11, 1970, between Bert McMahan and Carrie K. McMahan, husband and wife, Vendor, to Gerald Eugene Brown and Majesty Brown, husband and wife, as Vendee. The Vendors' interest in said unrecorded Contract was assigned to Margaret Woody on August 30, 1972 and on March 2, 1973 the Vendees assigned their interest in said unrecorded Contract of Sale to Diane McNair. This Contract is not assumed by Louis C. Gilder and Jerry DeBellis covenants that he will hold him harmless therefrom.  
Unrecorded Contract of Sale dated July 29, 1974, between Diane McNair, Vendor, and Louis C. Gilder and Jerry DeBellis, husband and wife, as Vendees. This Contract is not assumed by Louis C. Gilder and Jerry DeBellis.

Unrecorded Contract of Sale dated July 29, 1974, between Diane McNair, Vendor, and Jerry DeBellis, Vendee, which Contract is not assumed by Louis C. Gilder and Jerry DeBellis covenants that he will hold him harmless therefrom.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

(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 said 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;

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 \$ 71,000.00  
and demands of all persons whomsoever, except those claiming under this instrument, is \$ 71,000.00

©However, the actual consideration consists of or includes other property or value given or promised which is the whole part of the consideration (indicate which). ©(The sentence between the symbols ©, if not applicable, should be deleted. See ORS 93.030.)  
Constructing this deed and where the context so requires, the singular includes the plural and all grammatical constructions equally to corporations and to individuals.

1976..

In construing this deed and where the context so requires, the singular shall include the plural and vice versa, and the whole shall be construed together and where the context so requires, the singular shall include the plural and vice versa.

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 9th day of January, 1976.

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.

Jerry DeBellis  
Jerry DeBellis

(If executed by a corporation,  
affix corporate seal)

STATE OF OREGON,

County of Klamath  
January 9th

Personally appeared the above named  
Jerry DeBellis

and acknowledged the foregoing instru-  
ment to be his voluntary act and deed.

(OFFICIAL SEAL)

Notary Public for Oregon  
My commission expires .....

STATE OF OREGON, County of \_\_\_\_\_ ss.  
10 \_\_\_\_\_

Personally appeared \_\_\_\_\_, 19\_\_\_\_ 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 \_\_\_\_\_

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 be-  
half 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:

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 23rd day of March, 1979, at 12:01 o'clock P.M., and recorded in book M79 on page 6590 or as file/reel number 64491.

Record of Deeds of said county.  
Witness my hand and seal of  
County affixed.

Wm. D. Milne  
By Bernetha D. Hirsch Recording Officer  
Deputy

Fee \$3.00

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

**After recording return to:**

After recording return to:  
 Quin C. Becker  
 2541 Madison Ctr.

NAME, ADDRESS, ZIP

NAME, ADDRESS, CITY

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

NAME, ADDRESS, ZIP