

KNOW ALL MEN BY THESE PRESENTS, That JAMES H. MC KEANE and MARIE M. MC KEANE, husband and wife, do 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 appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

Lots 110, 111, and 112, ODESSA SUMMER HOME SITES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

continued on the reverse side of this deed.

(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 grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except as stated on the reverse side 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 \$62,000.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration indicated which. (The sentence between the symbols 0, 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 14th day of September, 1981; 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.

(If executed by a corporation, affix corporate seal)

JAMES H. MC KEANE

MARIE M. MC KEANE

STATE OF OREGON,

STATE OF OREGON, County of

County of Klamath

September 14, 1981

Personally appeared

Personally appeared the above named JAMES H. MC KEANE and MARIE M. MC KEANE, husband and wife

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

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

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.

Notary Public for Oregon
My commission expires: 6/19/83

Before me: Notary Public for Oregon
My commission expires:

Mr. & Mrs. James H. McKeane
3113 Bristol Space #53
Klamath Falls, OR 97601

Mr. & Mrs. John Symoniak, Jr.
Harriman Rd Box 47
Klamath Falls, OR 97601

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of 1981, 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.

SPACE RESERVED FOR RECORDER'S USE

By Recording Officer Deputy

After recording return to:

SAME AS GRANTEE

NAME, ADDRESS, ZIP

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

SAME AS GRANTEE

NAME, ADDRESS, ZIP

- continued from the reverse side of this deed -

SUBJECT TO:

1. Taxes for the fiscal year 1981-1982, a lien, not yet due and payable.
2. A 20 foot building setback from street.
3. Restrictions and easements as contained in plat dedication, to wit:
"subject to setback lines of not less than 20 feet from street boundaries and an easement strip 10.0 feet in width with right of ingress and egress at the rear of all lots for public utilities."
4. Agreement concerning the operation of the dam and control of water levels of Upper Klamath Lake, recorded in Volume 63, page 459, Deed Records of Klamath County, Oregon.
5. Covenants, conditions, and restrictions, and easements, but omitting restrictions, if any, based on race, color, religion, or national origin, imposed by instrument, including the terms and provisions thereof, recorded January 8, 1959, in Volume 308, page 401, Deed Records of Klamath County, Oregon.
6. Trust Deed, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.

Dated: November 16, 1977

Recorded: December 28, 1977

Volume: M77, page 24997, Microfilm Records of Klamath County, Oregon

Amount: \$28,700.00

Grantor: James H. McKeane and Marie M. McKeane, husband and wife

Trustee: Mountain Title Company

Beneficiary: Peoples Mortgage Company, a Washington Corporation

The beneficial interest under said Trust Deed was assigned by instrument dated March 20, 1978, recorded October 17, 1978, in Volume M78, page 23182, Microfilm Records of Klamath County, Oregon.

To: Franklin Savings Bank of New York

The Grantee named on the reverse side of this deed hereby agrees to assume and pay the above described Trust Deed.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record as a copy of

this 14th day of Sept. A.D. 1978 at 1:02 P.M.

duly recorded in Vol. M-81, of Deeds on a 16274

EVELYN BIEHN, Clerk

By *[Signature]*, Deputy

Fee \$8.00

