

25350

SPECIAL WARRANTY DEED

Vol. 12477-K Page 10531KNOW ALL MEN BY THESE PRESENTS, That Ward Marshall and Mabel S. Marshall,
H/W, WROSfor the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto Jack Ulan, hereinafter called grantor,hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Klamath State of Oregon, described as follows, to-wit:

Parcel 1 The N $\frac{1}{2}$ of that portion of the following described tract of land lying within the W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the W. $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 2, Township 35 S., Range 7 E. of the W. M. in the County of Klamath State of Oregon described as follows: Commencing at the intersection of the Southerly or Westerly boundary of the Sprague River and W. boundary of the W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section; thence Easterly, Southerly and Westerly along the bend of the Sprague River to the W. boundary of W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 2; thence N. along the W. boundary of the W $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ and the W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ to the point of beginning. Parcel 2, The following described real property in the County of Klamath, State of Oregon, lying Southerly and Westerly of the Sprague River: The E $\frac{1}{2}$ E $\frac{1}{2}$ of Section 2, Township 35 S., Range 7 E. of the W.M.; EXCEPTING the following parcel: A Tract of land in the W $\frac{1}{2}$ of Section 1 and E $\frac{1}{2}$ E $\frac{1}{2}$ of Section 2 Township 35 S., Range 7 E. of the W.M., more particularly described as follows: Beginning at a point on the W. boundary of the E $\frac{1}{2}$ E $\frac{1}{2}$ of said Section 2 said point being 375 feet S., of the centerline running E. and W. through said Section 2; thence E. parallel to said centerline to the E. boundary of section 2; thence N. along the E. boundary of said Section 2 to a point 375 feet N. of the E. quarter corner of said Section 2; thence E. parallel to the centerline running E. and W. through said Section 1, to the E. boundary of the W $\frac{1}{2}$ NE $\frac{1}{4}$ of said Section 1; thence S. along the E. boundary of said Section 1; thence W. along the S. boundary of said Sections 1 and 2 to the SW corner of the E $\frac{1}{2}$ E $\frac{1}{2}$ of said Section 2; thence N. along the W. boundary of the E $\frac{1}{2}$ E $\frac{1}{2}$ of said Section 2 to the point of beginning. SUBJECT TO easements, conditions, restrictions and reservations of record and to any liens or encumbrances suffered or allowed by Ulan and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And the grantor hereby covenants to and with the said grantee and grantee's heirs, successors and assigns that said real property is free from encumbrances created or suffered thereon by grantor and that grantor will warrant and defend the same and every part and parcel thereof against the lawful claims and demands of all persons claiming by, through, or under the grantor.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 49,900.00

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which) (The sentence between the symbols @, 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 29 day of June, 1983; 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)

STATE OF OREGON,

County of MarionJune 29, 1983

Personally appeared the above named

Ward Marshall and Mabel S. Marshall

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

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires 11-12-83

STATE OF OREGON, County of _____) ss.

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 _____

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:

Notary Public for Oregon

My commission expires: _____

(OFFICIAL SEAL)

MARSHALL, Ward et ux

GRANTOR'S NAME AND ADDRESS

STONE, Lee L.Box 226Chiloquin, OR 97624 File #7663

GRANTOR'S NAME AND ADDRESS

After recording return to:

Mortgage BancorporationP.O. Box 230Salem OR 97308 Attn. Cheri

NAME, ADDRESS, ZIP

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

STONE, Lee L.as above

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of Klamath

) ss.

I certify that the within instrument was received for record on the 5th day of July, 1983, at 11:40 o'clock A. M., and recorded in book/reel/volume No. M83 on page 10531 or as document/fee/file/instrument/microfilm No. 25350 Record of Deeds of said county.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk

NAME

TITLE

By Lee Lewis Deputy

Fee \$4.00