

35625

WARRANTY DEED

MOORE, husband and wife

DONALD LEROY MOORE and LINDA SUE

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by

LE ROY E. VAUGHAN, hereinafter called 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 appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

The South 33 feet of Lot 10 and the North 2 feet of Lot 11 in Block 11 of HOT SPRINGS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.



MOUNTAIN TITLE COMPANY INC.

(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 shown on the reverse of this deed, and those of record and 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 \$ 37,000.00. 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 92.030.)

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 16th day of April, 1984; 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)

Donald Leroy Moore

Linda Sue Moore

STATE OF OREGON,

County of Klamath

April 16, 1984

STATE OF OREGON, County of

Personally appeared

and

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:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 7/13/85

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

Donald Leroy Moore & Linda Sue Moore

GRANTOR'S NAME AND ADDRESS

Le Roy E. Vaughan
530 South Dobson Road #310
Mesa, Ariz.

GRANTEE'S NAME AND ADDRESS

After recording return to:

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

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of 1984, 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.

By Recording Officer
Deputy

SUBJECT TO:

1. Covenants, conditions and restrictions contained in deeds recorded November 7, 1906, in Volume 21, page 346, Deed Records of Klamath County, Oregon and June 19, 1909 in Volume 27, page 217, Deed Records of Klamath County, Oregon, to wit:

"(1) Subject to the reservations set forth in the dedication of the aforesaid Hot Springs Addition and the streets, alleys and boulevards thereon. (2) Grantee hereby agrees that he will build no dwelling house on said premises to cost less than \$1,000.00 dollars, nor any building nearer than thirty (30) feet from the front line of said lot. (3) It is expressly understood and agreed that boring or digging for or developing hot water from the ground on said lot without the consent of the party of the first part shall work forfeiture of title and interests therein to the party of the first part."

2. Mortgage, 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 7, 1978

Recorded: November 7, 1978

Volume: M78, page 25109, Microfilm Records of Klamath County, Oregon

Amount: \$23,500.00

Mortgagor: Donald Leroy Moore and Linda Sue Moore, husband and wife

Mortgagee: State of Oregon, represented and acting by the Director of Veterans' Affairs

The Grantees as they appear on the reverse of this deed agree to assume said Mortgage and to pay said Mortgage in full.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

STATE OF OREGON,)
County of Klamath)

Filed for record at request of

on this 17 day of April A.D. 19 84
at 10:35 o'clock A M, and duly
recorded in Vol. M84 of Deeds

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EVELYN BIEHN, County Clerk

By Pam Smith Deputy

Fee 8.00