

55940

WARRANTY DEED

Vol. 1485 Page 19649

KNOW ALL MEN BY THESE PRESENTS, That SHIRLEY MAE DI BATTISTA

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by DON L. OWENS and LAURA ANN OWENS, husband and wife, 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:

A portion of the SE 1/4 NE 1/4 of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point of intersection of the Northerly line of Sixth Street and the Section line between Sections 32 and 33, Township 38 South, Range 9 East of the Willamette Meridian, which point is 37.81 chains South of the Section corner common to Section 28, 29, 32, and 33 of said Township and Range; thence Northerly along said Section line 128.5 feet to a point; thence North 51°4' West parallel to the Northerly line of Sixth Street and 100 feet therefrom, 81.08 feet to a point, said point being the true point of beginning of the tract to be granted; thence South 39°6' West 100 feet, more or less, to Sixth Street; thence Northerly along the Northerly line of Sixth Street, 50 feet, more or less, to the Southeasterly line of Elm Street; thence North-easterly along the South easterly line of Elm Street 100 feet, more or less, to a point that is North 51°4' West of the true point of beginning; thence South 51°4' East 50 feet, more or less, to the true point of beginning.

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 \$ 30,000.00

~~Whereas the consideration paid for this transfer, stated in terms of dollars, is \$ 30,000.00~~ (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 2nd day of December, 1985; 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)

SHIRLEY MAE DI BATTISTA

STATE OF OREGON,) ss.
County of Klamath)
December 2, 1985

Personally appeared the above named
SHIRLEY MAE DI BATTISTA

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

(OFFICIAL
SEAL)

Before me:
Kristin L. Redd

Notary Public for Oregon

My commission expires: 11/16/87

STATE OF OREGON, County of) ss.
December 2, 1985

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 _____, 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.

Before me:

(OFFICIAL
SEAL)

Notary Public for Oregon

My commission expires:

Shirley Mae DiBattista

1924 Logan
Klamath Falls, OR 97601

GRANTOR'S NAME AND ADDRESS

Don L. Owens & Laura Ann Owens
705 S. Sixth Street
Klamath Falls, OR 97601

GRANTEE'S NAME AND ADDRESS

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

STATE OF OREGON,) ss.
County of _____

I certify that the within instrument was received for record on the _____ day of _____, 1985,

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

19650

19650

- continued from the reverse side of this deed -

SUBJECT TO:

1. Encroachment Agreement, including the terms and provisions thereof dated February 22, 1962, and recorded April 10, 1962, in Volume 336, page 508, Deed Records of Klamath County, Oregon, between Shell Oil Company and Ada Matthews, allowing a portion of the building on the herein described property to encroach upon adjoining property.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of December A.D. 19 85 at 1:21 o'clock P.M., and duly recorded in Vol. 335 day
of Deeds on Page 19649

FEE \$9.00

Evelyn Biehn, County Clerk
By *[Signature]*