

56665

WARRANTY DEED

Vol. 1185 Page 20868

KNOW ALL MEN BY THESE PRESENTS, That GLENN E. AVERY and SYLVIA L. AVERY, husband and wife, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by MICHAEL C. MARSHALL and SALLY A. MARSHALL, 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:

Lot 7 in Block 14 of TRACT NO. 1071-FIRST ADDITION TO THE MEADOWS, 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 \$ 39,000.00

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 29.030.)

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 18th 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)

STATE OF OREGON

County of

Lubbock } ss.
Dec 18, 1985

Personally appeared the above named Glenn E. Avery and Sylvia L. Avery and acknowledged the foregoing instrument to be a voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon Texas

My commission expires: 8-31-88

Glenn E. & Sylvia L. Avery
2606 N. Quirt #60
Lubbock, TX 79403

GRANTOR'S NAME AND ADDRESS

Michael C. & Sally A. Marshall
P.O. Box 367
Klamath Falls, OR 97601

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.

Grantee

NAME, ADDRESS, ZIP

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:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

STATE OF OREGON,

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

SUBJECT TO:

20869

1. Reservations as contained in plat dedication, to wit:
 "Subject to: (1) Easements for future public utilities and drainage as shown on the annexed plat, easements to provide ingress and egress for the construction and maintenance of said utilities and drainage; (2) A 25 foot building setback line on the front of all lots and a 20 foot building setback line along side street lines; (3) All easements and reservations of record and additional restrictions as provided in any recorded protective covenants."
2. Subject to a 25 foot building setback from Barry Drive as shown on dedicated plat.
3. Subject to a 16 foot utility easement over Southwesterly lot line as shown on dedicated plat.
4. Covenants, easements and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms and provisions thereof,
 Recorded: April 14, 1976
 Volume: M76, page 5334, Microfilm Records of Klamath County, Oregon
 Recorded: July 14, 1976
 Volume: M76, page 10730, Microfilm Records of Klamath County, Oregon
 Recorded: July 14, 1976
 Volume: M76, page 10732, Microfilm Records of Klamath County, Oregon
5. Agreement, including the terms and provisions thereof,
 Dated: April 13, 1976
 Recorded: April 14, 1976
 Volume: M76, page 5337, Microfilm Records of Klamath County, Oregon
 Between: Meadows District Improvement Company, et al
 And: Klamath Irrigation District
 As to the assessment against subject property for the increased burden upon Klamath Irrigation District, or U.S.B.R. imposed by monitoring, collecting, storing, settling or treating drain water discharged into the project system ditches or drains from subject property.
6. Building and Use Restrictions, including the terms and provisions thereof, recorded July 14, 1976 in Volume M76, page 10730, Microfilm Records of Klamath County, Oregon.
7. Note and 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: August 16, 1977
 Recorded: August 16, 1977
 Volume: M77, page 14989, Microfilm Records of Klamath County, Oregon
 Amount: \$34,960.00
 Mortgagor: Glenn E. Avery and Sylvia L. Avery, husband and wife
 Mortgagee: State of Oregon, represented and acting by the Director of Veterans' Affairs (M71120)

The Grantees appearing on the reverse of this deed agree to assume said Mortgage and to pay said Mortgage in full, and further agree to hold sellers harmless therefrom.

"THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES."

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
 of December A.D., 19 85 at 3:11 o'clock P. M., and duly recorded in Vol. M85
 of Deeds on Page 20868

FEE \$9.00

Evelyn Biehn County Clerk
 By [Signature]