

1-1-74

ATC 29779 M

## WARRANTY DEED

779 m  
DEED Kepner, Kepner and Sario, aka  
Fred H. Kepner, Lucile F. Kepner  
David B. Stock

KNOW ALL MEN BY THESE PRESENTS, That Fred H. Kepner,  
and Barbara K. Sario  
hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by David B. Stock,  
hereinafter called the grantee and grantee's heirs, successors and assigns, do hereby sell and convey unto the said grantee and grantee's heirs, successors and assigns, all that certain lot or lots of land situated in the County of [blank] State of [blank], together with all rights and appurtenances thereunto belonging or in anywise in anywise connected therewith, as follows, to-wit:

KNOW ALL MEN BY THESE PRESENTS, That \_\_\_\_\_, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by \_\_\_\_\_, 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 \_\_\_\_\_ and State of Oregon, described as follows, to-wit:

\_\_\_\_\_ at a point which lies North 1° 12' West a distance of 331.4 \_\_\_\_\_ and North 88° 57' East a distance of \_\_\_\_\_ the 1/4 section corner common \_\_\_\_\_ of the Willamette \_\_\_\_\_

the grantee, does hereby grant, bargain, sell and convey, and State of Oregon, described as follows, to assigns, that certain real property, with the tenements, hereditaments and appurtenances pertaining, situated in the County of Klamath and State of Oregon, described as follows, to

Beginning at a point which lies North 1° 12' West a distance of 331.4 feet along the section line, and North 88° 57' East a distance of 814.5 feet from the iron axel which marks the 1/4 section corner common to Section 10 and 11, Township 39 South, Range 9 East of the Willamette Meridian, and running thence; continuing North 88° 57' East a distance of 67.5 feet to a point; thence North 1° 12' West parallel to the section line a distance of 331.4 feet, more or less, to an iron pin on the North line of the S 1/2 SW 1/4 NW 1/4 of Section 11; thence South 88° 58' West along the North line of the S 1/2 SW 1/4 NW 1/4 of Section 11, a distance of 67.5 feet to an iron pin; thence South 12° East a distance of 331.4 feet, more or less, to the Point of Beginning, being in the S 1/2 SW 1/4 NW 1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian,

EXCEPTING THEREFROM that portion lying within Winter Avenue.

(for continuation of this description see reverse side of this deed

IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE

the same unto the said grantee and grantee's heirs, successors and assigns forever and the said grantee and grantee's heirs, successors and assigns shall hold the same unto the said grantee and grantee's heirs, successors and assigns free and clear of all encumbrances except

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. The grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns that the above granted premises, free from all encumbrances except those shown on the above plat, and those apparent upon the face of the above plat, shall remain unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to defend the said premises and every part and parcel thereof against the lawful claims of all persons claiming under the above described encumbrances.

grantor will warrant and forever defend the said premises and every part and parcel thereof, together with all claims, demands and obligations thereon, against the claims, demands and obligations of all persons whomsoever, except those claiming under the above described encumbrances, and the true and actual consideration paid for this transfer, stated in terms of dollars, is \$14,000.00 (fourteen thousand and no/100ths dollars). The symbols ©, if not applicable, should be deleted. See ORS 93.030.)

The true and actual consideration paid for this transfer, stated in terms of dollars and cents, is the sum of \$100.00. 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.

Whereof, the grantor has executed this instrument this 12 day of January, 1977.

Witness my hand and seal this 12 day of January, 1977.

*Frederick H. Kerner*

The true and actual consideration for the above described property is the mutual consideration of the parties hereto. The sentence between the symbols  $\textcircled{X}$  (The sentence between the symbols  $\textcircled{X}$ , 1977 ;  
In construing this deed and where the context so requires, the singular includes the plural and the plural includes the singular.  
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 12 day of January, 1977 ;  
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.  
Fred H. Kepner  
Laurie F. Kepner  
Laurie F. Kepner  
Laurie F. Kepner

(If executed by a corporation,  
affix corporate seal)

STATE OF OREGON,  
County of Klamath  
January 19

January

Personally appeared the above named Fred H. Kepner, Lucile F. Kepner and Barbara K. Sario

I, \_\_\_\_\_, acknowledged the foregoing instrument to be the act and deed of the above named

Barbara R. ... and acknowledged the foregoing insur-  
ment to be their voluntary act and deed.

(OFFICIAL  
SEAL)

Notary Public for Oregon  
My commission expires:

STATE OF OREGON, County of \_\_\_\_\_, 19...

E OF OREGON, County of \_\_\_\_\_  
 , 19\_\_\_\_\_.  
 Personally appeared \_\_\_\_\_, who, being duly sworn,  
 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:

STATE OF OREGON,

County of \_\_\_\_\_  
I certify that the within instru-  
ment was received for record on the  
\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
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.

Recording Officer  
Deputy

**By**

SPACE RESERVED  
FOR  
RECORDER'S USE

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

**After recording return to:**

GRANTEE'S NAME  
After recording return to:  
F. Carl Jones & Patricia A. Butler Jones  
4423 Winter  
Klamath Falls, OR 97603  
NAME, ADDRESS, ZIP  
shall be sent to the following address:

NAME, ADDRESS, ZIP  
Klamath Falls, OR 97603  
Until a change is requested all tax statements shall be sent to the following address.

NAME, ADDRESS, ZIP

- Subject, however, to the following:
1. The premises herein described are within and subject to the statutory powers, including the power of assessment, of South Suburban Sanitary District.
  2. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Klamath Irrigation District.
  3. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.
  4. Reservations and restriction as contained in Deed recorded August 15, 1925 in Volume 67 at page 331, to-wit:  
"joint use of a ditch to carry a supply of irrigation water across intervening lands herein described from the supply ditches of the United States Reclamation Service, same to be used jointly as a right appurtenant to the above described tract and also to the irrigable lands North and East of same."
  5. Reservations, restrictions and easements as contained in Deed recorded May 28, 1945 in Volume 176 at page 481, to-wit:  
"(1) There is reserved for road purposes a strip of land 30 feet wide along the Southerly side of said tract. (2) An easement for ditches and/or pipe lines to convey water for irrigation and domestic use, and for drainage purposes for the benefit of adjoining property owners. (3) That no dwelling house shall be placed upon said land to cost less than \$1,000.00; that such dwelling shall be finished in a workmanlike manner, and shall be painted outside; that all buildings shall be set back at least 60 feet from the center line of the above mentioned roadway."

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_  
of July \_\_\_\_\_ A.D., 19 86 at 9:30 o'clock A M., and duly recorded in Vol. \_\_\_\_\_ day  
of \_\_\_\_\_ Deeds on Page 12691 M86

FEE \$14.00

Evelyn Biehn, County Clerk  
By \_\_\_\_\_

