

1-1-74

92293

WARRANTY DEED

Vol. m88 Page 16697

KNOW ALL MEN BY THESE PRESENTS, That RAYMOND D. BIXLER and AUDREY M.

BIXLER, husband and wife,

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by LAURENCE L.

LITTLE and AVIS C. LITTLE, 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:

Government Lots 19, 10, 15 and 16, (S 1/2 NE 1/4) of Section 5, Township 36 South, Range 17 E. W.M., Klamath County, Oregon, EXCEPT that portion of the Northerly 200 feet of Government Lot 9 (as measured along the East line of Government Lot 9) that lies Easterly of the Old Dalles-California Highway.

SUBJECT TO: All future real property taxes and assessments; rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways; regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Modoc Point Unit of U.S. Indian Irrigation Service, Klamath Reservation; Application for right of way, including the terms and provisions thereof, recorded 2/18/57 in Volume 289, page 633, Deed Records of Klamath County, Oregon; agreements, reservations, restrictions, easements and rights of way of record, and those apparent on the land;

(CONTINUED ON THE REVERSE SIDE HEREOF)

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 herein set forth

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 \$57,000.00.

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  $\Phi$ , if not applicable, should be deleted. See OBS 21030.)

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 December, 1976; 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 Klamath ) ss.  
December 29, 1976.

Personally appeared the above named RAYMOND D. BIXLER and AUDREY M. BIXLER, husband and wife,

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

Before me, *Notary Public for Oregon*  
(OFFICIAL SEAL)  
My commission expires: 3-21-77STATE OF OREGON, County of ) ss.  
Personally appeared \_\_\_\_\_, 19\_\_\_\_, and

each for himself and not one for the other, did say that the former is the \_\_\_\_\_ who, being duly sworn, \_\_\_\_\_ 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)

Raymond D. Bixler et ux

GRANTOR'S NAME AND ADDRESS

Laurence L. Little et ux

GRANTEE'S NAME AND ADDRESS

After recording return to:

L. Paul & Cheri Bacchi Little  
P.O. Box 246  
Chiloquin, OR 97624  
NAME, ADDRESS, ZIP

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

L. Paul & Cheri Bacchi Little  
P.O. Box 246  
Chiloquin, OR 97624  
NAME, ADDRESS, ZIP

STATE OF OREGON, ) ss.

County of \_\_\_\_\_

I certify that the within instrument 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.

By \_\_\_\_\_ Recording Officer  
DeputySPACE RESERVED  
FOR  
RECORDER'S USE

KNOW ALL MEN BY THESE PRESENTS THAT RAYMOND D. BIXLER and AUDREY M. BIXLER, husband and wife, Mortgagors, to State of Oregon, represented and acting by the Director of Veterans' Affairs; 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 20, 1975, recorded August 20, 1975 in Volume M75, page 9755, Microfilm Records of Klamath County, Oregon, given to secure the payment of \$39,506.00, executed by Raymond D. Bixler and Audrey M. Bixler, husband and wife, Mortgagors, to State of Oregon, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein dated January 2, 1976, recorded January 2, 1976, in Volume M76, page 50, Microfilm Records of Klamath County, Oregon, given to secure the payment of \$32,294.00, executed by Raymond D. Bixler and Audrey M. Bixler, husband and wife, Mortgagors, to State of Oregon, represented and acting by the Director of Veterans' Affairs, which said mortgages the Grantors herein assume and agree to pay according to the terms thereof and hold Grantees harmless therefrom. Including the terms and provisions thereof, recorded in Volume 289, page 633, Deed Records of Klamath County, Oregon, and those apparent on the land; and rights of way of record, and those apparent on the land; (CONTINUING ON THE REVERSE SIDE HEREOF)

To Have and to hold the same unto the said Grantees and their heirs, successors and assigns, that And said Grantor hereby covenants to and with said Grantees and assigns, that Grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except as herein set forth.

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 \$27,000.00. It is understood that the consideration stated in the above instrument is not to be construed as a limitation on the grantor's obligation to defend the premises against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances. In testimony whereof, the grantor has executed this instrument this 23rd day of December, 1976.

STATE OF OREGON: COUNTY OF KLAMATH: ss.  
Filed for record at request of Mountain Title Co. the 6th day of Oct. A.D. 19 88 at 8:45 o'clock A. M., and duly recorded in Vol. M88 of Deeds on Page 16697  
FEE \$13.00  
Evelyn Biehn County Clerk  
By Pauline Mullins

STATE OF OREGON  
County of \_\_\_\_\_  
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Record of Deeds of said county.  
Witness my hand and seal of County office.  
By \_\_\_\_\_  
Recording Officer  
Deputy

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