

22636

KNOW ALL MEN BY THESE PRESENTS, That

Adeline M. Pondella

for the consideration hereinafter stated to the grantor paid by Lee J. Smith, hereinafter called the grantor, David R. Sporrer, Mary Lou Sporrer, Tom Welbing, Dephane Welbing, Dean Sporrer and Betty Sporrer, each as to an undivided one-fourth interest, hereinafter called grantees, hereby grants, bargains, sells and conveys unto the said grantees, not as tenants in common but with the right of survivorship, their assigns and the heirs of the survivor of said grantees, all of the following described real property with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, situated in the County of Klamath, State of Oregon, to-wit:

PARCEL 1: That part of Government Lots 3 and 4 lying Westerly of the Sprague River and All of Government Lot 5, Section 6, Township 36 South, Range 10 East of the Willamette Meridian.

PARCEL 2: That part of the SE 1/4 of the NW 1/4 lying Westerly of the (for continuation of this legal description see reverse side)

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

TO HAVE AND TO HOLD the above described and granted premises unto the said grantees, their assigns and the heirs of such survivor, forever; provided that the grantees herein do not take the title in common but with the right of survivorship, that is, that the fee shall vest absolutely in the survivor of the grantees.

And the grantor above named hereby covenants to and with the above named grantees, their heirs and assigns, that grantor is lawfully seized in fee simple of the above granted premises, that the said premises are free from all encumbrances except as noted of record as of the date 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 above granted 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 \$ 52,200.00
However, the actual consideration consists of or includes other property or value given or promised which is part of the whole consideration (indicate which) ①

In construing this deed and where the context so requires, the singular includes the plural, the masculine includes the feminine and the neuter and, generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument on the 1st day of November 9 October, 19 73; if the grantor is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors.

George A. Pondella, Jr., for Adeline M. Pondella, her Attorney-in-Fact.
Adeline M. Pondella

(If executed by a corporation, affix corporate seal)

STATE OF OREGON,

County of Klamath

October November 1, 19 73

Personally appeared the above named

George A. Pondella, Jr.

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

(OFFICIAL SEAL)

Before me:

Linda Dawn Rugh
Notary Public for Oregon

My commission expires: 9/8/75

STATE OF OREGON, County of ss.

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:

Notary Public for Oregon
My commission expires:

(OFFICIAL SEAL)

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.

WARRANTY DEED
(SURVIVORSHIP)

TO

Return:
Lee J. Smith
Star Rt. Box 130
Chemult, Or. 97731

No.

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

STATE OF OREGON,

County of ss.

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 Record of Deeds of said County.

Witness my hand and seal of County affixed.

By Title.
Deputy.

Sprague River, the W 1/2 of the NE 1/4 of the SW 1/4 and All of Government Lots 6 Section 6, Township 36 South, Range 10 East of the Willamette Meridian.

Subject, however, to the following:

1. Rights of the public and of Governmental bodies in and to that portion of the herein described property lying below the ordinary high water mark of Sprague River.
2. Rights of the public in public roads, including Skeen Ranch Road S-50 (1) as mentioned in Land Status Report in Deed Book 306 at page 606, and consent to 40 foot right of way recorded in Miscellaneous Records Volume 12 as instrument #29108.
3. Reservation of easements, for any existing public utilities, and for any roads or trails built by United States of America, including the terms and provisions thereof, as set forth in Land Status Reports recorded in Deed Books 306 at page 582, and 306 at page 606 and 303 at page 528.
4. Mortgage, including the terms and provisions thereof, dated September 25, 1968, recorded September 30, 1968 in M-68 at page 8869, at 11:12 A. M., given to secure the payment of \$26,000.00, with interest thereon and such future advances as may be provided therein, executed by Charles D. Dixon and Alice Jeanne Dixon, husband and wife, to Gienger Enterprises, Inc., which said mortgage is not assumed by Grantees and Grantor covenants that she will fully pay and perform said mortgage prior to the time Grantees have paid and performed the Contract between Grantees and Grantor, and that she will hold Grantees harmless therefrom.
5. Contract, including the terms and provisions thereof, dated June 24, 1969, recorded June 25, 1969 in M-69 at page 5400 between Charles D. Dixon and Alice Jeanne Dixon, husband and wife, vendor and Dale A. Newnham and Madaline F. Newnham, husband and wife, vendee. (The vendees interest in said contract was assigned or acquired by assignment dated December 6, 1971, recorded June 29, 1973 in Book M-73 at page 8280, and Deed dated December 6, 1971, recorded June 29, 1973 in Book M-73 at page 8281, Microfilm Records.) This Contract is not assumed by Grantees and Grantor covenants that she will fully pay and perform said contract prior to the time Grantees have paid and performed the Contract between Grantees and Grantor, and that she will hold Grantees harmless therefrom.

Reserving unto Grantor, her assigns and the heirs of the survivor of said Grantor an easement to the S 30 feet of NW 1/4 SW 1/4, Lot 6; W 1/2 NE SW E 30 feet of W 1/2 NE SW, S 30 feet SE NW lying West of Sprague River.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Lee J. Smith the 15th day of Nov. A.D. 19 90 at 2:54 o'clock PM., and duly recorded in Vol. M90 of Deeds on Page 22826.

FEE \$33.00

Evelyn Biehn County Clerk

By Deidre Mulendore