



Aspen
TITLE & ESCROW, INC.

02037520

WARRANTY DEED

AFTER RECORDING RETURN TO:

LARRY M MURRELL
BRENDA J. MURRELL126 S. Carroll
Klamath Falls, OR 97601UNTIL A CHANGE IS REQUESTED ALL TAX
STATEMENTS TO THE FOLLOWING ADDRESS:
SAME AS ABOVE

JOHN W. DEAN AND DIANNA R. DEAN, HUSBAND AND WIFE hereinafter called GRANTOR(S), convey(s) to LARRY M MURRELL AND BRENDA J. MURRELL, HUSBAND AND WIFE hereinafter called GRANTEE(S), all that real property situated in the County of Klamath, State of Oregon, described as:

The Southerly 50 feet of Lot 3, Block 6, LAKESIDE ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-32CB TL 7100

"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."

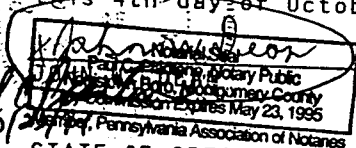
and covenant(s) that grantor is the owner of the above described property free of all encumbrances except covenants, conditions, restrictions, reservations, rights, rights of way and easements of record, if any, and those apparent upon the land, and Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any: Grantor: John W. Dean and Dianna R. Dean; Trustee: Aspen Title & Escrow, Inc.; Beneficiary: Gary O. Carpenter and Patricia J. Carpenter; dated on October 31, 1989 and recorded on November 2, 1989 in Book M-89 at page 21212. WHICH SAID TRUST DEED THE GRANTEE HEREIN AGREES TO ASSUME AND PAY ACCORDING TO THE TERMS AND PROVISIONS CONTAINED THEREIN.

and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$19,900.00.

In construing this deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the grantor has executed this instrument this 4th day of October, 1991.



Dianna R. Dean
DIANNA R. DEAN

STATE OF OREGON, County of Klamath, ss.

10/25, 1991

Personally appeared the above named DIANNA R. DEAN and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me: Diandra Handwerker
Notary Public for OREGON
My Commission Expires: 7/23/91

STATE OF _____, County of _____, ss.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of City of Klamath Falls the 25th day
of Oct. A.D., 19 91 at 2:42 o'clock P. M., and duly recorded in Vol. M91
of Mortgages on Page 22345.

FEE \$18.00

Evelyn Biehn, County Clerk

By Pauline Mulindore

Return: City of Klamath Falls
P.O. Box 237
Klamath Falls, Or. 97601

Unofficial
Copy

8. In the event of legal suit or action including any appeals therefrom, brought by either party against the other to enforce any of the obligations of this agreement, the losing party shall pay the prevailing party such reasonable amount for investigation costs, attorney's fees and expert witness fees, as may be set by the court. This agreement shall be enforceable in Klamath County, Oregon, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for the enforcement of same shall lie in Klamath County, Oregon.

9. This document contains the entire agreement between the parties and shall not be modified except by a written instrument signed by the parties.

10. THE HOMEOWNER UNDERSTANDS AND AGREES THAT THE CITY NEITHER HAS NOR WILL HAVE ANY RESPONSIBILITY OR OBLIGATION, LEGAL OR OTHERWISE, IN CONNECTION WITH ANY CONTRACT WORK OR WITH MATERIALS OR EQUIPMENT SUPPLIED; AND THAT ANY GUARANTEE OR WARRANTY OF CONTRACT WORK OR MATERIALS MUST BE OBTAINED BY THE HOMEOWNER FROM WHOEVER SUPPLIES SUCH MATERIALS OR PERFORMS SUCH WORK; AND THAT THE CITY IS NOT RESPONSIBLE FOR THE QUALITY OR ACCEPTABILITY OF SUCH WORK OR MATERIALS; AND THAT IN CONNECTION WITH SAME, THE PROPERTY MUST BE KEPT FREE OF CONSTRUCTION LIENS.

11. HOMEOWNER ACKNOWLEDGES RECEIVING A COPY OF THIS LOAN AGREEMENT AND OF A COPY OF THE PROGRAM.

IN WITNESS WHEREOF, this loan agreement has been duly executed by the undersigned, as of the date above written.

CITY:

HOMEOWNER:

By

Mayor

Attest:

Recorder

Paul D. Ratzlaff

Carolee J. Ratzlaff

STATE OF OREGON,)

ss

County of Klamath)

BE IT REMEMBERED, that on this 1st day of April, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Paul D. Ratzlaff and Carolee J. Ratzlaff known to me to be the identical individual(s) described in and who executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Minnie Bender

Notary Public for Oregon

My Commission Expires: 9-29-88

STATE OF OREGON,)

ss

County of Klamath)

Elisa D. Frtiz

Personally appeared George Flitcraft and ~~Dorcas M. Flitcraft~~, who being first duly sworn, each for himself and not one for the other, did say that the former is the Mayor and that the latter is the Recorder of the City of Klamath Falls, a municipal corporation of the State of Oregon, and that the foregoing instrument was signed on behalf of said municipal corporation by authority of its council; and each of them acknowledged said instrument to be its voluntary act and deed.

Dated this 25th day of October, 1991.

Before me:

Ira P. Brace

Notary Public for Oregon

My Commission Expires: 03-13-93