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**Aspen**  
TITLE & ESCROW, INC.

02037645  
WARRANTY DEED

Vol. mail Page 22827

AFTER RECORDING RETURN TO:  
KLAMATH PROPERTIES, A CALIFORNIA PARTNERSHIP  
6599 Greenleaf Lane  
Forest Hill, CA 95631

UNTIL A CHANGE IS REQUESTED ALL TAX  
STATEMENTS TO THE FOLLOWING ADDRESS:  
SAME AS ABOVE

EFFIE L. SHELBY hereinafter called GRANTOR(S), convey(s) to  
KLAMATH PROPERTIES, A CALIFORNIA PARTNERSHIP CONSISTING OF CREST  
PROPERTIES, INC., A CALIFORNIA CORPORATION, AND JOHN E. DAVIS  
AND ANNE K. DAVIS, HUSBAND AND WIFE hereinafter called  
GRANTEE(S), all that real property situated in the County of  
KLAMATH, State of Oregon, described as:

Lots 1, 2, 3, 4 and 5, Block 1, SHIPPINGTON FIRST ADDITION, in  
the City of Klamath Falls, in the County of Klamath, State of  
Oregon.

CODE 1 MAP 3809-19CC TL 500

"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 City  
liens of the City of Klamath Falls: Amount: \$16,690.75,  
Balance: \$7,257.28, plus interest, Account No. 198-003, entered  
on March 1984.

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  
\$47,500.00.

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 14th day of October, 1991.

Effie L. Shelby  
EFFIE L. SHELBY

STATE OF OREGON, County of KLAMATH)ss.

10/14/91, 1991

Personally appeared the above named EFFIE L. SHELBY and  
acknowledged the foregoing instrument to be her voluntary act  
and deed.

Before me, Andrea Anderson  
Notary Public for OREGON  
My Commission Expires: 7/23/93

EFFIE LORENE SHELBY, BEING UNABLE TO SEE CLEARLY, SIGNED THIS  
DOCUMENT IN MY PRESENCE AND I WITNESSED THAT THE CONTENTS OF  
THIS DOCUMENT WAS FULLY EXPLAINED PRIOR TO HER SIGNATURE.

[Signature] [Signature]  
Continued on next page

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OCT 21 1991

CLERK OF DISTRICT COURT  
CLERK OF DISTRICT COURT  
CLERK OF DISTRICT COURT

22826

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within 30 days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable, (3) to withdraw said deed and other documents from escrow and/or (4) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and terminate and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revert in said seller without any act of conveyance, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

ASSO LAIN OVKS VAMME  
OVMSA V' BOSIEN & FLEV V' BOSIEN

APPROVED BY THE COURT  
JAMES C. BROWN, JR.  
JAMES C. BROWN, JR.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$9,000.00. (Indicate which) (X) ~~XXXXXX~~

In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and if an appeal is taken from the judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors in interest and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

John M. Schoonover  
John M. Schoonover

John M. Schoonover  
John M. Schoonover

NOTE—The sentence between the symbols ( ), if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON,

County of Klamath

October 30

Personally appeared the above named  
John M. Schoonover

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

Personally appeared \_\_\_\_\_, 19\_\_\_\_, and

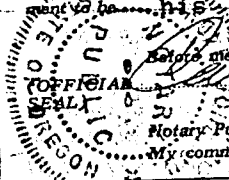
each for himself and not one for the other, did say that the former is the  
\_\_\_\_\_ president and that the latter is the  
\_\_\_\_\_ secretary of \_\_\_\_\_

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

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:

(SEAL)



Notary Public for Oregon

My commission expires 1-15-94

Notary Public for Oregon

My commission expires:

ORS 93.486 (1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyer, not later than 15 days after the instrument is executed and the parties are bound thereby.

ORS 93.990(3) Violation of ORS 93.486 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 31st day  
of Oct. A.D., 19 91 at 10:40 o'clock A.M., and duly recorded in Vol. M91  
of Deeds on Page 22825.

Evelyn Biehn, County Clerk

By Pauline Mulder

FEE \$33.00

SUBJECT TO REGULATIONS AND RESTRICTIONS OF RECORD

ACTED BY

AND BY THE SELLER AND THE BUYER SECTION 33.486(1) ORS 93.486

and the seller and the buyer

WITNESSES: \_\_\_\_\_

CLERK OF DISTRICT COURT

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