	AIN TITLE COMPANY	
1 48461 mtc. 27936.LB	WARRANTY DEED Vol. <u>Mg. Page</u> 17284	
KNOW ALL MEN BY THESE PRESENTS, THE EDWARD M. MCELROY and JOAN M. MCELROY	hat OY, as tenants by the entirety	
hereinafter called the grantor, for the consideration <u>ROGER A. STEVENS</u>	ion hereinafter stated, to grantor paid by	
the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, the certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of <u>KLAMATH</u> and State of Oregon, described as follows, to-wit:		
THEREFROM the North 100 feet of	ording to the official plat thereof on file lerk of Klamath County, Oregon, EXCEPTING of the West 200 feet of said lot 19.	
SEE EXHIBIT II ATTACHED I	HERE TO AND MADE A PART HEREOF	
"This instrument will not allow use of the prop Laws and regulations. Before signing or accepting t check with the appropriate city or county planning	perty described in this instrument in violation of applicable land use this instrument, the person acquiring fee title to the property should by department to verify approved uses."	
And said grantor hereby covenants to and with s is lawfully seized in fee simple and the above gran	grantee and grantee's heirs, successors and assigns forever. said grantee and grantee's heirs, successors and assigns, that grantor inted premises, free from all encumbranescept those of	
grantor will warrant and forever defend the said pr and demands of all persons whomsoever, except th	land, if any, as the date of this deed and that remises and every part and parcel thereof against the lawful claims hose claiming under the above described encumbrances is transfer equation in terms of difference of a second	
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	IS THE SECOND CONTRACTOR OF A CONTRACT OF THE SECOND STREET, STREET, STREET, STREET, STREET, STREET, STREET, ST STREET, STREET, STREET, STREET, STREET, STREET, STREET, STREET, ST STREET, STREET, ST	
In Witness Whereof, the grantor has executed t	t so requires, the singular includes the plural and all grammatical vereof apply equally to corporations and to individuals. this instrument this 28 day of 300 day of 1972; e signed and seal affixed by its officers, duly authorized thereto by	
order of its board of directors.	Edural M. Mc Elerer	
STATE OF OREGON. ) County of (ss. July 28, 19 92.	JOHN M. MCELROY	
Personally appeared the above named EDWARD M. MCELLROY		
JOAN M. MCELROY	OFFICIAL SEAL RHONDA READY NOTARY PUBLIC OREGON	
and/acknowledged the foregoing instrument to be <u>and acknowledged</u> voluntary act and deed.	MY COMMISSION NO. 005073 MY COMMISSION EXPIRES FEB. 27,1995	
Before me: Rhorda Really	STATE OF OREGON, County of) ss. The foregoing instrument was acknowledged before me this	
Notary Public for Oregon My commission expires:	, 19, by, president, and by,	
	a corporation, on behalf of the corporation.	
S A A A A A A A A A A A A A A A A A A A	Notary Public for Oregon	
- EDWARD-M. MCELROY and JOAN M. MCELRON	¥	
EUGENE, OR 97405	STATE OF OREGON.	
GRANTUR'S NAME AND ADDRESS	County of	
ROGER A. STEVENS 	I certify that the within instrument was received for record on the	
KLAMATH FALLS, OR 97603	day of 19	
GRANTEE'S NAME AND ADDRESS	space RESERVED at o'clock M., and recorded in book on page or as	
And ROGER A. STEVENS	hik file/reel number	
4308 EL CERRITO RLAMATH FALLS, OR 97603	Witness my hand and seal of County	
NAME, ADDRESS, JIP	affixed.	
Until a change is requested all tax statements shall be sent to the following address		
A308 EL CERRITO		
KLAMATH FALLS, OR 97603		
NAME, ADDRESS, ZIP	By Deputy	

## EXHIBIT II

1. SELLER AGREES TO SIGN DOCUMENTS NECESSARY FOR PARTITIONING SAID PROPERTY. BUYER AGREES TO PAY ALL COSTS FOR PARTITIONING THE SUBJECT PROPERTY INCLUDING DOCUMENTS, PERMITS AND SURVEYING FEES. BUYER AGREES TO NOTIFY SELLER PRIOR TO PARTITIONING AND FURTHER AGREES TO PLACE (LIEN NOTICE-OWNER NOT RESPONSIBLE) SIGNS, STEVENS-NESS FORM #127, AT 3 CONSPICIOUS WELL SEEN LOCATIONS ON PROPERTY. ANY CONSTRUCTION OR SITE IMPROVEMENTS ALSO REQUIRE POSTING OF ABOVE DESCRIBED SIGN. SELLER NAME TO APPEAR ON THIS SIGN.

2. SALE PRICE \$35,000.00 WITH AN \$11,000.00 DOWN PAYMENT. BALANCE OF \$24,000.00 ON A NOTE AND TRUST DEED PAYABLE AT 10 PERCENT ANNUM INTEREST ONLY MONTHLY PAYMENTS FOR 3 YEARS AND THEN A BALLOON PAYMENT--MONTHLY PAYMENTS TO BE \$200.00 PER MONTH. THERE SHALL BE A 10 PERCENT LATE CHARGE IF PAYMENTS ARE NOT RECEIVED WITHIN 15 DAYS OF THE DATE IT IS DUE. THE BALANCE OF \$24,000.00 IS DUE AND PAYABLE AUGUST 1, 1995.

3. TRUST DEED TO BE USED IS A STEVENS NESS FORM #881 1992 WITH THE FOLLOWING CHANGE: DELETE (HAVING OBTAINED THE WRITTEN CONSENT OR APPROVAL OF THE BENEFICIARY) INSERT (PAYING THE PROMISSORY NOTE IN FULL)

4. TAXES AND IRRIGATION FEES TO BE PAID WHEN DUE, BY THE BUYER, AND NOTIFICATION SENT TO SELLER THAT SAID TAXES AND IRRIGATION FEES HAVE BEEN PAID -- IF THEY HAVE NOT BEEN PAID THEN THE SELLER HAS THE RIGHT TO ADD THIS UNPAID AMOUNT OT BUYERS PRINCIPAL BALANCE.

## STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of ofAugA.D., 19 92 at _	<u>Mountain Title Co.</u> the <u>4th</u> day <u>11:44</u> o'clock <u>A</u> M., and duly recorded in Vol. <u>M92</u> ,
of	Deedson Page <u>17284</u> Evelyn BiehnCounty Clerk
FEE \$35.00	By _ Dauline & Mullemaille
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