

53703

RETURN DOCUMENTS TO:  
LEON R. ANDRIEU  
2156 LOWER KLAMATH LAKE ROAD  
KLAMATH FALLS, OR 07603

Vol. 92 Page 26615

ASPEN 0203868

Until a change is requested, all tax statements shall be sent to  
the following address: \_\_\_\_\_

WARRANTY DEED

AMOS H. DOLLARD, hereinafter referred to as Grantor,  
does hereby grant, bargain, sell and convey unto LEON R. ANDRIEU  
and MINNIE R. ANDRIEU, husband and wife, hereinafter referred to  
as Grantees, their heirs, successors and assigns, as tenants by  
the entirety, that certain real property with the tenements,  
hereditaments and appurtenances thereunto belonging or  
appertaining, situated in the County of Klamath, State of Oregon,  
described as follows:

PARCEL 1

Tract 4, GIENGER'S HOME TRACTS, in the County  
of Klamath, State of Oregon.

PARCEL 2

The Southerly 415 feet of Tract 5, GIENGER'S  
HOME TRACTS, in the County of Klamath, State  
of Oregon.

SUBJECT TO: (1) Regulations, including levies,  
liens and utility assessments of the City of  
Klamath Falls.

(2) Regulations, including levies,  
assessments, water and irrigation rights and  
easements for ditches and canals of Enterprise  
Irrigation District.

(3) Regulations, including levies, liens,  
assessments, rights of way and easements of  
the South Suburban Sanitary District.

(4) An easement created by instrument,  
including the terms and provisions thereof,  
dated August 21, 1944, recorded February 23,  
1945, in Book 173, page 430, in favor of  
Burrell W. Short and Elizabeth S. Short for an  
easement 10 feet wide for road and alley  
purposes off the South side of Tract 5.

(5) An easement created by instrument,  
including the terms and provisions thereof,  
dated June 27, 1949, recorded June 29, 1949,  
in Book 232, page 217, in favor of Payless  
Drug Store, an Oregon corporation for roadway  
purposes.

(6) Limited access in Decree to State of  
Oregon by and through its State Highway  
Commission, recorded October 25, 1964, in  
final judgment of Case No. 64-163 Law, which  
provides that no right or easement of right of  
access to, from or across the State Highway  
other than expressly therein provided for  
shall attach to the abutting property.



(7) An easement for construction, maintaining and repairing the slopes of cuts or fills, including the terms and provisions thereof, granted to the State of Oregon, by and through its State Highway Commission by final judgment filed October 25, 1965, in Case No. 64-163 Law.

(8) Contract, including the terms and provisions thereof, dated August 1, 1974, recorded August 2, 1974, in Book M74, page 9491, wherein Suburban Lumber Company was Vendor and Amos H. Dollard and Wanda L. Dollard, husband and wife, were Vendees.

The vendees interest in said contract was acquired by instrument dated December 5, 1973, recorded December 18, 1975, in Book M75, page 15939, by the United States National Bank of Oregon.

The vendors interest in said contract was assigned by instrument dated February 23, 1976, recorded May 4, 1976, in Book M76, page 6632, to Margaret B. Taylor, Bernice B. Johnston, and Carolyn L. Scroggs, Trustees or the continuing trustee or successor trustee or any one or more of them, under that certain trust agreement dated August 23, 1974.

The vendees interest in said contract was assigned by instrument recorded April 8, 1981, in Book M81, page 6310, to Certified Mortgage, which affects Parcel 1.

(9) Contract, including the terms and provisions thereof, dated August 1, 1974, recorded August 2, 1974, in Book M74, page 9497, wherein Neta P. Bullard, as personal representative of the Will of W. L. Bullard, deceased, as to an undivided 1/2 interest and Neta P. Bullard, individually, as to an undivided 1/2 interest, was Vendor, and Amos H. Dollard and Wanda L. Dollard, husband and wife, were Vendees.

The vendors interest in said contract was assigned by mesne assignments and by instrument dated August 23, 1974, recorded August 29, 1974, in Book M74, page 10585, to Margaret B. Taylor, Bernice B. Johnston and Carolyn L. Scroggs, Trustees, or the continuing trustee or successor trustee or any one or more of them, under that certain trust agreement dated August 23, 1974.

The vendees interest in said contract was acquired by instrument dated December 5, 1973, recorded December 18, 1975, in Book M75, page 15939, by the United States National Bank of Oregon.

The vendees interest in said contract was assigned by instrument recorded April 8, 1981,



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in Book M81, page 6310, to Certified Mortgage Co., which affects Parcel 2.

to have and to hold the same unto Grantees, their heirs, successors and assigns forever.

Grantor hereby covenants to and with said Grantees, their heirs, successors and assigns, that he is lawfully seized in fee simple of the above-granted premises, free and clear of all encumbrances, except those noted above, and that Grantor will warrant and forever defend the above-granted premises and every part and parcel thereof against the lawful demands and claims of all persons whomsoever, except those claiming under the above-described encumbrances.

The true and actual consideration paid for this transfer is \$300,000.00.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 17th day of January, 1983.

*February*

*Amos H. Dollard*  
Amos H. Dollard

STATE OF OREGON       )  
                              ) ss.  
County of Klamath    )

Before me this 17th day of January, 1983, personally appeared the above-named AMOS H. DOLLARD, and acknowledged the foregoing instrument to be his voluntary act and deed.

*Carlene T. Addington*  
Notary Public for Oregon  
My Commission Expires: 8-22-85

(S E A L)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title co. the 10th day  
of Nov. A.D., 19 92 at 11:11 o'clock AM., and duly recorded in Vol. M92,  
of Deeds on Page 26615.

FEE \$40.00

Evelyn Biehn County Clerk  
By *Carlene T. Addington*