

JWS

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ELSIE I. SPEARS, JAMES L. SPEARS & 9/ AUG 25 P234

Vol. 097 Page 27750

JUANIECE WARD

1126 HOMEDALE RD.

KLAMATH FALLS, OR 97603

ELSIE IRENE SPEARS & JAMES L. SPEARS &

E. JUANIECE WARD, TRUSTEES

1126 HOMEDALE RD.

KLAMATH FALLS, OR 97603

Grantee's Name and Address

After recording, return to (Name, Address, Zip):

JAMES H. SMITH, ATTORNEY

711 BENNETT AVE.

MEDFORD, OR 97504

Until requested otherwise, send all tax statements to (Name, Address, Zip):

ELSIE I. SPEARS

1126 HOMEDALE RD.

KLAMATH FALLS, OR 97603

SPACE RESERVED
FOR
RECORDER'S USE

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/reel/volume No. _____ on page _____ and/or as fee/file/instrument/microfilm/reception No. _____, Record of Deeds of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____, Deputy

WARRANTY DEED

KNOW ALL BY THESE PRESENTS that ELSIE I. SPEARS, JAMES L. SPEARS AND JUANIECE WARD

hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by ****

hereinafter called grantee, does hereby grant, bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in KLAMATH County, State of Oregon, described as follows, to-wit:

**** ELSIE IRENE SPEARS, JAMES L. SPEARS AND E. JUANIECE WARD, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE ELSIE IRENE SPEARS LOVING® TRUST DATED AUGUST 1, 1997, AND ANY AMENDMENTS THERETO.

SEE ATTACHED EXHIBIT "A"

The liability and obligations of the Grantor to Grantee and Grantee's heirs and assigns under the warranties and covenants contained herein or provided by law shall be limited to the extent of coverage that would be available to Grantor under any policy of title insurance issued to the Grantor at the time Grantor acquired the property. The limitations contained herein expressly do not relieve Grantor of any liability or obligation under this instrument, but merely define the scope, nature and amount of such liability or obligations.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

And grantor hereby covenants to and with grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except (if no exceptions, so state):

_____, and that grantor will warrant and forever defend the 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 \$_____-0_____. However, the actual consideration consists of or includes other property or value given or promised which is ☒ the whole ☐ part of the (indicate which) consideration. (The sentence between the symbols ☐, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In witness whereof, the grantor has executed this instrument this 1ST day of AUGUST, 1997; if grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

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 TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Elsie I. Spears
ELSIE I. SPEARS

James L. Spears
JAMES L. SPEARS

Juaniece Ward
JUANIECE WARD

STATE OF OREGON, County of KLAMATH) ss.

This instrument was acknowledged before me on _____, 19____,

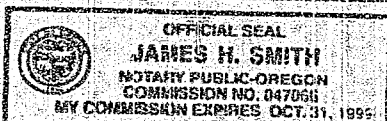
by _____

This instrument was acknowledged before me on _____, 19____,

by _____

as _____

of _____



Notary Public for Oregon JAMES H. SMITH
My commission expires 10/31/99

35

STATE OF Nevada)
COUNTY OF Clark) ss.

On August 19, 1997, before me, the undersigned, a Notary Public in and for said County and State, personally appeared E. JUANIECE WARD, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

Nancy Hannig
Notary Public
My Commission expires:

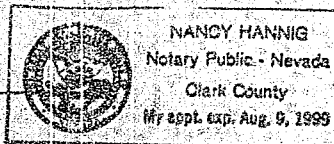


EXHIBIT "A"

PARCEL 1:

Lot 56, Fair Acres Subdivision No. 1, excepting the North 100 feet of the East 150 feet thereof, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

PARCEL 2:

The North 100 feet of the East 150 feet of Lot 56, Fair Acres Subdivision No. 1, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon, together with Mobile Home Serial #62515 (1970 Skyline 12x56)

PARCEL 3:

Lot 57, Fair Acres Subdivision No. 1, excepting the South 51 feet of the East 130 feet thereof, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon, together with Mobile Home #89-11 (1988 Ardmore 14x66)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of James H. Smith the 25th day
of August A.D., 19 97 at 2:34 o'clock P. M., and duly recorded in Vol. M97
of Deeds on Page 27750

FEE \$35.00

By Bernetha G. Letsch, County Clerk
Kristina R. Rasmussen