

62179 '98 JUL 13 P1:31

Vol. m98 Page 24978

PHYLLIS M. BENNINGTON
 5059 BRYANT AVE.
 KLAMATH FALLS, OR 97603
 PHYLLIS BENNINGTON, TRUSTEE PHYLLIS BENNINGTON LOVING TRUST U/T/D 7/8/98
 5059 BRYANT AVE.
 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):
 PHYLLIS BENNINGTON
 5059 BRYANT AVE.
 KLAMATH FALLS, OR 97603

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON,
 County of Klamath } ss.
 I certify that the within instrument was received for record on the 13th day of July, 1998, at 1:31 o'clock P.M., and recorded in book/reel/volume No. M98 on page 24978 and/or as fee/file/instrument/microfilm/reception No. 62179, Record of Deeds of said County.
 Witness my hand and seal of County affixed.
Bernetha G. Letsch, Co. Clerk
NAME TITLE
 By Debra M. Mendenhall, Deputy.

Fee \$30.00

WARRANTY DEED

KNOW ALL BY THESE PRESENTS that PHYLLIS M. BENNINGTON

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:

**** PHYLLIS BENNINGTON, TRUSTEE, OR HER SUCCESSORS IN TRUST, UNDER THE PHYLLIS BENNINGTON LOVING[®] TRUST DATED JULY 8, 1998, AND ANY AMENDMENTS THERETO.
 East one-half of Tracts Thirty-One (31) and Thirty-two (32), Yalta Gardens, according to the official plat thereof on file in the Office of the County Clerk of Klamath County, Oregon.
 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 (state the consideration. (The sentence between the symbols and if not applicable, must 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 8TH day of JULY, 1998; 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.

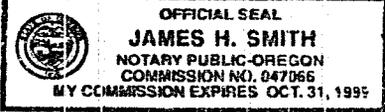
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Phyllis M. Bennington
 PHYLLIS M. BENNINGTON

STATE OF OREGON, County of JACKSON) ss.
 This instrument was acknowledged before me on JULY 8, 1998, by PHYLLIS M. BENNINGTON

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

as _____ of _____



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

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