

2018-009662

Klamath County, Oregon



00226944201800096620020025

08/15/2018 10:25:41 AM

Fee: \$87.00

HELEN E. DERMINER

SHARON I. MILLER

JERRY J. MILLER

Grantor's Name and Address

140 DAHLIA ST

KLAMATH FALLS OR 97601

Grantee's Name and Address

After recording, return to (Name and Address):

JERRY J. MILLER

140 DAHLIA ST.

KLAMATH FALLS OR 97601

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

SAME

SPACE RESERVED  
FOR  
RECORDER'S USE

## WARRANTY DEED – SURVIVORSHIP

KNOW ALL BY THESE PRESENTS that HELEN E. DERMINER

hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by HELEN E. DERMINER AND SHARON I. MILLER AND JERRY J. MILLER

hereinafter called grantees, does hereby grant, bargain, sell and convey unto the grantees, not as tenants in common but with the right of survivorship, their assigns and the heirs of the survivor of the grantees, 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 (legal description of property): (EXHIBIT A ON BACK)

NICHOLS BLOCK 48, LOT 2 N 34.83'

KLAMATH FALLS OR / KLAMATH COUNTY

9719.00/5 CENSUS TRACT / BLOCK

38-9E-32 TOWNSHIP-RANGE-SECT:

LEGAL LOT 2

LEGAL BLOCK 48 (MAP REFERENCE 38S-9E-32-NE-NE/)

APN: R413528 (ALTERNATE APN: 3809E32AA07300)

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

To Have and to Hold the same unto grantees, their assigns and the heirs of such survivor, forever; provided that grantees herein do not take the title in common but with the right of survivorship, that is, that the fee shall vest absolutely in the survivor of the grantees.

And grantor hereby covenants to and with grantees, their assigns, and the heirs of such survivor, 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 ☐ part of the ☒ the whole (indicate which) consideration. (The sentence between the symbols ®, if not applicable, should be deleted. See ORS 93.030.)

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

IN WITNESS WHEREOF, grantor has executed this instrument on AUG 15, 2018; any signature on behalf of a business or other entity is made with the authority of that entity.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Helen E. Derminer  
Sharon I. Miller  
Jerry J. Miller

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on Aug. 15th 2018, by Helen Derminer with Sharon and Jerry Miller.

This instrument was acknowledged before me on \_\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_.



[Signature]  
Notary Public for Oregon

My commission expires 2/25/2022

GLEN W. HOUT

## EXHIBIT A

not as tenants in common but with the right of survivorship, their assigns and the heirs of such survivor, all the following real property, with the tenements, hereditaments and appurtenances situated in the County of Klamath, and State of Oregon, bounded and described as follows, to-wit: Beginning at a point on the Northerly line of Main Street, 32 feet Northeasterly along said line from the most Southerly corner of Lot 2, Block 48, of Nichols Addition to the City of Klamath Falls, Oregon, according to the official plat thereof; thence Northwesterly at right angles to Main Street, a distance of 119.65 feet to the Northerly line of said Lot 2; thence Northeasterly parallel to Main Street, a distance of 34.83 feet, more or less, to the most Northerly corner of said Lot 2; thence Southeasterly along the Easterly line of said Lot 2, a distance of 119.65 feet to Main Street; thence Southwesterly along the Northerly line of Main Street, 34.83 feet more or less, to the place of beginning being all of Lot 2 of said Block 48, excepting the Southwesterly 32 feet thereof, SAVING AND EXCEPTING therefrom the Northwesterly 2 feet of said property deeded to the City of Klamath Falls, Oregon a municipal corporation in deed recorded October 27, 1958, in Volume 305 of Deeds, page 354, records of Klamath County, Oregon.

SUBJECT TO: (1) The terms and provisions in the deed from John Shannon, et al, to Klamath Valley Lumber Company, dated December 17, 1949, recorded December 28, 1949, in Deed Book 236, page 77, and the references contained therein. (2) The terms and provisions in the agreement between John H. Shannon, et al, and Glen W. Hout, et al dated January 23, 1941, recorded January 31, 1941, in Deed Book 135, page 189. (3) The agreement, including the terms and provisions thereof, between Klamath Valley Lumber Company and Muriel Hendricks, et vir, et al, dated June 7, 1950, recorded September 25, 1950, in Deed Book 242, page 246, and, easements and rights of way of record, and those apparent on the land.