

1 THIS INDENTURE WITNESSETH, That OLIVER N. HALEY and ALYCE H. HALEY, husband  
2 and wife, hereinafter known as Grantors, for and in consideration of the sum of  
3 Ten and 00/100 Dollars, to them paid, have bargained and sold and by these  
4 presents do grant, bargain, sell and convey unto S. C. MASTEN and PATRICIA A.  
5 MASTEN, husband and wife, the following described premises, situated in  
6 Klamath County, Oregon, to-wit:

7 That portion of the NE $\frac{1}{4}$  of SW $\frac{1}{4}$  of Section 5, Township 39 South, Range 11  
East of the Willamette Meridian, lying Southerly and Westerly of the Dairy-  
Bonanza Highway, as said highway now appears on the ground.

Also that portion of the SE $\frac{1}{4}$  of SW $\frac{1}{4}$ , and SW $\frac{1}{4}$ SE $\frac{1}{4}$ , Section 5, and that portion  
of the NE $\frac{1}{4}$ NE $\frac{1}{4}$  Section 8, Twp. 39 S., R. 11 E.W.M., lying Southerly of the Dairy-  
Bonanza Highway, EXCEPTING thereof conveyed to W. H. Casebeer by deed recorded  
on page 620 of Volume 93 of Klamath County, Deed Records, and more particularly  
described as follows: That portion of NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 8 described as follows:  
Beginning 866 feet South of the corner common to Sections 4, 5, 8 and 9 in the  
middle of the Dairy-Bonanza Highway; thence South 454 feet, thence West 660  
feet, thence North 885 feet to middle of said highway, thence South 56°52' East  
789 feet to place of beginning.

Also E $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 8, Township 39 South, Range 11 East of the Willamette  
Meridian.

Also all that portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 8, Township 39 South, Range  
11 lying Northerly from the center line of the Old Bonanza-Klamath Falls Road.

SUBJECT TO: Acreage and use limitations under provisions of the United  
States Statutes and regulations issued thereunder; Liens and Assessments of  
Klamath Project and Horsefly Irrigation District, and regulations, contracts,  
easements and water and irrigation rights in connection therewith; Rights of the  
public in and to any portion of said premises lying within the limits of public  
roads and highways; Right of Way, including the terms and provisions thereof, to  
The California Oregon Power Company, a California Corporation, recorded Dec. 19  
1945 in Book 183 at page 201, Deed Records of Klamath County, Oregon, for a pole  
and wire line across a portion of the SW $\frac{1}{4}$  of SW $\frac{1}{4}$  of said Section 5, with right  
of ingress and egress; Agreement dated Aug. 17, 1945, recorded Aug. 24, 1945,  
in Book 179 at page 269, (said agreement states that parties of the first part  
are to bear one-half of cost of the construction of the drain ditch across lands  
of the second party for the privilege of connecting with said drain - all  
parties shall be obliged to bear their proportionate share of maintenance on  
said drain); Right of Way and Easement to State of Oregon, including the terms  
and provisions thereof, as set out in a certain conveyance dated June 23, 1936  
and recorded June 23, 1936 and in Book 106 at page 520 Deed Records of Klamath  
County, Oregon, to construct an open drain ditch through and along a portion of  
the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of said Sec. 8, as follows: That parcel of land 20 feet in width,  
being 10 feet on each side of the following described center line: Beginning  
at a point on the existing Southerly line of the Dairy-Bonanza Highway, said  
point being directly South from Engineers Center Line Station 260.00 of said  
highway, thence 500 feet South; Saving and Excepting a portion of NE $\frac{1}{4}$  of SW $\frac{1}{4}$  of  
said Sec. 5, conveyed to Horsefly Irrigation District of Klamath County, by  
Bargain and Sale Deed dated May 7, 1918, recorded May 29, 1918 in Book 49 at  
page 219 Deed Records of Klamath County, Oregon, and identified therein as  
follows: "It being understood that the grantor herein by this deed only conveys  
a strip of land sufficient in width for necessary canal or lateral lines to be  
laid out and constructed by the Horsefly Irrigation District, and that the title  
to said strip of land is only granted for ditch and canal purposes to The Horse-  
fly Irrigation District, and not with the, or any, right of alienation or assign-  
ment; the said strip of land to revert to said grantor or his, her or their  
successors in interest at any time when the irrigation system to be built and  
maintained by the Horsefly Irrigation District is abandoned by said corporation.

GANDONG, GANDONG,  
& GORDON  
ATTORNEYS AT LAW  
KLAMATH FALLS, ORE.

Warranty Deed - Page 1.

Ret. Stout Realty  
5729 26th  
city

1 or the said corporation ceases to exist."; Right of Way Easement for pole line,  
 2 including the terms and provisions thereof, across NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Sec. 5, Twp. 39 S.,  
 3 R. 11 E.W.M. conveyed to Pacific Power & Light Company by instrument recorded  
 4 Dec. 19, 1945 in Vol. 183 at page 199; Correction right of way easement for  
 5 pole line, including the terms and provisions thereof, conveyed to Pacific Power  
 6 & Light Company by instrument recorded June 28, 1946 in Vol. 191 at page 305;  
 7 Perpetual Easement for irrigation ditches and works, including the terms and  
 8 provisions thereof, across said premises, conveyed to Horsefly Irrigation Dist-  
 9 rict by instrument recorded Dec. 23, 1948 in Vol. 221, Document No. 47307.

10 Grantors reserve possession of buildings until May 1, 1966.

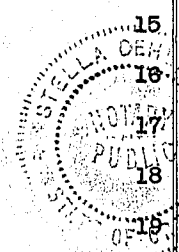
11 TO HAVE AND TO HOLD the said premises with their appurtenances unto the said  
 12 grantees as an estate by the entirety. And the said grantors do hereby covenant,  
 13 to and with the said grantees, and their assigns, that they are the owners in  
 14 fee simple of said premises; that they are free from all incumbrances, except  
 15 those above set forth, and that they will warrant and defend the same from all  
 16 lawful claims whatsoever, except those above set forth.

17 IN WITNESS WHEREOF, They have hereunto set their hands and seals this 18th  
 18 day of March, 1966.

Oregon



*Oliver N. Haley* (SEAL)  
*Alyce H. Haley* (SEAL)



19 STATE OF OREGON )  
 20 County of Klamath ) SS March 24, 1966  
 Personally appeared the above named Oliver N. Haley and Alyce H. Haley,  
 husband and wife, and acknowledged the foregoing instrument to be their  
 voluntary act and deed.  
 Before me:

*Stella Dehlinger*  
 Notary Public for Oregon

My Commission Expires: *Aug 20, 1969*



STATE OF OREGON, )  
 County of Klamath ) ss

Filed for record at request of:

Oregon Title Insurance Co.

on this 28 day of March, 1966

at 4:11 o'clock P.M. and duly

recorded in Vol. M-66 of Deeds

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Fee \$3.00 By *Dorothy Rogers* Deputy  
 County Clerk

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*Ret. Stout Realty*  
*5129 26th*  
*city*