

WARRANTY DEED

3471 Vol. 166 p. 8228

THIS INDENTURE WITNESSETH, that BIDE STEWARD and WINNIE STEWARD, husband and wife, FERN S. WESCOTT and MAURICE E. WESCOTT, husband and wife, and GILBERT FAULSTICH and WINOLA FAULSTICH, husband and wife, hereinafter known as Grantors, for and in consideration of the sum of Ten Dollars to them paid, have bargained and sold, and by these presents do grant, bargain, sell and convey unto ALBERT GEORGE KEADY and SHERYL MARIE KEADY, husband and wife, the following described premises situated in Klamath County, Oregon, to-wit:

Township 40 South, Range 13 East of the Willamette Meridian.

Section 12 - $N\frac{1}{2}SW\frac{1}{4}$ and that portion of $S\frac{1}{2}SW\frac{1}{4}$ lying North of Miller Creek as now located.

Section 11 - That portion of the $S\frac{1}{2}SE\frac{1}{4}$ lying North of Miller Creek and East of Lost River as now located.

Section 13 - That portion of the $NW\frac{1}{4}NW\frac{1}{4}$ lying North of Miller Creek as now located.

TOGETHER WITH a perpetual non-exclusive easement 20 feet wide for ingress and egress to and from said parcel of real property as follows, to-wit: The West 20 feet of the $W\frac{1}{2}SW\frac{1}{4}$, Section 7, Township 40 South, Range 14 East of the Willamette Meridian, extending from the North boundary of the County Road along the South boundary of said Section 7 to the North boundary of Miller Creek Channel across the bridge constructed across same; and the 20 feet adjacent to the North boundary of said Miller Creek Channel extending from the said bridge across said channel West to the East boundary of the $SW\frac{1}{4}$, Section 12, Township 40 South, Range 13 East of the Willamette Meridian, which said easement shall be appurtenant to and run with grantees' said lands herein conveyed.

SUBJECT TO:

1. 1966-67 taxes, now a lien but not yet payable.
2. Acreage and use limitations under provisions of the United States Statutes and regulations issued thereunder. Liens and assessments of Klamath Project and Langell Valley Irrigation District, and regulations, contracts, easements, and water and irrigation rights in connection therewith.
3. Rights of Governmental bodies in and to that portion of the herein described property lying below the high water mark of Miller Creek.
4. Rights of the public in and to any portion of the herein described property lying within the limits of public roads and highways.
5. Agreement, including the terms and provisions thereof, between G. H. Hancock, et ux, first parties, Garner Lundy, et al, second parties, and Langell Valley Irrigation District, third party, Henry Minnick, et ux, and Willow Valley Irrigation District, fourth parties, dated May 1, 1940, recorded February 10, 1947, in Deed Volume 202 at page 133, Records of Klamath County, Oregon, relative to drainage of waste and ditches, reference to which is hereby made.

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1 6. Reservations in deed from The California Oregon Power Company to
2 Laddie Rajnus, et al, dated February 14, 1945, recorded March 14, 1945,
3 in Deed Volume 174 at page 220, Records of Klamath County, Oregon, as
4 follows: "Subject to rights of way for irrigation and drainage ditches
5 and all other easements of record and visible in the premises, including
6 rights of way for pole, anchor guys, overhead wires and appurtenances
7 thereto, as the same are now constructed and in place. The Grantor
8 reserves the right to conduct water across said premises by means of
9 existing river channels or enlargements or relocation of same."

10 7. Reservations and restrictions, including the terms and provisions
11 thereof, as set forth in deed from J. C. Stevenson, et ux, to Bide Steward,
12 et al, recorded September 18, 1961, in Deed Volume 332 at page 284,
13 Records of Klamath County, Oregon.

14 TO HAVE AND TO HOLD the said premises with their appurtenances unto the
15 said Grantees as an estate by the entirety.

16 And the said Grantors do hereby covenant to and with the said Grantees,
17 and their assigns, that they are the owners in fee simple of said premises;
18 that they are free from all encumbrances, save and except as above set forth,
19 and that they will warrant and defend the same from all lawful claims whatsoever,
20 except those above set forth.

21 IN WITNESS WHEREOF, they have hereunto set their hands and seals this
22 25th day of July, 1966.

23 Bide Steward (SEAL)
24 Winnie Steward (SEAL)
25 Maurice E. Wescott (SEAL)
26 Everett Wescott (SEAL)
27 Gilbert Faulstich (SEAL)
28 Harold Faulstich (SEAL)

29 STATE OF OREGON)
30) ss. July 25, 1966
31 County of Klamath)

32 Personally appeared the within named BIDE STEWARD and WINNIE STEWARD,
husband and wife, and acknowledged the foregoing instrument to be their
voluntary act and deed.

Before me:
Howard Bankhead
NOTARY PUBLIC FOR OREGON
My Commission expires: March 13 1970

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1 STATE OF OREGON)
2 County of Klamath) ss.

July 28, 1966

3 Personally appeared the within named MAURICE E. WESCOTT and PERN S.
4 WESCOTT, husband and wife, and acknowledged the foregoing instrument to be
their voluntary act and deed.

5 Before me:

Howard Barnhill
NOTARY PUBLIC FOR OREGON
My Commission expires: March 13 1970

8 STATE OF OREGON)
9 County of Klamath) ss.

July 25, 1966

10 Personally appeared the within named WINOLA FAULSTICH, wife of Gilbert
11 Faulstich, and acknowledged the foregoing instrument to be her voluntary act
and deed.

12 Before me:

Howard Barnhill
NOTARY PUBLIC FOR OREGON
My Commission expires: March 13 1970

15 STATE OF OREGON)
16 County of ^{WASHINGTON} Multnomah) ss.

July 29, 1966

17 Personally appeared the within named GILBERT FAULSTICH, husband of Winola
18 Faulstich, and acknowledged the foregoing instrument to be his voluntary act
and deed.

19 Before me:

Joan M. White
NOTARY PUBLIC FOR OREGON
My Commission expires: 3-17-69

23 STATE OF OREGON; COUNTY OF KLAMATH; ss.

24 Filed for record a 1966 *Warrant Deed*
25 is this day of August 1966, at 4:01 o'clock P. M., and
26 duly recorded in Vol. 116, of *Index* 8228
27 By *Dorothy Rogers*
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Return to:
Oregon Title Insurance Co.

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

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