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THIS INDENTURE WITNESSETH, That Lloyd A. Warner and Fern L. Warner, husband and wife, and Oregon Pacific Manufacturing Co., a copartnership consisting of Lloyd A. Warner and Fern L. Warner, hereinafter known as grantors, for the consideration hereinafter recited, have bargained and sold, and by these presents do grant, bargain, sell and convey unto National Pacific, Inc., a Texas corporation, its successors and assigns, the following described premises situated in Klamath County, Oregon, to-wit:

PARCEL I: A portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 3, Twp.39 South, Range 9 E.W.M., more particularly described as follows:

Beginning at a point 50 feet West and 330.31 feet North of the Southeast corner of SW $\frac{1}{4}$ SW $\frac{1}{4}$, said point being on the North line of that certain parcel of land conveyed by Nassou Co., a corporation to Great Northern Railway Company, dated September 28, 1928, recorded October 29, 1928, in Book 82, Page 463, Deed Records of Klamath County, Oregon; thence North along a line parallel to and 50 feet West of the East line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, 135 feet; thence West along a line parallel to the South line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, 323 feet; thence South along a line parallel to the East line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$, 135 feet, more or less, to a point on the North line of the above described parcel of land conveyed to the Great Northern Railway Company; thence East along said North line 323 feet, more or less, to the point of beginning.

PARCEL II: A parcel of land situated in the E $\frac{1}{2}$ N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 3, Twp.39 South, Range 9 E.W.M., described as follows:

Beginning at the Southwest corner of said subdivision; thence North on the West line thereof to its Northwest corner; thence East on the North line 610 feet, more or less, to the West right of way line of O.C. & E. Railroad; thence South on said line to the North line of the tract of land deeded to Warner by Deed recorded in Deed Book 291 at page 469; thence West on the North line of said Warner tract to the Northwest corner thereof; thence South on the West line of said Warner tract to the South line of the N $\frac{1}{2}$ E $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$; thence West on the South line of said subdivision 285 feet, more or less, to the point of beginning;

SUBJECT TO:

1. Taxes for fiscal year commencing July 1, 1968;
2. Acreage and use limitations under provisions of the United States Statutes and regulations issued thereunder.

Liens and assessments of Klamath Project and Klamath Irrigation District, and regulations, contracts, easements and water and irrigation rights in connection therewith.

3. Conditions and restrictions as disclosed by Warranty Deed recorded October 8, 1947 in Book 212, page 193 from Western Cities Company to C.P. Peyton and Doris A. Peyton, husband and wife, in which the right was reserved to construct and maintain ditches, canals and pipe lines over, under or across land herein described for the purpose of diverting and delivering water for irrigation and domestic uses to adjoining properties.

4. Mortgage, including the terms and provisions thereof, dated

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June 19, 1968, recorded August 2, 1968 in M-68 at Page 7025 mortgage records of Klamath County, Oregon, given to secure the payment of \$9000.00 with interest thereon and such future advances as may be provided therein, executed by Oregon Pacific Manufacturing Co., a Co-partnership and Lloyd A. Warner and Fern L. Warner, husband and wife, to C. P. Peyton and Doris A. Peyton, husband and wife, which mortgage grantee expressly assumes and agrees to pay as it becomes due.

The true and actual consideration for this transfer is \$36,000.00, being \$27,000.00 cash and \$9000.00 by assumption of above described mortgage.

The foregoing recitation of consideration is true as I verify believe.

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said Grantee, its successors and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, its successors and assigns, that they are the owners in fee simple of said premises; that they are free from all incumbrances, except as above set forth, and that they will warrant and defend the same from all lawful claims whatsoever, except those above set forth.

IN WITNESS WHEREOF, They have hereunto set their hands and seals this 30th day of August, 1968.

Lloyd A. Warner (SEAL)
Fern L. Warner (SEAL)

OREGON PACIFIC MANUFACTURING CO.,
A Partnership

by Lloyd A. Warner
by Fern L. Warner
Partners

STATE OF OREGON)
County of Klamath) SS August 30, 1968

Personally appeared the above named Lloyd A. Warner and Fern L. Warner, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

William G. Gony
Notary Public for Oregon
My Commission expires Nov. 20, 1971

STATE OF OREGON)
County of Klamath) SS

On this 30th day of August, 1968, before me, the undersigned, a notary public in and for said county and state, personally appeared Lloyd A. Warner and Fern L. Warner, who acknowledged themselves to be members of Oregon Pacific Manufacturing Co., a partnership, and that they, as such partners, being authorized so to do, executed the foregoing instrument for the purposes therein

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1 by signing the name of the partnership by themselves as copartners.
2 IN WITNESS WHEREOF, I hereunto set my hand and official seal.

3 William E. Gmy
4 Notary Public for Oregon

5 My Commission expires Nov. 20, 1971

16 STATE OF OREGON
17 County of Clatsop
18 Filed for Record on the 30th day of August A.D. 1968
19 at 3:44 P.M. and duly
20 recorded in Vol. 718 of Records
21 Page 2891
22 DONALD J. JOHNS, County Clerk
23 By Donna M. Knutson Deputy
24 Fee 4.50

29 Return to:
30 Sam A. King Company
31 2929 West Kingsley Rd.
32 Garland, Texas

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

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