

APR 13 11:53 AM 1971

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VOL 171 PAGE 3166

1 KNOW ALL MEN BY THESE PRESENTS, that KLAMATH PRODUCTION CREDIT ASSOCIATION,
2 a corporation duly organized and existing under the laws of the United States
3 of America, hereinafter called Grantor, for the consideration hereinafter
4 stated, does hereby grant, bargain, sell and convey unto OSCAR SCHROEDER and
5 DORA J. SCHROEDER, husband and wife, hereinafter called Grantees, and Grantees'
6 heirs and assigns, that certain real property, with the tenements, hereditaments
7 and appurtenances thereunto belonging or appertaining, situated in the County
8 of Klamath, and State of Oregon, described as follows, to-wit:

9 PARCEL 1: TOWNSHIP 38 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN:

10 Section 19: Lot 1 (NW $\frac{1}{4}$ NW $\frac{1}{4}$) EXCEPTING the following described portions
11 thereof, to-wit: Commencing on the East line of Lot 1, Sec-
12 tion 19, Township 38 South, Range 11 East of the Willamette Meridian at a
13 point South 00°28' West 515.42 feet from the Northeast corner of said Lot
14 1, and running South 00°28' West along said East line a distance of 104.36
15 feet; thence North 89°32' West 104.36 feet to a point; thence North 00°28'
16 East 104.36 feet to a point; thence South 89°32' East 104.36 feet to the
17 point of beginning. Easterly 30 feet of said Lot 1, Section 19, Township
18 38 South, Range 11 East of the Willamette Meridian, extending from the
19 North boundary to the South boundary of said Lot; and ALSO EXCEPTING the
20 following-described real property: Beginning at a 5/8 inch iron pin,
21 marking the Northwest corner of said Section 19; thence South 89°32' East
22 along the North line of said Section 19 a distance of 1031.24 feet to the
23 true point of beginning of this description; thence South 0°28' West at
24 right angles to the North line of said Section 19 a distance of 30.00
25 feet to a 1/2 inch iron pin on the South right of way line of the County
26 Road; thence continuing South 0°28' West a distance of 260.40 feet to a
27 1/2 inch iron pin; thence South 89°32' East parallel with the North line
28 of said Section 19 a distance of 150.00 feet to a 1/2 inch iron pin;
29 thence North 0°28' East a distance of 260.40 feet to a 1/2 inch iron pin
30 on the South line of said County Road; thence continuing North 0°28' East
31 a distance of 30.00 feet to the North line of said Section 19; thence
32 North 89°32' West along the North line of said Section 19 a distance of
150 feet to the true point of beginning. The above described tract of
land includes a 30 foot strip of land in the county road right of way along
the Northerly 30 feet thereof. FURTHER ALSO EXCEPTING a tract of land sit-
uated in Lot 1, Section 19, Township 38 South, Range 11 East of the Willa-
mette Meridian, Klamath County, Oregon, more particularly described as
follows: Beginning at a 5/8 inch iron pin marking the Northwest corner of
said Section 19; thence South 89°32' East along the North line of said Sec-
tion 19 a distance of 1181.24 feet to the true point of beginning of this
description; thence South 00°28' West a distance of 290.40 feet; thence
South 89°32' East a distance of 135 feet, more or less, to the West line
of that tract of land described in Deed Volume M-68, page 1820 of the
Klamath County deed records; thence Northerly along said West line 290.40
feet to the North line of said Lot 1; thence North 89°32' West a distance
of 135 feet to the true point of beginning.

29 PARCEL 2: TOWNSHIP 38 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN:

30 Section 9: S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$

31 Section 10: S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$

32 Section 24: E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$

Warranty Deed - Page 1.

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

A-20

FORM No. 725-SATISFAC

SS

1 Subject
2 States of
3 of Klamath
4 tracts, and
5 Rights of
6 the limits
7 terms and
8 page 141
9 sions there
10 19 at page
11 provisions
12 and wife,
13 April 20,
14 reserve 3/4
15 lands (aff
16 provisions
17 Book 88 at
18 fourth of
19 land (aff
20 thereof, as
21 254, to-wit:
22 to all of
23 The language
24 Deed recorded
25 and excepting
26 structured in
27 easement for
28 and S $\frac{1}{2}$ SW $\frac{1}{4}$ of
29 provisions of
30 83 (affects pa
31 tion of NE $\frac{1}{4}$ SW $\frac{1}{4}$
32 and provisions
33 123, and S $\frac{1}{2}$ SW $\frac{1}{4}$
34 Deed Volume 33
35 including the
36 Deed Volume 320
37 19, 1960, in De
38 Deed Volume 32
39 including the
40 Volume 230 at p
41 right across Lot
42 of land 10 feet
43 road, recorded
44 the true and actu
45 TO HAVE AND TO HO
46 Assign forever
47 And said Grantor
48 have and assign

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Subject to: Acreage and use limitations under provisions of the United States Statutes and regulations issued thereunder; Liens and assessments of Klamath Project and Horsety 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 roads and highways; Easement and right of way, including the terms and provisions thereof, recorded May 9, 1947, in Deed Book 206 at page 141 (affects Parcel 2); Right of way, including the terms and provisions thereof, for road purposes, recorded November 9, 1905, in Deed Book 19 at page 19 (affects Parcel 1); Reservations, including the terms and provisions thereof, as set out from Jacob Rueck and Ada D. Rueck, husband and wife, to L. N. Roney and Orilla G. Roney, husband and wife, recorded April 20, 1929 in Deed Book 86 at page 288, to-wit: "The grantors herein reserve 3/32 interest to all oil and mineral that may be found on said lands" (affects Parcels 1 and 2); Reservations, including the terms and provisions thereof, as set out in Deed recorded December 4, 1929, in Deed Book 88 at page 343, to-wit: "The grantors herein reserve three sixty-fourths of the rights to all oil and minerals that may be found on said land" (affects Parcel 2); Reservations, including the terms and provisions thereof, as set out in Deed recorded May 9, 1930, in Deed Book 90 at page 254, to-wit: "The grantors herein reserve three sixty-fourths of the rights to all oil and minerals that may be found on said land" (affects Parcel 2); The language, including the terms and provisions thereof, as set out in Deed recorded July 3, 1931, in Deed Book 95 at page 521, to-wit: "...save and excepting herefrom the land upon which the irrigation ditch now constructed is situated..." (affects Parcel 2); Agreement for right of way and easement for pump across the NW 1/4 of Sec. 19, Twp. 38 S., R. 11, E.W.M. and SW 1/4 of Sec. 18, Twp. 38 S., R. 11, E.W.M., including the terms and provisions thereof, recorded January 25, 1941, in Deed Book 135 at page 83 (affects Parcel 1); Perpetual Easement for pipe line across North portion of NE 1/4 of Sec. 24, Twp. 38 S., R. 11, E.W.M., including the terms and provisions thereof, recorded March 24, 1954, in Deed Book 266 at page 123, said easement also set forth in instrument recorded June 7, 1962, in Deed Volume 338 at page 136 (affects Parcel 2); Right of Way Agreement, including the terms and provisions thereof, recorded April 19, 1960, in Deed Volume 320 at page 376. Ratification of said easement recorded April 19, 1960, in Deed Volume 320 at page 379, and recorded March 24, 1961, in Deed Volume 328 at page 194 (affects Parcel 2); Easement and right of way, including the terms and provisions thereof, recorded May 4, 1950, in Deed Volume 238 at page 505 (affects Parcel 2); Perpetual easement and water of land 10 feet in width along the South right of way line of the County Road, recorded November 9, 1965, in M-65 at page 3539 (affects Parcel 1).

The true and actual consideration paid for this transfer is \$208,500.00.

TO HAVE AND TO HOLD the same unto the said Grantees and Grantees' heirs and assigns forever.

And said Grantor hereby covenants to and with said Grantees and Grantees' heirs and assigns, that Grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances, except those above set forth, and that Grantor will warrant and forever defend the above granted 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.

Done by order of the Grantor's board of directors, with its corporate seal

KANON, HANSON
ATTORNEYS AT LAW
KLAMATH FALLS, ORE.

Warranty deed - Page 2.

FORM No. 725-SATISFACTORY

A-20

1 affixed, the

6 STATE OF OREGON
7 County of Klamath
8 Personal
9 sworn, each for
10 the president
11 tion Credit As
12 going instrum
13 ment was signed
14 board of direc
15 voluntary att
16 Before me

(SEAL)

1 affixed, this 2nd day of April, 1971.

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KLAMATH PRODUCTION CREDIT ASSOCIATION

By J. Randall Pope
its President
By Don W. Krider
its Secretary-Treasurer

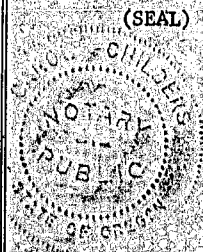
6 STATE OF OREGON)
7 County of Klamath) SS April 7th, 1971

8 Personally appeared J. Randall Pope and Don W. Krider, who, being duly
9 sworn, each for himself and not one for the other, did say that the former is
10 the president and that the latter is the secretary-treasurer of Klamath Produc-
11 tion Credit Association, a corporation, and that the seal affixed to the fore-
12 going instrument is the corporate seal of said corporation and that said instru-
13 ment was signed and sealed in behalf of said corporation by authority of its
14 board of directors; and each of them acknowledged said instrument to be its
15 voluntary act and deed.

16 Before me:

Carol Childers
Notary Public for Oregon

My Commission Expires: 10-18-74



20 STATE OF OREGON, }
21 County of Klamath } ss.

22 Filed for record at request of:

23 Transamerica Title Ins. Co.
24 on this 13th day of April A.D. 1971
25 at 11:33 o'clock A.M. and duly
26 recorded in Vol. M71 of Deeds
27 Page 3166

28 WM. D. MILNE, County Clerk

29 By Cynthia [Signature]

30 Fee \$4.50 Deputy.

31 Return to:
32 Ganong, Ganong & Gordon
538 Main St.
City

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

Warranty Deed - Page 3.

A-28
FORM No. 725-SAT
SS
KNOW AT
FORM No. 1-BILL OF SALE
28