

WARRANTY DEED

THIS INDENTURE WITNESSETH, that JOSEPH W. NEGUS and THELMA S. NEGUS, husband and wife, hereinafter known as Grantors, for the consideration herein-after recited, have bargained and sold and by these presents do grant, bargain, sell and convey unto CARSON P. MERKLEY and ELIZABETH M. MERKLEY, husband and wife, hereinafter known as Grantees, the following described premises situated in Klamath County, Oregon, to-wit:

PARCEL 1:
In Township 36 South, Range 14, East of the Willamette Meridian.
Section 28: $\frac{1}{2}$ less that portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ lying Northerly of Sprague River and Northwesterly of the BK Canal, and also saving and excepting therefrom that portion described as follows:

Beginning at an iron pipe set in the old fence corner at the South quarter-section corner of said Section 28; thence North 1 degree 32-3/4' East along the existing North-South fence 800.2 feet to the Southerly right-of-way boundary of State Highway No. 66 as the same is presently located and constructed; thence North 65 degrees 22' West along said Southerly right-of-way boundary 1309.4 feet to an iron pin; thence South 1 degree 32-3/4' West 1319.9 feet to the old existing fence on the Southerly boundary of said Section 28; thence South 88 degrees 45' East 1204.5 feet, more or less, to the point of beginning.

Section 29: All lying Southerly of the Klamath Falls-Lakeview Highway, LESS THE FOLLOWING: NE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$ and S $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$.

Section 32: NE $\frac{1}{4}$ NE $\frac{1}{4}$.

In Township 37 South, Range 14, East of the Willamette Meridian.
Section 5: Lot 3; SE $\frac{1}{4}$ SW $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$.

PARCEL 2:
In Township 36 South, Range 14, East of the Willamette Meridian.
Section 20: SW $\frac{1}{4}$; that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ lying Southwesterly of Sprague River; SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$.

Section 29: All lying Northerly of the Klamath Falls-Lakeview Highway, LESS THE FOLLOWING: Parcel #3 (described below), and NW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$.

PARCEL 3: AN UNDIVIDED TWO THIRDS INTEREST IN AND TO THE FOLLOWING:
In Township 36 South, Range 14, East of the Willamette Meridian.
Section 29: That portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ described as follows: Beginning at the intersection of the East line of the Ivory Pine County Road with the Northerly line of the Klamath Falls-Lakeview Highway; thence North along the East line of the Ivory Pine Road to the North line of said Section 29; thence East along said North line a distance of 775.0 feet; thence South, parallel with the West line of said Section 29, to the Northerly line of said Klamath Falls-Lakeview Highway; thence Northwesterly along said Northerly line to the point of beginning.

7501

SUBJECT TO contract and/or lien for irrigation and/or drainage; to reservations, easements, restrictions and rights of way of record and those apparent on the land.

The true and actual consideration for this transfer is \$70,549.05.

The foregoing recitation of consideration is true as we verily believe.

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said Grantees as an estate by the entirety. And the said Grantors do hereby covenant to and with the said Grantees, and their assigns, that they are the owners in fee simple of said premises; that they are free from all encumbrances except those 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 30 day of December, 1967.

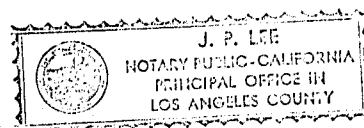
Joseph W. Negus (SEAL)
Thelma S. Negus (SEAL)

STATE OF OREGON)
County of Klamath) ss.

December 30, 1967

Personally appeared the above named JOSEPH W. NEGUS and THELMA S. NEGUS, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:



J. P. Lee
NOTARY PUBLIC FOR CALIF.
My Commission expires: 7/30/71

STATE OF OREGON, }
County of Klamath } ss.

Filed for record at request of:
Klamath County Title Co

on this 15 day of June, A. D., 1973
at 2:53 o'clock P. M. and duly
recorded in Vol. M-73 of deeds
Page 7500

WM. D. MILNE, County Clerk

By *Paula Dick* Deputy.
Fee 4.00

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

Return Federal Land Bank
P.O. Box 148
Klamath Falls, Oregon
97601
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