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20105

A parcel of land lying in Sections 29 and 32, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath State of Oregon, being a portion of that real property described on page 559, Volume 259, said parcel more particularly described as follows:

Starting at a steel stake set in a mound of stone, which stake marks the Northeast cirrier of the SEk of the SWk, Section 29; thence North 89, 19.9, West 60 feet along a well established fence line to a fence corner; thence North 6, 11, East 2571.58 feet along a well ustablished fence ling to a steel stake; thence North 74° 20.9' Fast 665.09 freet to a steel stake; thence North 74° 20.9" East 30.61 feet to a steel stake; thence North 74° 20.9' East 30.61 feet to a steel stake; thence North 74° 20.9' East 703.07 feet to a steel stake; thence North 0° 53' East 759.84 feet along a well established fence line to a fence corner; thence |oith 49 01 West 23.32 feet to a fence corner; thence North 0° 53° Enat 907 feet along a well established fence line to a fence corner; thence North 10° 53° East 19° 07' East 18.53 feet to a fence corner; thence North 10° 53' East 471.75 feet along a well established fence line to a fence corner; thence North 89° 19.9' West 1326.07 feet along a well established fence line to the place of beginning.

Together with a non-enclusive right of ingress and egress across a 60 foot strip of land adjoining the above described parcel, said strip more particularly described as follows:

Starting at the steel stake which lies on the Southerly line of the above describe (parcel of land and which steel stake lies North 74" 20.9' East 165:09 feet from the Southwest corner of the above described parce) of land; thence South 4° 11.3' East 863.71 feet more or less to a siteel stake which lies on the Northerly right of way line of (scenon Highway 66 as constructed; thence North 72° 56.4' East 30.77 feet along said right of way line to a steel stake; thence North 72° 56:4' East 30.77 feet along said right of way line to a steel stake; thence North 72° 56:4' East 30.77 feet along said right of way line to a steel stake; thence North 72° 56:4' East 30.77 feet along said right of way line to a steel stake; thence North 4° 11.3' West 862.06 feet more or less to a steel stake which lies on the South line of the above described parcel; thence South 74° 20.9' West 30.61 feet along said South line to a steel stake; thence South 74° 20.9' West 30.61 feet along said South line to the place of beginning.

- Subject, however, to the following:

 1. Taxes for the year 1078-1979 are now a lien but not yet payable. 2. As disclosed by the assessment and tax roll, the premises herein have been special assensed for farm use. If the land becomes disqualified for this special assessment under the statutes, an additional tax, plus interest and penalty, will be levied for the number of years in which this special assessment was in effect for the land.

 3. Rights of the public in and to any portion of said premises lying
- within the limits of public roads and highways.
- 4. Regulations, including levies, assessments, water and irrigation rights and easements or ditches and canals, of Emmitt District
- Improvement Company.

 5: Water contract, including the terms and provisions thereof, between United States of Americal and Emmitt District Improvement Co., dated December 1, 1947, recorded July 14, 1948 in Book 222 at page 439, Deed Records.
- 6. Waiver of ripariad rights, including the terms and provisions thereof, from R. A. Emmitt, et ux, to United States of America dated July 5, 1905 recorded September 16. If 05 in Book 18 at page 328. Deed Records.
 7. Right of way, including the terms and provisions thereof, dated December 23, 1907, recorded December 24, 1907 in Book 23 at page 410, Deed Records, from Robert A. Emmitt, et ux., to United States of America. 8. Contract, including the terms and provisions thereof, between United States of America and C. F. Wall and May Wall, husband and wife, to Water Supply pursuant to the Warren Act, dated July 15, 1941, recorded July 31, 1941 in Book 140 nt page 81, Deed Records, which Mortgagors do not assume and agree to pay, and Mortgagee further covenants to and with Mortgagors that the said prior contract shall be paid in full prior to, or ut the time this contract is fully paid and that said above described real property will be released from the lien of said contract upon payment of this contrict

9: Nortgage, including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein, given to secure the payment of \$10,000.00 December 1, 1965 December 6, 1965 Paul D. Hess and Helen E. Hess, husband and wife, Federal Land Bank of Spokane, a corporation, which Dated Recorded Mortgagors do not assum and agree to pay, and Mortgagee further covenants to and with Mortgagors but the said prior mortgage shall be paid in full prior to, or at the time this contract is fully paid and that said above described real property will be released from the lien of said mortgage upon payment of this contract.

10. Mortgage, including the terms and provisions thereof, with interest the property and such full managers and provisions thereof. therman and such future selvances as may be provided therein, given to Narch 14, 1966 Book: N-66 Page: 2180

Narch 15, 1966 Book: N-66 Page: 2699

Narch 15, 1966 Book: N-66 Page: 2699 secure the payment of 116 341.10 Distud Recorded HOFTEREOF Book: March 28, 1966 Book: Meterorded : Narch 28, 1966 by instrument Book: M-66 Hortgaged September 28, 1967 Book: M-67 Page: 7573 : United States National Bank, which Mortgagors do not Re-recorded assume and agree to pay, and Mortgagee further covenants to and with Mortgages that the said prior mortgage shall be paid in full prior to, ur at the time this contract is fully paid and that said above described real property will be released from the lies of said mortgage upon pay-An easement created by instrument, including the terms and provisions ment of this contract June 18, 1968
June 21, 1968
Picific Power & Light Company thereof. Page: Book: M-68 Dated In favor of Public Power & Light Company
(portion SWISE) Sec. 29 and NVINE Sec. 32. No exact location given)
12. Swiject to the equirements and provisions of ORS Chapter 481
12. Swiject to the equirements and provisions of ownership of a mobile pertaining to the religious mad transfer of ownership of a mobile home, and any interest of liens disclosed thereby.

> WATE OF CREGON; COUNTY OF KLAMATH; 15. Transamerica Title Co and for record at request of L. ____A D 188 of 10366ckA M., onr -4 _12th day of September : on Page 20103 tuty recorded in Vol. _178 __ of _Deeds_ WE D. HILKE, County Clara experienter thetoch

> > F0:512.00

. ON ORISON, COUNTY OF KLAWATH; 53 14th He of September A D. 19 78 at 10:27 Cock AM, and of for recomplete And Astron Av recorded in Vol. 1178 of Mortgages on Page 20293

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