

KNOW ALL MEN BY THESE PRESENTS, That DAVID A. LINDSAY and KAREN J. LINDSAY, husband and wife, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by PETER VAN JOHNSON and TERRI LOVELIA JOHNSON, husband and wife, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

SEE EXHIBIT "A", attached hereto

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except reservations, restrictions, rights-of-way, easements of record and those apparent upon the land, and that

grantor will warrant and forever defend the said 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 23,000.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 8 day of November 1978; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If executed by a corporation, affix corporate seal)

STATE OF OREGON, County of \_\_\_\_\_, 19\_\_\_\_ ss.

STATE OF OREGON, VIRGINIA }  
City of Charlottesville }  
County of Charlottesville }  
November 9, 1978

Personally appeared the above named Karen J. Lindsay individually and as attorney in fact for David A. Lindsay.

and acknowledged the foregoing instrument to be their HER voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon Virginia

My commission expires: March 4, 1981

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

David A. & Karen J. Lindsay  
3712 Pine Bark Road

GRANTOR'S NAME AND ADDRESS

Peter V. & Terri L. Johnson

GRANTEE'S NAME AND ADDRESS

After recording return to:

Peter V. & Terri L. Johnson

P.O. Box 253

Malin, Oregon

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

Peter V. & Terri L. Johnson

no change requested.

NAME, ADDRESS, ZIP

STATE OF OREGON, } ss.

County of \_\_\_\_\_

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_ or as

file/reel number \_\_\_\_\_

Record of Deeds of said county.

Witness my hand and seal of County affixed.

Recording Officer

By \_\_\_\_\_

Deputy

## EXHIBIT "A"

## DESCRIPTION:

The following described real property in Klamath County, Oregon:

A tract of land situated in the SW1/4NW1/4 of Section 15, Township 41 South, Range 12 E.W.M., Klamath County, Oregon, more particularly described as follows:

Beginning at a point that is 30 feet South and 28.4 feet East of the Northwest corner of the SW1/4NW1/4 of Section 15; thence South 89° 46' East 366.8 feet to the true point of beginning of this description; thence South 89° 14' East 100 feet; thence South 0° 14' West 100 feet; thence North 89° 46' West 100 feet; thence North 0° 14' East 100 feet to the point of beginning.

## SUBJECT TO:

1. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.
2. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Klamath Project and Malin Irrigation District.
3. City liens, if any, due to the City of Malin. (An inquiry has been directed to the City Clerk and a report will follow if such liens are found).
4. A 3 foot easement for the existing irrigation ditch along the West boundary of said land, which easement shall enure to the benefit of land in the SW1/4NW1/4 of said Section 15 lying South of the within granted premises, as disclosed by deed recorded March 26, 1973, Volume M73, page 3475, Microfilm Records of Klamath County, Oregon.
5. Mortgage, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.

Dated: September 19, 1975

Recorded: September 26, 1975

Volume: M75, page 11758, Microfilm Records of Klamath County, Oregon

Amount: \$16,796.00

Mortgagor: David A. Lindsay and Karen J. Lindsay, husband and wife

Mortgagee: State of Oregon, represented and acting by the Director of Veterans' Affairs

Which mortgage Purchasers herein, agree to assume and pay and hold sellers harmless therefrom.

6. Subject to the requirements and provisions of ORS Chapter 481 pertaining to the registration and transfer of ownership of a Mobile Home and any interest or liens disclosed thereby.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record 0000000000

this 14th day of December A.D. 1978 at 9:21 o'clock AM., and

fully recorded in Vol. M-78 of \_\_\_\_\_ on Page 27973

W. D. MILNE, County Clerk

Fee: \$6.00

*Regueline J. Mettee*