

11491

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That JOHN J. STANFORD, a married man,

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by DANIEL H. CASE, Trustee, as more fully set forth in Schedule I attached hereto, 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 Attached Exhibit A.

(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 as set forth in Exhibit A.

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 \$850,000.00

However, the actual consideration consists of or includes other property or value given or promised which is the whole 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 20th day of April, 1982; 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 _____) ss.

Personally appeared _____, 19____, and

_____ who, being duly sworn,
each for himself and not one for the other, did say that the former is the
_____ president and that the latter is the
_____ secretary of _____

_____ a corporation,
and that the seal affixed to the foregoing instrument is the corporate seal
of said corporation and that said instrument was signed and sealed in be-
half of said corporation by authority of its board of directors; and each of
them acknowledged said instrument to be its voluntary act and deed.

Before me:

(OFFICIAL
SEAL)

Notary Public for Oregon

My commission expires:

STATE OF ~~OREGON~~ HAWAII
CITY AND ~~CLATSOP~~ } ss.
County of HONOLULU
April 28, 1982

Personally appeared the above named
JOHN J. STANFORD

and acknowledged the foregoing instru-
ment to be his voluntary act and deed.

Before me: *U. Melnick*
(OFFICIAL SEAL) State of Hawaii
Notary Public for Oregon
My commission expires: 12-14-80

STATE OF OREGON,

County of _____) ss.

I certify that the within instru-
ment was received for record on the
_____ day of _____, 19____,
at _____ o'clock _____ M., and recorded
in book/reel/volume No. _____ on
page _____ or as document/fee/file/
instrument/microfilm No. _____,
Record of Deeds of said county.

Witness my hand and seal of
County affixed.

By _____ Deputy

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording return to:

Grantee
P.O. Box 444
Honolulu Hawaii 96809
NAME, ADDRESS, ZIP

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

Same

NAME, ADDRESS, ZIP

SPACE RESERVED
FOR
RECORDER'S USE

82 MAY 4 PM 4 37

SCHEDULE I

DANIEL H. CASE, Successor Trustee under deed of trust made by Roswell Murray Towill and Jeanie Munro Towill dated September 15, 1958 for the uses and purposes and with all the powers contained in the aforesaid trust instrument, including without prejudice to the generality of the foregoing, full power and authority to sell, convey, exchange, partition, mortgage, lease, pledge or otherwise deal with and dispose of any of the lands or other property or interests of the trust estate according to the Successor Trustee's sole judgment and discretion.

EXHIBIT "A"

The following described real property situate in Klamath County, Oregon, to-wit:

PARCEL I:

A tract of land described as follows: Beginning at an iron pin which marks the Northeast corner of Tract 63 of Roland Park and which iron pin lies North 0°51' West along the 40 line a distance of 542.3 feet and North 89°09' East a distance of 287.2 feet from the iron axle which marks the Southwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, and running thence North 45°09' East a distance of 299.6 feet to an iron pin which lies on the Southwesterly right of way line of the State Highway 40 feet at right angles from the brass plug in the center line of the highway; thence in a Northwesterly direction following a 3°11' curve to the left along the Southwesterly right of way line of the State Highway a distance of 150 feet (the long chord of this curve bears North 48°32' West a distance of 149.96 feet) to an iron pin; thence South 45°09' West a distance of 221.6 feet to an iron pin; thence South 20°18' East a distance of 164.5 feet, more or less, to the point of beginning, said tract being a portion of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 1, Twp. 39 S., R. 9 E.W.M. and

Beginning at an iron pin which marks the Southeast corner of Tract 63, Roland Park, and which iron pin lies North 0°51' West along the 40 line a distance of 462.3 feet and North 89°09' East a distance of 262.2 feet from the iron axle which marks the Southwest corner of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, and running thence North 16°33' East along the Easterly line of above mentioned Tract 63, a distance of 83.8 feet to an iron pin; thence North 45°09' East a distance of 299.6 feet to an iron pin on the Southerly right of way line of the Klamath Falls-Lakeview Highway; thence following the Southerly right of way line of the highway the following bearings and distances: South 46°09' East a distance of 13.5 feet to an iron pin; thence North 43°51' East a distance of 10 feet to an iron pin; and South 46°09' East a distance of 216.5 feet to an iron pin; thence South 43°51' West a distance of 384 feet to an iron pin; thence North 46°09' West a distance of 198.4 feet more or less to the point of beginning, said tract in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1, Township 39 South, Range 9 East of the Willamette Meridian.

EXCEPTING THEREFROM that tract conveyed to the State of Oregon in Deed recorded January 11, 1972, in Vol. M-72, Page 342, Deed Records of Klamath County, Oregon.

PARCEL II:

A tract of land situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point situated N. 00°51' W. 462.3 feet, N. 89°06' E. 262.2 feet, and S. 46°09' E. 198.4 feet from the Southwest corner of the said NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1; thence continuing S. 46°09' E. 106.00 feet; thence N. 43°51' E. 150.00 feet; thence N. 46°09' W. 106.00 feet; thence S. 43°51' W. 150.00 feet to the point of beginning, containing 0.37 acre, with bearings based on recorded Survey No. 625, as recorded in the office of the Klamath County Surveyor.

TOGETHER WITH: The following fixtures: Compressor Room Water Tower and all other equipment in the compressor room except actual compressors; air conditioning and heating units; P.A. system (intercom); Walk-in Freezer; Walk-in Dairy Cooler; Walk-in Produce Cooler; Walk-in Meat Cooler; All sinks and attached shelving in produce and meat-cutting rooms.

SUBJECT TO:

1. Acreage and use limitations under provisions of United States Statutes and regulations issued thereunder.
2. Liens and assessment of Klamath Project and Enterprise Irrigation District, and regulations, contracts, easements, water and irrigation rights in connection therewith.
3. Grant of Right of Way, including the terms and provisions thereof, by and between B. W. Short and The California Oregon Power Company, a California corporation,

dated April 17, 1926, recorded May 22, 1926, in Vol. 69, Page 577, Deed Records of Klamath County, Oregon.

4. Overhang Easement, including the terms and provisions thereof, by and between Joseph T. Riker and Joyce L. Riker, husband and wife, and The California Oregon Power Company, a California corporation, dated June 12, 1958, recorded June 17, 1958, in Vol. 300, Page 176, Deed Records of Klamath County, Oregon. Affects Parcel 2.

5. Terms and provisions contained in deed from Bernald H. Donaca and Charlotte M. Donaca, to the State of Oregon, by and through its State Highway Commission, dated December 27, 1971, recorded January 11, 1972, in Vol. M-72, Page 342, Deed Records of Klamath County, Oregon. Affects Parcel 1.

6. Right of Way, including the terms and provisions thereof, by and between Bernald H. Donaca and Charlotte M. Donaca, and Pacific Power & Light Company, dated September 22, 1971, recorded January 12, 1972, in Vol. M-72, Page 386, Deed Records of Klamath County, Oregon. Affects Parcel 1.

7. Easement, including the terms and provisions thereof, by and between Ted W. Dress to Oregon Water Corporation, a public utility of the State of Oregon, dated October 15, 1973, recorded October 17, 1973, in Vol. M-73, Page 13981, Deed Records of Klamath County, Oregon, as follows: "... easement 10 feet in width for the purpose of laying, constructing, operating, maintaining, changing, relocating, improving and/or replacing one or more mains or pipelines, with necessary or desirable appurtenances thereto, for the transmission and distribution of water for all useful purposes, upon, over and across adjacent real property". Affects Parcel 1.

8. Terms and provisions thereof, contained in deed from Joseph T. Riker and Joyce L. Riker, husband and wife, to State of Oregon, by and through its Department of Transportation, Highway Division, dated October 12, 1973, recorded November 26, 1973, in Vol. M-73, Page 15379, Deed Records of Klamath County, Oregon. Affects Parcel 2.

9. Agreement for Easement, including the terms and provisions thereof, by and between Enterprise Irrigation District to Ted W. Dress and Darlene L. Dress, husband and wife, dated February 11, 1975, recorded February 12, 1975, in Vol. M-75, Page 1750, Deed Records of Klamath County, Oregon. Affects Parcel 1.

10. Indenture of Access, including the terms and provisions thereof, by and between State of Oregon, by and through its Department of Transportation, Highway Division, and Ted W. Dress and Darlene L. Dress, dated May 9, 1975, recorded June 4, 1975, in Vol. M-75, Page 6230, Deed Records of Klamath County, Oregon. Affects Parcel 1.

11. Mortgage, including the terms and provisions thereof executed by Ted W. Dress and Darlene L. Dress, husband and wife, to First National Bank of Oregon, a national banking association, dated September 4, 1973, recorded September 6, 1973, in Vol. M-73, Page 11955, Mortgage Records of Klamath County, Oregon, to secure the payment of \$250,000.00, which Grantee assumes, and agrees to pay, according to the terms thereof and the note secured by it. Affects Parcel 1.

12. Easements and rights of way of record and apparent thereon.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record by request of _____

On the 4 day of May A.D. 1982 at 4:37 o'clock P.M. and
duly recorded in Vol. M 82, of Deeds on Page 5585

Fee \$16.00

EVILYN BIEHN, County Clerk

By *[Signature]*