

17221

TA-25187

16257

WARRANTY DEED

Vol. 118 Page 13523

ROBERT L. MALLOY and

KNOW ALL MEN BY THESE PRESENTS, That MARILYN K. MALLOY, husband and wife hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by DANIEL STRICKLAND and MARIAN STRICKLAND, husband and wife

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:

A tract of land situated in the NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub> of section 10, T34S, R7EWM, Klamath County, Oregon, more particularly discribed as follows:

Beginning at the southeast corner of the said NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>; thence S89°06'17"W, along the south line of said NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>, a distance of 402.44 feet; thence N21°17'44" 1420.18 feet to West the north line of said NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>; thence N88°57'42"E, along the north line of said NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>, a distance of 904.98 feet to the northeast corner of said NE<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>; thence S00°34'25"E 1333.39 feet to the point of beginning, containing 20.00 acres, with bearings based on survey No. 3600, as recorded in the office of the Klamath County Surveyor.

Subject to the "Grant Easement", as set forth in Schedule "A", attached hereto and made a part hereof.

Also subject to the "Agreement For Easement", as set forth in Schedule "B", attached hereto and made a part hereof.

( continued on reverse side )

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION

(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 a mortgage in the face value of One Hundred Forty Thousand Dollars (\$140,000.00)

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 \$ 100,000.00

~~XXXXXX~~ (indicate which). (The sentence between the symbols ~~XXXXXX~~, 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 6 day of Oct, 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)



OFFICIAL SEAL  
JACK MARTIN  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN THE  
COUNTY OF MONTEREY  
Comm. Exp. Sept. 20, 1983

ROBERT L. MALLOY  
MARILYN K. MALLOY

CALIFORNIA  
STATE OF OREGON,  
County of MONTEREY  
OCTOBER 6, 1982

STATE OF OREGON, County of ) ss.  
1982

Personally appeared 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

Personally appeared the above named ROBERT L. MALLOY and MARILYN K. MALLOY

and acknowledged the foregoing instrument to be THEIR voluntary act and deed.

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 behalf 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)



OFFICIAL SEAL  
JACK MARTIN  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN THE  
COUNTY OF MONTEREY

CALIFORNIA

Notary Public for Oregon  
My commission expires: SEPT 20, 1983

MR. & MRS. ROBERT L. MALLOY  
Route 3, Box 524  
Carmel, California 93923

MR. & MRS. DANIEL STRICKLAND  
966 Cass St Suite 150  
Monterey, Ca 93940

After recording return to:  
MR. & MRS. DANIEL STRICKLAND

Until a change is requested all tax statements shall be sent to the following address,  
MR. & MRS. DANIEL STRICKLAND

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/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

15200

13524

(continued from reverse side)

Also subject to the deed restrictions as follows:

A parcel of five (5) acres in the southern part of the twenty (20) acre plot is to be retained as a green belt area. There are no structures on that property at the present time and none shall be erected hereafter. The property has trees on it and is in a natural state. That five (5) acre parcel is described as follows:

Beginning at the southeast corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of section 10, T34S, R7EWM, Klamath County, Oregon; thence S89°06'17"W, along the south line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ , 402.44 feet; thence N21°17'44"W 477.44 feet; thence N89°06'17"E, parallel to said south line, 571.38 feet to the east line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ ; thence S00°34'25"E 447.50 feet to the point of beginning, containing 5.00 acres.



CLERK OF COUNTY  
COUNTY OF KLAMATH  
JACK WAGGON  
OFFICIAL SEAL



CLERK OF COUNTY  
COUNTY OF KLAMATH  
JACK WAGGON  
OFFICIAL SEAL

GRANT OF EASEMENT

15201  
13525

Earl L. Scherer and Hallie E. Scherer, hereinafter called "Grantor", conveys to Robert B. Chilcote, his heirs and assigns, hereinafter called "Grantee", a non-exclusive easement for the purpose of ingress and egress upon the following described property:

A 60 foot strip of land situated in the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 14 and in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 11, Township 34 S, Range 7 East of the Willamette Meridian, Klamath County, Oregon; said strip of land being 30 feet each side of, measured at right angles to, the following described centerline;

Beginning at a point on the south line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 14, said point being easterly a distance of 627.1 feet from the Southwest corner of the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 14; thence northwesterly a distance of 1450 feet, more or less, to a point that is N89° 35-1/3' East a distance of 30 feet from the northwest corner of said Section 14; thence North 01° 04' 25" West, parallel to and 30 feet easterly at right angles from the west line of said Section 11, a distance 533.35 feet, more or less, to a point that is South 01° 04' 25" East a distance of 800.0 feet and North 89° 31' 30" East a distance of 30 feet from the northwest corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 11.

for the use and benefit of the following described property situate in Klamath County, Oregon to wit:

SE $\frac{1}{4}$ SE $\frac{1}{4}$  Section 10 Township 34 South, Range 7 East of the Willamette Meridian

with the right to maintain said easement in a reasonable manner.

Earl L. Scherer

dated Oct. 10 1978

Hallie E. Scherer

dated Oct. 10 1978

\_\_\_\_\_

dated \_\_\_\_\_

STATE OF OREGON,

County of Josephine

FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS NEW LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 10th day of October, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Earl L. Scherer and Hallie E. Scherer

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

P. Robinson  
Notary Public for Oregon  
My Commission Expires 10 10 1980  
PUBLIC - OREGON

13526  
13526

**AGREEMENT FOR EASEMENT**

**THIS AGREEMENT**, Made and entered into this 16th day of September, 1982,  
by and between ROBERT L. MALLOY and MARILYN K. MALLOY, husband and wife  
hereinafter called the first party, and DANIEL STRICKLAND and MARIAN STRICKLAND,  
husband & wife, hereinafter called the second party;

WITNESSETH:

**WHEREAS:** The first party is the record owner of the following described real estate in Klamath  
County, State of Oregon, to-wit:

**East  $\frac{1}{2}$  Southeast  $\frac{1}{4}$ ; Southwest  $\frac{1}{2}$  Southeast  $\frac{1}{4}$ , Section 10,  
Township 34 South, Range 7 East of the Willamette Meridian,**

and has the unrestricted right to grant the easement hereinafter described relative to said real estate;

**NOW, THEREFORE**, in view of the premises and in consideration of One Dollar (\$1) by the second  
party to the first party paid and other valuable considerations, the receipt of all of which hereby is acknowl-  
edged by the first party, they agree as follows:

The first party does hereby grant, assign and set over to the second party

**AN EXCLUSIVE ACCESS EASEMENT DESCRIBED AS FOLLOWS:**

A 30 foot strip of land situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 10,  
Township 34 South, Range 7 East of the Willamette Meridian, Klamath  
County, Oregon, more particularly described as follows:

Beginning at the northeast corner of the said SE $\frac{1}{4}$ SE $\frac{1}{4}$ , being 30  
feet in width, adjacent to and parallel with the east line of  
said SE $\frac{1}{4}$ SE $\frac{1}{4}$  and continuing South 00°34'25"East, along said east  
line, 830 feet.

(Insert here a full description of the nature and type of the easement granted to the second party.)

The second party shall have all rights of ingress and egress to and from said real estate (including the  
right from time to time, except as hereinafter provided, to cut, trim and remove trees, brush, overhanging  
branches and other obstructions) necessary for the second party's use, enjoyment, operation and maintenance of  
the easement hereby granted and all rights and privileges incident thereto.

Except as to the rights herein granted, the first party shall have the full use and control of the above de-  
scribed real estate.

The second party hereby agrees to hold and save the first party harmless from any and all claims of  
third parties arising from second party's use of the rights herein granted.

The easement described above shall continue for a period of See Below, always subject,  
however, to the following specific conditions, restrictions and considerations:

**This Easement shall continue until revoked by written agreement  
of the parties.**

Schedule "B"  
of Warranty Deed

If this easement is for a right of way over or across first party's said real estate, the center line of said easement is described as follows:

See first page hereof for legal description of easement

15203

13527

and second party's right of way shall be parallel with said center line and not more than N/A feet distant from either side thereof.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but also their respective heirs, executors, administrators and successors in interest as well.

In construing this agreement and where the context so requires, words in the singular include the plural; the masculine includes the feminine and the neuter; and generally, all changes shall be made or implied so that this instrument shall apply both to individuals and to corporations.

IN WITNESS WHEREOF, the parties hereto have subscribed this instrument in duplicate on this, the day and year first hereinabove written.

(If the above named first party is a corporation, use the form of acknowledgment opposite.)

(ORS 93.490)

STATE OF OREGON,

County of Klamath

September 16, 1982

Personally appeared the above named Robert L. Malloy and Marilyn K. Malloy

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

OFFICIAL SEAL

Before me:

Notary Public for Oregon

My commission expires:

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

Personally appeared \_\_\_\_\_

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 behalf 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:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

AGREEMENT  
FOR EASEMENT  
BETWEEN

AND

AFTER RECORDING RETURN TO

ROBERT MALLOY, DVM  
Route 3, Box 524  
Carmel, CA 93923



INDEXED

STATE OF OREGON,

County of Klamath ss.

I certify that the within instrument was received for record on the 11 day of Oct, 1982, at 2:39 o'clock P.M., and recorded in book/reel/volume No. M82 on page 13523 or as document/fee/life/instrument/microfilm No. 16257. Record of Deeds of said County.

Witness my hand and seal of

County affixed  
Evelyn Biehn County Clerk

By Joyce M. Shaw Deputy

Fee \$20.00

STATE OF OREGON; COUNTY OF KLAMATH; ss

I hereby certify that the within instrument was received and filed for record on the 15 day of Nov A.D., 1982 at 3:40 o'clock P M and duly recorded in Vol M82, of Deeds on page 15199

EVELYN BIEHN COUNTY CLERK  
by Joyce M. Shaw Deputy

FEE \$ 20.00