

KNOW ALL MEN BY THESE PRESENTS, That

Hans Uhrman

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by Anthony Land and Livestock, Inc., a Nevada Corporation, 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"

(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 \$ 94,000.00. 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 ①, 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 20 day of July, 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)

Hans Uhrman

STATE OF OREGON,

County of Klamath } ss.  
July 20, 19 78.

Personally appeared the above named

Hans Uhrmanand acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

(OFFICIAL PENNY D. HAMMONDS  
SEAL)

Notary Public for Oregon

My commission expires: 5-1-82STATE OF OREGON, County of Klamath } ss.  
July 20, 19 78.

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 Anthony Land and Livestock, Inc.

\_\_\_\_\_, 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)

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording return to:

MTC

NAME, ADDRESS, ZIP

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

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.

By \_\_\_\_\_ Recording Officer  
DeputySPACE RESERVED  
FOR  
RECORDER'S USE

All that portion of the South 1/2 South 1/2 and the South 200 feet of the North 1/2 South 1/2 lying East of the Dalles California Highway 97 and North of the County Road in Section 13, Township 37 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

## SUBJECT TO:

1. Terms and provisions thereof, as contained in Deed between John Hagelstein and Mary Hagelstein to Oregon Eastern Railway Company, dated February 13, 1909, recorded July 22, 1909, in Book 26 at Page 392, Deed Records.
2. Reservations, including the terms and provisions thereof, and easement as contained in Book 33 at Page 181, Deed Records, dated June 24, 1911, recorded June 28, 1911, between John Hagelstein and Mary Hagelstein to D.B. Campbell.
3. An agreement, including the terms and provisions thereof, dated May 22, 1915, recorded July 24, 1915, in Book 45 at page 7, Deed Records, between John Hagelstein and Mary Hagelstein to Algoma Lumber Company.
4. An easement created by instrument, including the terms and provisions thereof,
 

Dated	: November 22, 1921		
Recorded	: February 23, 1922	Book: 58	Page: 386
In Favor Of	: California Oregon Power Company		
For	: Distribution and transmission of electricity.		
5. An easement created by instrument, including the terms and provisions thereof,
 

Dated	: November 22, 1921		
Recorded	: March 22, 1922	Book: 58	Page: 418
In Favor Of	: California Oregon Power Company		
For	: Transmission Lines		
6. An easement created by instrument, including the terms and provisions thereof,
 

Dated	: December 31, 1929		
Recorded	: January 21, 1930	Book: 88	Page: 530
In Favor Of	: California Oregon Power Company		
For	: Erecting Power Lines		
7. An agreement, including the terms and provisions thereof, between Algoma Lumber Company and Union Bank and Trust Company of Los Angeles, dated December 20, 1939, recorded January 27, 1940, in Book 126 at page 575, Deed Records, for the regulating controlling the waters, shores and beds of Upper Klamath Lake.
8. Rights of the public in and to any portion of said premises lying within the limits of roads and highways.
9. Rights of the public and of governmental bodies in that portion of the above described property lying below the high water mark of Upper Klamath Lake and the ownership of the State of Oregon in that portion lying below the high water mark thereof.
10. Subject to the requirements and provisions of ORS Chapter 481 pertaining to the registration and transfer of ownership of a mobile home, and any interests or liens disclosed thereby.

EXHIBIT "A(1)"

1. 2230

11. A perpetual, non-exclusive easement reserved by Grantor granting access over and across the above described property, hereinafter referred to as the Servient Estate, to the existing well, water pump, water tank and all service lines for four houses located on the following described property, hereinafter referred to as the Dominant Estate:

Lot 4, and the Southeast one-quarter of the Southeast one-quarter in Section 13, Township 37 South, Range 8 East of the Willamette Meridian, lying South of the Southerly right-of-way of the County Road.

Lots 2, 3, 4, 7, of Section 24, Township 37 South, Range 8 East of the Willamette Meridian and Lots 4 and 5 of Section 37, Township 37 South, Range 8 East of the Willamette Meridian. SAVING AND EXCEPTING THEREFROM any portion lying within the right-of-way for highways or the right-of-way for railroads.

The above described easement shall be appurtenant to and for the benefit of the Dominant Estate and shall run with the land.

It is meant by this easement by reservation that all subsequent purchasers of the Servient Estate shall be bound by the terms of this easement and that all subsequent purchasers of the Dominant Estate shall receive the benefit of said easement.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record .

This \_\_\_\_\_ day of \_\_\_\_\_ Feb. A.D. 1983 at 4:30 o'clock p.m. and

duly recorded in Vol. M83, of Deeds on Page 2228

Fee \$12.00

By EVELYN BIEHN County Clerk