

KNOW ALL MEN BY THESE PRESENTS, That MADELINE P. MARTIN

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by GLENDA J. BUCHANAN, a single woman, as to an undivided  $\frac{1}{2}$  interest and GLEN W. BUCHANAN and DOROTHY, 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:

All that portion of the S $\frac{1}{2}$  and the South 200 feet of the N $\frac{1}{2}$  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, Klamath County, Oregon, EXCEPTING THEREFROM those portions of the above described property lying within the boundaries of the high water of Klamath Lake.

ALSO EXCEPTING THEREFROM the following:

A parcel of land situated in the S $\frac{1}{2}$  of Section 13, Township 37 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a  $\frac{1}{2}$  inch iron rod from which the Brass Cap Section corner common to Sections 13, 18, 19, and 37, said Township and Range bears South 49° 50' 12" East, 2347.98 feet; thence South 03° 08' 03" West, 1086.90 feet to a  $\frac{1}{2}$  inch iron rod on the Northerly right of way line of the Algoma County Road; thence along the Northerly right of way line of - continued on the reverse side of this deed -

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 stated on the reverse side of this deed, and those apparent upon the land, if any, as of the date of this deed

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 \$ 83,000.00

~~GRANTOR HEREBY WARRANTS AND FOREVER DEFENDS 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.~~

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 10<sup>th</sup> day of February, 1983; 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.

Madeline P. Martin  
MADELINE P. MARTIN

(If executed by a corporation,  
affix corporate seal)

STATE OF OREGON, )  
County of Klamath ) ss.  
February 10, 1983

Personally appeared the above named  
MADELINE P. MARTIN

STATE OF OREGON, County of ) ss.  
February 10, 1983

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 \_\_\_\_\_

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

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

Notary Public for Oregon  
My commission expires: 6/19/83

Notary Public for Oregon  
My commission expires: 6/19/83

Ma. Madeline P. Martin  
Rt 5 Box 1044B  
Klamath Falls, OR 97601  
GRANTOR'S NAME AND ADDRESS  
Glenda J. Buchanan & Mr. & Mrs. Glen W. Buchanan  
Rt. 5 Box 1251  
Klamath Falls, OR 97601  
GRANTEE'S NAME AND ADDRESS

After recording return to:

SAME AS GRANTEE

NAME, ADDRESS, ZIP

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

SAME AS GRANTEE

NAME, ADDRESS, ZIP

STATE OF OREGON, ) ss.  
County of \_\_\_\_\_  
I certify that the within instru-  
ment 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.

SPACE RESERVED  
FOR  
RECORDER'S USE

Recording Officer

By \_\_\_\_\_ Deputy

the Algoma County Road as follows: South 82° 28' 41" West, 121.44 feet to a ½ inch iron rod; thence South 82° 28' 41" West, 207.89 feet to a ½ inch iron rod; thence along the arc of a curve to the left, 232.56 feet (central angle 11° 19' 53", radius 1175.92 feet, chord bears South 76° 48' 45" West, 232.18 feet) to a ½ inch iron rod; thence South 71° 08' 48" West, 84.59 feet to a ½ inch iron rod; thence along the arc of a curve to the right 227.32 feet (central angle 39° 41' 45", radius 328.10 feet; chord bears North 89° 00' 20" West, 222.80 feet) to a ½ inch iron rod; thence North 69° 09' 27" West, 662.86 feet to a ½ inch iron rod at the intersection with the Easterly right of way line of U.S. Highway 97; thence leaving said Northerly right of way line North 17° 06' 39" East, 47.10 feet along said Easterly right of way line to a ½ inch iron rod; thence continuing along said Easterly right of way line North 17° 06' 39" East, 8 feet, more or less, to the high water mark of Klamath Lake; thence leaving said Easterly right of way line in a Northeasterly direction along the high water mark of Klamath Lake to a point from which a ½ inch iron rod bears South 89° 52' 06" East, 13 feet, more or less; thence leaving the high water mark South 89° 52' 06" East, 13 feet, more or less, to a ½ inch iron rod; thence South 89° 52' 06" East, 536.63 feet to a ½ inch iron rod; thence South 89° 52' 06" East 119.51 feet to the point of beginning; EXCEPTING THEREFROM that portion lying West of the high water line of the lake.

SEE APPURTENANT EASEMENT ON ATTACHED EXHIBIT "A"

SUBJECT TO:

1. Rights of the public in and to any portion of the herein described premises lying with the limits of streets, roads, or highways.
2. Rights of the public and of governmental bodies in and to any portion of the herein described premises lying below the high water mark of Upper Klamath Lake, and the ownership of the State of Oregon in and to that portion lying below the high water mark thereof.
3. The assessment roll and the tax roll disclose that the premises herein described have been specially assessed as Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied, and in addition thereto a penalty may be levied if notice of disqualification is not timely given.
4. Terms and provisions thereof, as contained in Deed between John Hagelstein and Mary Hagelstein to Oregon Eastern Railway Company, dated February 13, 1909, and recorded July 22, 1909, in Volume 26, at page 392, Deed Records of Klamath County, Oregon.
5. An easement, including the terms and provisions thereof, created by instrument, Dated: December 10, 1910  
Recorded: December 19, 1910  
Volume: 30, page 513, Deed Records of Klamath County, Oregon  
In favor of: Fred Melhase and Gus Melhase  
For: Roadway purposes
6. Reservations and easements, including the terms and provisions thereof, as contained in Volume 33, page 181, Deed Records of Klamath County, Oregon, dated June 24, 1911, recorded June 28, 1911, between John Hagelstein and Mary Hagelstein to D. B. Campbell.
7. An agreement, including the terms and provisions thereof, dated May 22, 1915, recorded July 24, 1915, in Volume 45, page 7 Deed Records of Klamath County, Oregon, between John Hagelstein and Mary Hagelstein to Algoma Lumber Company.
8. Reservations and easements, including the terms and provisions thereof, as contained in Volume 55, page 103, Deed Records of Klamath County, Oregon, dated September 1, 1920, and recorded in the Deed Records of Klamath County, Oregon, between John Hagelstein and Marie Hagelstein to Algoma Lumber Company.
9. Agreement for right of way, including the terms and provisions thereof, as created by instrument dated February 10, 1914, and recorded March 3, 1914, in Volume 41, page 556, Deed Records of Klamath County, Oregon, between Algoma Lumber Company to W. P. Devereux.
10. An easement, including the terms and provisions thereof, created by instrument, Dated: November 22, 1921  
Recorded: February 23, 1922  
Volume: 58, page 386, Deed Records of Klamath County, Oregon  
In favor of: California Oregon Power Company  
For: Distribution and transmission of electricity

11. An easement including the terms and provisions thereof, created by instrument,  
Dated: November 22, 1921  
Recorded: March 22, 1922  
Volume: 58, page 418, Deed Records of Klamath County, Oregon  
In favor of: California Oregon Power Company  
For: Transmission lines
12. Reservations and restrictions, including the terms and provisions thereof, created by instrument,  
Dated: February 27, 1924  
Recorded: March 7, 1924  
Volume: 63, page 501, Deed Records of Klamath County, Oregon  
Between: John Hagelstein and Marie Hagelstein  
To: Edwin J. Grant
13. Reservations, conditions, and restrictions including the terms and provisions thereof, as reserved in instrument,  
Dated: May 31, 1928  
Recorded: January 18, 1929  
Volume: 85, page 167, Deed Records of Klamath County, Oregon  
Between: Algoma Lumber Company  
To: Klamath County, Oregon
14. An easement, including the terms and provision thereof, created by instrument,  
Dated: December 31, 1929  
Recorded: January 21, 1930  
Volume: 88, page 530, Deed Records of Klamath County, Oregon  
In favor of: California Oregon Power Company  
For: Erecting power lines
15. Reservations, restrictions, and easements, including the terms and provisions thereof, as contained in Release of Damages Agreement,  
Dated: February 24, 1930  
Recorded: March 15, 1930  
Volume: 91, page 78, Deed Records of Klamath County, Oregon  
Between: John Hagelstein et ux, et al  
To: California Oregon Power Company, a California corporation
16. Right of way, including the terms and provisions thereof, given in instrument,  
Dated: July 13, 1931  
Recorded: July 27, 1931  
Volume: 95, page 625, Deed Records of Klamath County, Oregon  
Between: John Hagelstein et ux, et al  
To: California Oregon Power Company, a California corporation
17. 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, and recorded January 27, 1949, in Volume 126, page 575, Deed Records of Klamath County, Oregon, for the regulating and controlling the water, shores, and beds of Upper Klamath Lake.
18. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission which provides that no right or easement of right of access to, from, or across the State Highway other than expressly therein provided for shall attach to the abutting property.  
Recorded: January 27, 1950  
Volume: 236, page 396, Records of Klamath County, Oregon
19. Conditions and restrictions as contained in Deed recorded in Volume 237, page 4, Deed Records of Klamath County, Oregon.
20. An Agreement, including the terms and provisions thereof, between Hans Uhrman and Anthony Land and Livestock, Inc., a Nevada corporation, dated July 20, 1978, and recorded May 23, 1979, in Volume M79, page 11813, Microfilm Records of Klamath County, Oregon, for water use.
21. An Agreement, including the terms and provisions thereof, between Theodore J. Falkowski and Edna M. Falkowski, husband and wife, and George A. Pondella, Jr., Donald E. Bailey, and Hans Uhrman dated April 7, 1979, and recorded June 13, 1979, in Volume M79, page 13879, Microfilm Records of Klamath County, Oregon, for water well agreement.

EXHIBIT "A"

AND INCLUDING A 30' foot easement along the northerly boundary of the property lying westerly of this parcel purchased under Contract of Sale by Donald E. Cutler and Alberta M. Cutler from Anthony Land & Livestock, Inc., dated the 4th day of October 1979, and recorded in Klamath County Deed records. Said easement is for ingress and egress purposes and for the placement of an irrigation and drainage ditch along said easement.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record . . . 4:30  
 this 10 day of Feb. A.D. 1983 at \_\_\_\_\_ o'clock P/M - d  
 duly recorded in Vol. M83 of Deeds on Page 2235  
 Fee \$16.00

EVELYN BIEHN, County Clerk  
 By Joyce M. Allen