

22517

WARRANTY DEED

Vol. 783 Page 5786KNOW ALL MEN BY THESE PRESENTS, That Holiday Tree Farms, a
Co-Partnership

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by

William Paul Worthington, 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 ap-
pertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:See Exhibit A attached herein, and by this
reference incorporated herein.

(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 \$ 825,000.00①However, the actual consideration consists of or includes other property or value given or promised which is
the whole consideration (indicate which). ②(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 14 day of April, 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.

Holiday Tree Farms

By Harold L. Schudel
Harold L. Schudel(If executed by a corporation,
affix corporate seal)STATE OF OREGON,)
County of Benton) ss.
April 14, 1983Personally appeared the above named
Harold L. Schudeland acknowledged the foregoing instru-
ment to be his voluntary act and deed.(OFFICIAL
SEAL)Notary Public for Oregon
My commission expires: 8.5.83STATE OF OREGON, County of _____) ss.
_____, 19____.

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)Notary Public for Oregon
My commission expires: _____Holiday Tree Farms,
A Co-Partnership

GRANTOR'S NAME AND ADDRESS

William Paul Worthington

GRANTEE'S NAME AND ADDRESS

After recording return to:

Holiday Tree Farms
800 N.W. Cornell
Corvallis, Oregon 97330

NAME, ADDRESS, ZIP

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

NAME, ADDRESS, ZIP

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

SPACE RESERVED
FOR
RECORDER'S USE

DESCRIPTION OF PROPERTY

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

Township 39 South, Range 11 E.W.M.

Section 30: Lot 4

Section 31: Lots 4, 5, 6, 11, 12, 13, 14 and 15

Section 32: Lots 9 & 10

Township 40 South, Range 12 E.W.M.

Section 5: Lots 3 & 4, S $\frac{1}{4}$ NW $\frac{1}{4}$ and W $\frac{1}{4}$ SW $\frac{1}{4}$

Section 6: Lots 1, 2 & 3, S $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ and E $\frac{1}{4}$ SE $\frac{1}{4}$

Township 39 South, Range 11 $\frac{1}{2}$ E.W.M.

Section 25: Lots 6, 7, 8 and 9

Section 36: NE $\frac{1}{4}$ NE $\frac{1}{4}$ and W $\frac{1}{4}$ NE $\frac{1}{4}$

SAVING AND EXCEPTING the following described land: Beginning at a point in the line marking the Western boundary of the W $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36 Township 39 S.R. 11 $\frac{1}{2}$ E.W.M., from which the quarter section corner at the Northwest corner of said NE $\frac{1}{4}$ of said Section 36 bears North 0°09' East 1,013.14 feet distant, and running thence South 0°09' West 1,632.3 feet, more or less, to the Southwest corner of the said W $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 36; thence East 1,324.2 feet, more or less, to the Southeast corner of said W $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 36; thence North 0°04' West along the Easterly boundary of said W $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 36, 530.5 feet; thence West 697.7 feet; thence North 29°35' West 1,269.5 feet, more or less, to the point of beginning, and containing 24.13 acres, more or less.

The Northerly 24.13 acres of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36 Township 39 S.R. 11 $\frac{1}{2}$ E.W.M., described as follows: Beginning at a point in the line marking the Easterly boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36, Township 39 S.R. 11 $\frac{1}{2}$ E.W.M., from which the one-quarter corner on the East line of said Section 36 bears South 0°07' East 530.5 feet distant and running thence West, parallel with the Southerly line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36, 1,323.7 feet, more or less, to a point in the Westerly boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36; thence North 0°04' West along the said boundary line 793.6 feet, more or less, to the Northwest corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36; thence North 89°55' East along the North boundary of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36; 1,323 feet, more or less, to the Northeast corner thereof; thence South 0°07' East, along the East line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 36, 793.9 feet, more or less, to the point of beginning.

EXHIBIT A Continued

SUBJECT TO:

1. 1982-83 taxes and taxes subsequent thereto, possibly prior years pursuant to ORS 308.370 to 308.403, plus earned interest when due and payable if said deferment no longer exists.
2. Acreage and use limitations under provisions of United States statutes and regulations issued thereunder.
3. Liens and assessments of Klamath Project and Poe Valley Irrigation District, and regulations, contracts, easements, water and irrigation rights in connection therewith.
4. Any unpaid charges or assessments of the Poe Valley Irrigation District.
5. Rights of the public in and to any portion of the herein described property lying within the boundaries of public roads or highways.
6. Pumping contract, including the terms and provisions thereof, between the United States of America and Henry V. Holzhouser and Irwin Holzhouser, dated October 8, 1934, recorded October 16, 1934, in Volume 103 page 599, Deed Records of Klamath County, Oregon.
7. Pumping contract, including the terms and provisions thereof, between the United States of America and Henry V. Holzhouser and Lorenzo B. Holzhouser, dated May 17, 1939, recorded June 24, 1939, in Volume 123 page 39, Deed Records of Klamath County, Oregon.
8. Right of way for transmission line, including the terms and provisions thereof, given by H. V. Holzhouser and L. B. Holzhouser, a single man, to the California Oregon Power Company, by deed dated February 21, 1941, recorded June 19, 1941, in Volume 138 page 590, Deed Records of Klamath County, Oregon, across Lots 7, 8 and 9 in Section 25 Township 39 S.R. 11½ E.W.M.
9. Reservations and restrictions in deed from H. V. Holzhouser, a single man, also known as Henry Holzhouser, to L. E. Holzhouser and Edith Holzhouser, his wife, dated March 5, 1947, recorded March 6, 1947, in Volume 203 page 187.

Deed Records of Klamath County, Oregon, as follows: "Each of the parties to this transfer reserve the right to use a certain drain ditch lying on the West boundary line of the above-described land and on the East boundary line of the land owned by the grantor."

10. Right of way for transmission line, including the terms and provisions thereof, given by H. V. Holzouser, a single man, to the California Oregon Power Company, dated April 9, 1948, recorded May 4, 1948, in Volume 220 page 169, Deed Records of Klamath County, Oregon. Across SE $\frac{1}{4}$ SE $\frac{1}{4}$ Sec. 25 Twp. 39 S.R. 11 $\frac{1}{2}$ E.W.M.

11. Pumping agreement, including the terms and provisions thereof, between the United States of America and L. E. Holzouser and Edith Holzouser, his wife, dated November 13, 1947, recorded May 10, 1948 in Volume 220 page 273, Deed Records of Klamath County, Oregon.

12. Mortgage, including the terms and provisions thereof, executed by Clyde B. Carner and Audrey M. Carner, husband and wife, to the State of Oregon, represented and acting by the Director of Veterans' Affairs, dated July 27, 1981, recorded July 27, 1981, in Volume M81 page 13454, Mortgage Records of Klamath County, Oregon, to secure the payment of a promissory note dated July 27, 1981, which note and mortgage grantor herein covenants and agrees to pay according to the terms and provisions thereof, and hold grantee harmless therefrom, including costs of defense, if any. Grantor further covenants to pay said note in full on or before May 1, 1993. Grantee by acceptance of this conveyance covenants and agrees not to do any act or fail to do any act which would constitute a breach or default of said mortgage.

13. Mortgage, including the terms and provisions thereof, executed by Clyde B. Carner and Audrey M. Carner, husband and wife, to Ralph L. Cook and Virginia D. Cook, husband and wife, dated July 27, 1981, recorded July 27, 1981 in Volume M81 page 13457, Mortgage Records of Klamath County, Oregon, which note and mortgage grantor herein covenants and agrees to pay according to the terms and provisions thereof, and hold grantee harmless therefrom, including costs of defense, if any. Grantee by acceptance of this conveyance covenants and agrees not to do any act or fail to do any act which would constitute a breach or default of said mortgage.

STATE OF OREGON: COUNTY OF KLAMATH ;ss
I hereby certify that the within instrument was received and filed for record on the 15th day of April A.D., 19 83 at 10:45 o'clock A M and duly recorded in Vol M83, of Deeds on page 5786

FEE \$ 16.00

EVELYN BIEHN, COUNTY CLERK
by [Signature] Deputy