

31505

TA M-26735-1

WARRANTY DEED (INDIVIDUAL) Vol. M83 Page 21205

RUSSELL D. FITZGERALD and ALISSA K. FITZGERALD, husband and wife

TED L. GLIDEWELL and JUDY A. GLIDEWELL, husband and wife

all that real property situated in the County of Klamath, State of Oregon, described as:

Government Lots 17, 18, 23, 24, 25, 26, 31 and 32 of Section 13 and the Northeast quarter of Section 24, all in Township 36 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon,

ALSO the East half of the Southeast quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ ) of Section 24, Township 36 South, Range 10 East of the Willamette Meridian; EXCEPTING HOWEVER, the following described triangular portion in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ ; Beginning at the Southeast corner of Section 24, Township 36 South, Range 10 East of the Willamette Meridian; thence North along said Section line 841.5 feet (51 rods); thence in a Southwesterly direction to the Southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section; thence East along the South line of said Section to the point of beginning.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

and covenant(s) that grantor is the owner of the above described property free of all encumbrances except those contained in Exhibit "A" attached hereto

and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$ 217,000.00.

Dated this 6th day of December, 1983.

Russell D. Fitzgerald  
Russell D. Fitzgerald

Alissa K. Fitzgerald  
Alissa K. Fitzgerald

STATE OF OREGON, County of Klamath ) ss.

December 6, 1983 personally appeared the above named RUSSELL D. FITZGERALD and ALISSA K. FITZGERALD and acknowledged the foregoing instrument to be THEIR voluntary act and deed.

Before me:

Marlene J. Addington  
Notary Public for Oregon

My commission expires: 3-22-85

- \* The dollar amount should include cash plus all encumbrances existing against the property to which the property remains subject or which the purchaser agrees to pay or assume.  
 \*\* If consideration includes other property or value, add the following: "However, the actual consideration consists of or includes other property or value given or promised which is part of the/the whole consideration." (Indicate which)

#### WARRANTY DEED (INDIVIDUAL)

Russell D. Fitzgerald  
Alissa K. Fitzgerald

TO

Ted L. Glidewell  
Judy A. Glidewell

After Recording Return to:  
Ted L. Glidewell

Judy A. Glidewell  
8285 Christian Lane  
Loomis, CA 95650

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 \_\_\_\_\_ Records of Deeds of said County.

Witness my hand and seal of County affixed.

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



1. An easement created by instrument, including the terms and provisions thereof,  
Dated : March 4, 1929  
Recorded : April 23, 1929 Book: 85 Page: 615  
In favor of : County of Klamath  
(Affects NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 13, Township 36 South, Range 10 East of the  
Willamette Meridian)
2. An easement created by instrument, including the terms and provisions thereof,  
Dated : March 4, 1929  
Recorded : April 23, 1929 Book: 85 Page: 619  
(Affects NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 13, Township 36 South, Range 10 East of the  
Willamette Meridian)
3. An easement created by instrument, including the terms and provisions thereof,  
Dated : January 16, 1946  
Recorded : July 15, 1946 Book: 192 Page: 228  
In favor of : The California Corporation
4. Reservations contained in deed from Charles Hood, et ux., to Fritz Krauss,  
recorded March 28, 1958 in Book 298 at page 282, Deed Records, Klamath  
County, Oregon, to wit: There is reserved from the lands hereby granted  
a road constructed by the United States, with the rights of the United  
States to maintain, operate, or improve the same so long as needed or used  
by the United States. (Dept. Instr., January 13, 1916, 44 I.D. 513)
5. Subject to all subsurface rights, except water, are hereby reserved, in trust,  
to the grantors, pursuant to the provisions of the Act of August 13, 1954  
(68 Stat. 720), as disclosed by Volume 298 at page 282, Deed Records. (Affects  
E $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 24, Township 36 South, Range 10 East of the Willamette  
Meridian)
6. Rights of the public in and to any portion of said premises lying within the  
limits of roads and highways.
7. An easement created by instrument, including the terms and provisions thereof,  
Dated : October 4, 1964  
Recorded : October 18, 1964 Book: 348 Page: 569  
In favor of : Pacific Power & Light Company  
(Affects E $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 13, Township 36 South, Range 10 East of the  
Willamette Meridian.)
8. As disclosed by the assessment and tax roll, the premises herein have been  
specially assessed for farm use. If the land becomes disqualified for this  
special assessment under the statutes, an additional tax, plus interest and  
penalty, will be levied for the number of years in which this special  
assessment was in effect for the land.
9. Mortgage, including the terms and provisions thereof, with interest thereon  
and such future advances as may be provided therein, given to secure the  
payment of \$125,000.00  
Dated : July 20, 1977  
Recorded : July 20, 1977 Book: M-77 Page: 12884  
Mortgagor : Billy J. Mahurin and Janice L. Mahurin, husband and wife  
Mortgagee : State of Oregon, represented and acting by the  
Director of Veterans' Affairs.  
Which Mortgage the Grantees herein assume and agree to pay according to the  
terms contained therein.
10. Mortgage, including the terms and provisions thereof, with interest thereon and  
such future advances as may be provided therein, given to secure the payment of  
\$30,000.00,  
Dated : January 19, 1978  
Recorded : January 20, 1978 Book: M-78 Page: 1241  
Mortgagor : Billy J. Mahurin and Janice L. Mahurin, husband and wife  
Mortgagee : United States of America, acting through the Farmers Home  
Administration, United States Department of Agriculture  
Which Mortgage the Grantees herein do not agree to assume and the Grantors herein  
agree to pay according to the terms contained therein and to hold Grantees  
harmless therefrom.
11. Financing Statement  
Recorded : November 16, 1978 Book: M-78 Page: 25961  
From : Russell D. Fitzgerald and Alissa K. Fitzgerald  
To : United State of America, acting through the  
Farmers Home Administration, United States  
Department of Agriculture  
Which Financing Statement, the Grantees herein to not agree to assume and the  
Grantors agree to hold Grantees harmless therefrom.



STATE OF OREGON, )  
County of Klamath )

Filed for record at request of

on this 12th day of Dec. A.D. 1983

at 3:32 o'clock P M, and duly  
recorded in Vol. M83 of Deeds

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**EVELYN BIEHN, County Clerk**

By Ann Smith Deputy

Fee 12.00