

50579

WARRANTY DEED

RONALD L. HESSER and BEVERLY A. HESSER,

KNOW ALL MEN BY THESE PRESENTS, That husband and wife hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by SCOTT LEE RUNELS and MARGIE "B" RUNELS, husband and wife, 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:

Government Lots 1, 6, 7, and 8 of Section 32, Township 30 South, Range 8 East of the Willamette Meridian, and the NE 1/4 of Section 5 and the N 1/2 of Section 6, Township 31 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

TOGETHER WITH . . . (See reverse side of this deed)

"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."

MOUNTAIN TITLE COMPANY INC.

- continued on the reverse side of this deed -

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

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 \$ 287,207.91

However, the actual consideration paid for this transfer includes other values given or promised which is part of the consideration indicated in the deed. (The sentence between the symbols @, 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 28th day of June, 1985; 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.

Ronald L. Hesser
RONALD L. HESSER

Beverly A. Hesser
BEVERLY A. HESSER

STATE OF OREGON, County of _____, ss.

Personally appeared _____, 19____ 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 _____

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)

(If executed by a corporation, affix corporate seal)

STATE OF OREGON } ss.
County of Klamath, 1985

Personally appeared the above named RONALD L. HESSER and BEVERLY A. HESSER

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

(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires: 11/16/87

Notary Public for Oregon
My commission expires:

Ronald L. Hesser and Beverly A. Hesser

1830 Park Falls, OR 97601
GRANTOR'S NAME AND ADDRESS

Scott Lee Runels and Margie "B" Runels
P.O. Box 82
Santa Maria, CA 93454
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 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.

Recording Officer
Deputy

By _____

-----TOGETHER WITH----- (continued from reverse)

Appurtenant Easement over existing roadway dated June 12, 1985, recorded July 2nd, 1985, in Volume M85, page 10178, Microfilm Records of Klamath County, Oregon, from Bruce A. Standley and Oliver Standley to and in favor of Ronald N. Hesser and Beverly A. Hesser, husband and wife.

An appurtenant easement over existing roadway dated June 20, 1985, recorded July 2nd, 1985, in Volume M85, page 10181, Microfilm Records of Klamath County, Oregon, from Cecil D. Newton and Agnes L. Newton, husband and wife, to and in favor of Ronald L. Hesser and Beverly A. Hesser, husband and wife.

An appurtenant easement over existing roadway dated June 27, 1985, recorded July 2nd, 1985, in Volume M85, page 10184, Microfilm Records of Klamath County, Oregon, from CROWN ZELLERBACH CORPORATION, a Nevada corporation to RONALD N. HESSER and BEVERLY A. HESSER, husband and wife.

SUBJECT TO:

1. 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.
2. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads, or highways.
3. Any existing easements visible on the ground for roads, pipelines, or utilities, to which the property might be subject under provisions of Land Status Report recorded in Deed Volume 307 at page 642.
4. Any existing easements visible on the ground for roads, pipelines, or utilities, to which the property might be subject under provisions of Land Status Report recorded in Deed Volume 308 at page 73.
5. Any existing easements visible on the ground for roads, pipelines, or utilities, to which the property might be subject under provisions of Land Status Report recorded in Deed Volume 308, page 97.
6. Right of way for pole line, including the terms and provisions thereof, granted to Pacific Telephone and Telegraph Company, as disclosed by instrument recorded December 16, 1958, in Deed Volume 307 at page 642.
7. Mortgage, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.
 Dated: September 8, 1966
 Recorded: September 9, 1966
 Volume: M66, page 8999, Microfilm Records of Klamath County, Oregon
 Amount: \$30,000.00
 Mortgagor: Ben Adair and Edith Adair, sometimes known as Edith W. Adair, husband and wife
 Mortgagee: The Pacific National Bank of Seattle
 Said Mortgage was assigned by instrument dated January 4, 1967, and recorded January 5, 1967, in Volume M67, page 120, Microfilm Records of Klamath County, Oregon, to The Prudential Insurance Company of America.
8. The Grantees named herein hereby agree to assume and pay in full the above described Mortgage and Grantees further agree to hold Grantors harmless therefrom.
 Agreement, including the terms and provisions thereof,
 Dated: January 26, 1972
 Recorded: September 26, 1973
 Volume: M73, page 13012, Microfilm Records of Klamath County, Oregon
 Vendor: Ben Adair and Edith Adair, husband and wife
 The Grantees named herein do not agree to assume nor pay the above described Agreement and the Grantors agree to hold the Grantees harmless therefrom.

- continued on next page -

SK
MR
Batt

- Continued from back side of Warranty Deed -

10. Real Estate Contract, including the terms and provisions thereof, dated April 1, 1976, a Memorandum of which was,
 Recorded: September 8, 1976
 Volume: M76, page 14030, Microfilm Records of Klamath County, Oregon
 Vendor: Howard N. Lightner and L. Margaret Lightner
 Vendee: Robert E. Lightner and George H. Lightner

The effect, if any of a Vendor's Assignment of Contract, wherein Robert E. Lightner and George H. Lightner assigned to Howard N. Lightner, recorded March 16, 1983, in Volume M83, page 4098, Microfilm Records of Klamath County, Oregon.

The effect, if any, of a Vendor's Assignment of Contract, wherein Howard N. Lightner assigned to Howard N. Lightner and Darlene Lightner, Trustees of Howard N. Lightner Trust u/a/d April 5, 1983, recorded May 5, 1983, in Volume M83, page 7009, Microfilm Records of Klamath County, Oregon.

The Grantees named in this Deed do not agree to assume nor pay the above described Real Estate Contract and Grantors agree to hold Grantee harmless therefrom.

11. Real Estate Contract, including the terms and provisions thereof,
 Dated: April 15, 1977, a Memorandum of which was
 Recorded: April 18, 1977
 Volume: M77, page 6456, Microfilm Records of Klamath County, Oregon
 Vendor: Robert E. Lightner and George H. Lightner
 Vendee: Kenneth L. Tuttle

The Vendee's interest in said Contract was assigned by instrument,
 Dated: December 15, 1981
 Recorded: December 21, 1981
 Volume: M81, page 21721, Microfilm Records of Klamath County, Oregon
 To: Ronald N. Hesser and Beverly A. Hesser, husband and wife

The effect of a Vendor's Assignment of Contract, wherein Robert E. Lightner and George H. Lightner assigned to Howard N. Lightner, recorded March 16, 1983, in Volume M83, page 4098, Microfilm Records of Klamath County, Oregon.

The effect of a Vendor's Assignment of Contract, wherein Howard N. Lightner and Darlene Lightner, Trustees of Howard N. Lightner Trust u/a/d April 5, 1983, recorded May 5, 1983, in Volume M83, page 7009, Microfilm Records of Klamath County, Oregon.

The Grantees named herein hereby agree to assume and pay the above described Real Estate Contract and further agree to hold the Grantors harmless therefrom.

12. Real Estate Contract, including the terms and provisions thereof,
 Dated: December 15, 1981 a Memorandum of which was,
 Recorded: December 21, 1981
 Volume: M81, page 21723, Microfilm Records of Klamath County, Oregon
 Vendor: Kenneth L. Tuttle, dba Double K Ranch
 Vendee: Ronald N. Hesser and Beverly A. Hesser, husband and wife

The Grantees named herein hereby agree to assume and pay the above described Real Estate Contract and further agree to hold the Grantors harmless therefrom.

13. Telephone Line Right of Way Easement, including the terms and provisions thereof, dated May 17, 1983, recorded September 13, 1983, in Volume M83, page 15635, Microfilm Records of Klamath County, Oregon, in favor of Telephone Utilities of Eastern Oregon, Inc., an Oregon corporation.

14. Telephone Line Right of Way Easement, including the terms and provisions thereof, dated July 27, 1983, recorded September 13, 1983, in Volume M83, page 15669, Microfilm Records of Klamath County, Oregon, in favor of Telephone Utilities of Eastern Oregon, Inc., an Oregon corporation.

SAH
 MR
 BAH
 PMA

10191

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ..

this 2nd day of July A. D. 19 85 at 12:31 o'clock P. M., and
duly recorded in Vol. M85, of Deeds on Page 10188.

By EVELYN BIEHN, County Clerk
Eam Smith

Fee: \$17.00