MOUNTAIN TITLE COMPANY INC. Vol. MSPage 10188

KNOW ALL MEN BY THESE PRESENTS, That RONALD L. HESSER and BEVERLY A. HE 50579 hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by reinatter called the grantor, for the consideration nerematter stated, to grantor paid by, hereinafter called SCOTT LEE RUNELS and MARGIE "B" RUNELS, husband and wife 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-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 WILLAMEULE MEILURAN, and the Millamette Meridian, Klamath County, Oregon. 31 South, Range 8 East of the Willamette TOGETHER WITH . . . (See reverse side of this deed) "This instrument does not guarantee that any particular use may be made of the property 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 -5 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 2 And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that prentor 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 MOUNTAIN TITLE the date of this deed granior will warrain and rolevel usigned the same premises and every pair and parter mercor against the la 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 ALMARTARYANIA ARAMANA ANARAMANA ANARAMANA ANARAMANA ANARAMANINA ANARAMANA ANARAMANA ANA ANA ANA ANA ANA ANA ANA Be sold your shirt and and and and and an anaraman and anaraman and an anaraman and an anaraman and an aramanical be reading to an anaraman and an aramanical be reading to an anaraman and an In construing this deed and where the context so requires, the singular includes the plural and all grammatical 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 M day of June, 1985. MOUNTAIN TITLE COMPANY if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by COMPANY IN RONALD L. HESSER order of its board of directors. a. Hesse Q BEVERLY A. HESSER (If executed by a corporate seal) STATE OF OREGON, County of., 19. STATE OF OREGON who, being duly sworn, 1.5 Personally appeared each for himself and not one for the other, did say that the former is the Krimath June 28 19 president and that the latter is the County to i 1 secretary of ଁ 🌫 and that the seal attixed to the foregoing instrument is the corporation, 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 deach of them acknowledged said instrument to be its voluntary act and deed. Before me: a corporation, corporate seal 2 ~ ired the above named ... 8 Personally oppeared in a above manual Revenity A. And, acknowledged the foregoing instruvoluntary act and deed. (OFFICIAL their ment to be freme Berte 2111 Notary Public for Oregon (OFFICIAL / My commission expires: Notary Public for Oregon SEAL) My commission expires: 11/16/07 and the second STATE OF OREGON. Ronald L. Hesser and Beverly A. Hesser 1830 Park Plamath Falls OF 97601 GRANTOR'S NAME AND ADDRESS County of I certify that the within instrument was received for record on the day of..... Scott Lee Runels and Margie "B" Runels Rt. / Box 82 Santa Maria, CA 93454 GRANTLE'S NAME AND ADDRESS o'clock M., and recorded in book..... on page..... or as tile/reel number SPACE RESERVED Record of Deeds of said county. FOR RECORDER'S USE Witness my hand and seal of After recording return to: SAME AS GRANTEE County affixed. Recording Officer NAME, ADDRESS, ZIP Until a change is requested all tax statements shall be sent to the following address. Deputy Ву SAME AS GRANTEE NAME, ADDRESS, ZIP MOUNTAIN TITLE COMPANY INC.

U189

Continued from the reverse side of this deed -

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

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

An appurtenant easement over existing roadway dated June 20, 1985, recorded July 2nd 1985, in Volume M85, page <u>10181</u>, 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 appurtemant easement over existing roadway dated June 27, 1985, recorded _guly 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.

SUBJECT TO:

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.

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.

Any existing easements visible on the ground for roads, pipelines, or utilities, 5. to which the property might be subject under provisions of Land Status Report recorded in Deed Volume 308, page 97.

Right of way for pole line, including the terms and provisions thereof, granted 6. to Pacific Telephone and Telegraph Company, as disclosed by instrument recorded December 16, 1958, in Deed Volume 307 at page 642.

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

Mortgagor: Ben Adair and Edith Adair, sometimes known as Edith W. Adair, husband Mortgagee: The Pacific National Bank of Seattle and wife

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.

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

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8.

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

Continued from back side of Warranty Deed -

10190

Real Estate Contract, including the terms and provisions thereof, dated April 1, 10. 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. Real Estate Contract, including the terms and provisions thereof, רר 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 M81, page 21723, Microfilm Records of Klamath County, Oregon Volume: Kenneth L. Tuttle, dba Double K Ranch Ronald N. Hesser and Beverly A. Hesser, husband and wife Vendor: Vendee: 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. 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, Micro-13. film Records of Klamath County, Oregon, in favor of Telephone Utilities of Eastern Oregon, Inc., an Oregon corporation. Telephone Line Right of Way Easement, including the terms and provisions thereof, 14. 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. SA Bart MR BAR

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