

KNOW ALL MEN BY THESE PRESENTS, That STEVE KIESEL and TONI L. KIESEL, husband and wife, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by JACKQUELYN G. HATHORN, 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:

SEE LEGAL DESCRIPTION AS IT APPEARS ON THE REVERSE OF THIS DEED.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee interest in the property should check with the appropriate city or county

MOUNTAIN TITLE COMPANY INC.

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 shown on the reverse of this deed and those of record and 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 \$ 23,000.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole part of the consideration (indicate which): (The tenements 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 28 day of October, 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.

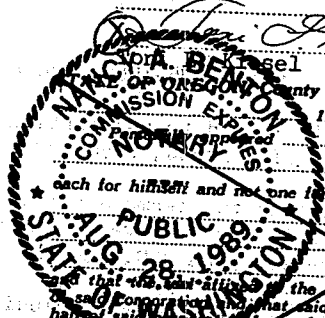
Steve Kiesel

STATE OF OREGON, Washington } ss.
County of Klamath }
10-28, 1985

Personally appeared the above named Steve Kiesel & Toni L. Kiesel

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

Before me: Mary A. Bentue
Notary Public for Oregon Washington
My commission expires: 8-28-89



Notary Public for Oregon
My commission expires:

Steve Kiesel & Toni L. Kiesel

GRANTOR'S NAME AND ADDRESS

Jackquelyn G. Hathorn

GRANTEE'S NAME AND ADDRESS

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.

By Recording Officer Deputy

12022
A parcel of land situated in the NW $\frac{1}{4}$ of Section 1, Township 40 South, Range 7 East of the Willamette Meridian, more particularly described as follows:

Beginning at a $\frac{1}{2}$ inch iron pin on the North line of said Section 1, from which the Northwest corner of said Section 1, bears North 89°18'17" West 1227.05 feet; thence South 89°18'17" East along said section line a distance of 430.0 feet to a $\frac{1}{2}$ inch iron pin; thence South a distance of 410.0 feet; thence North 89°18'17" West a distance of 430.0 feet; thence North 0°19'02" East a distance of 410.0 feet to the point of beginning.

Together with an easement for ingress and egress 16 feet in width, being East of and adjacent to the Westerly boundary of the following described property: A parcel of land situated in the NW $\frac{1}{4}$ of Section 1, Township 40 South, Range 7 East of the Willamette Meridian, more particularly described as follows: Beginning at a point which bears South 89°18'17" East a distance of 1227.05 feet and South 0°19'02" West a distance of 410.00 feet from the Northwest corner of said Section 1; thence South 89°18'17" East a distance of 50.0 feet; thence South 0°19'02" West a distance of 613.26 feet to a $\frac{1}{2}$ inch iron pin on the centerline of an Old Wagon Road; thence South 59°19'40" West along said centerline a distance of 41.96 feet; thence South 40°10'34" West along said centerline a distance of 21.89 feet; thence North 0°19'02" East a distance of 651.99 feet, more or less to the point of beginning.

ALSO TOGETHER WITH an easement for roadway, 30 feet in width, being 15 feet on each side of the following described centerline: Beginning at a $\frac{1}{2}$ inch iron pin which bears South 89°18'17" East a distance of 1227.05 feet and south 0°19'02" West a distance of 1061.99 feet from the Northwest corner of Section 1, Township 40 South, Range 7 East of the Willamette Meridian; thence South 40°10'34" West a distance of 220.82 feet; thence South 17°13'36" West a distance of 53.01 feet to a $\frac{1}{2}$ inch iron pin on the North-easterly line of Oregon Highway No. 66 and centerline terminus.

SUBJECT TO:

1. Taxes for the fiscal year 1985-1986, due and payable.
 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. Right of Way, including the terms and provisions thereof, given by Fred L. Rutledge to The California Oregon Power Company, dated March 22, 1926, recorded April 8, 1926 in Volume 69, page 440, Deed Records of Klamath County, Oregon.
 4. An easement created by instrument, including the terms and provisions thereof, Dated: September 27, 1962, Recorded: September 27, 1962, Volume: 340, page 453, Deed Records of Klamath County, Oregon, in favor of: Pacific Power & Light Company, For: Electric transmission and distribution lines.
 5. Easement Agreement, including the terms and provisions thereof, between David L. Buckingham and Opal G. Buckingham, husband and wife, and Jackie W. Wegner and Sheri L. Wegner, husband and wife, dated August 11, 1977, recorded August 17, 1977 in Volume M77, page 15020, and re-recorded October 20, 1977 in Volume M77, page 20170, Microfilm Records of Klamath County, Oregon.
 6. Agreement for ingress and egress, including the terms and provisions thereof, dated February 21, 1983, recorded February 21, 1984 in Volume M84, page 2713, Microfilm Records of Klamath County, Oregon.
 7. Contract of Sale, including the terms and provisions thereof, by and between Jackie W. Wegner and Sheri L. Wegner, husband and wife as sellers and Steve Kiesel and Toni L. Kiesel, husband and wife as buyers, dated February 28, 1984 and recorded February 28, 1984 in Volume M84, page 3141, Microfilm Records of Klamath County, Oregon.
- GRANTEES APPEARING ON THE REVERSE OF THIS DEED AGREE TO ASSUME SAID CONTRACT AND TO PAY SAID CONTRACT IN FULL, AND FURTHER AGREE TO HOLD GRANTORS HARMLESS THEREFROM.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the _____ 4th day
of November A.D., 19 85 at 8:51 o'clock A M., and duly recorded in Vol. M85
of Deeds on Page 17865.

FEE \$13.00

Evelyn Biehn
By _____County Clerk
[Signature]