

THIS INDENTURE BETWEEN SOLAR RANCH LTD., an Oregon Business Trust, hereinafter called Grantor, and FRED G. HESS and EDITH M. HESS, husband and wife, hereinafter called Grantees:

R E C I T A L S:

A. On October 1, 1983, Grantees sold to Grantor, under a Contract of Sale, the following described real property. A Memorandum of Contract of Sale was recorded on October 12, 1983 in Volume M-83 of Deeds at Page 17498, records of Klamath County, Oregon, which Contract is in default and subject to immediate foreclosure.

B. That foreclosure has been commenced in the Circuit Court of the State of Oregon for the County of Klamath entitled "Complaint - Strict Foreclosure of Land Contracts", Case No. 85-803CV.

C. Grantor has requested Grantees to accept an absolute deed of conveyance of said property in satisfaction of the indebtedness and Grantees have acceded to said request.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the cancellation of the indebtedness evidenced by said Contract of Sale and relinquishment of any claims whatsoever, Grantor does hereby grant, bargain, sell and convey to Grantees the following described property, to-wit:

A parcel of land situated in the SW $\frac{1}{4}$ of Section 21, T. 40S., R. 10 E.W.M., Klamath County, Oregon being more particularly described as follows:

Beginning at a point, on the West line of said Section 21, from which an aluminum survey cap marking the section corner common to Sections 20, 21, 28 and 29. T. 40 S., R. 10 E.W.M. bears S 0°15'47"E., 1005.37 feet; thence along the centerline of a 20 foot wide road easement the following courses and distances: 1) N82°24'23"E, 161.50 feet; 2) N55°04'31"E, 501.99 feet; 3) N49°46'20"E, 108.36 feet; 4) N38°36'01"E, 66.71 feet; 5) N40°46'40"W, 32.49 feet to a point on the centerline of the U.S.B.R. No. 5 Drain; thence leaving said easement centerline and continuing along said No. 5 Drain the following courses and distances: 1) N53°44'39"E, 44.23 feet; 2) N86°20'21"E, 426.98 feet; 3) N32°05'57"E, 46.23 feet; 4) N1°16'58"E, 154.64 feet; 5) N37°38'55"W, 325.72 feet; 6) N11°06'48"E, 250.00 feet; 7) N25°36'48"E, 160.00 feet; 8) N12°53'12"W, 130 feet, more or less to the confluence of Lost River; thence upstream along the right bank of said Lost River to a point on the West line of said Section 21; thence along said West line of Section 21 S0°15'47"E, 1620 feet, more or less, to the point of beginning.

BRANDSNESS & HUFFMAN, P.C.

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

411 PINE STREET

KLAMATH FALLS, OREGON 97601

TOGETHER WITH: A non-exclusive 30 foot wide road easement, for ingress and egress over and across the following described centerline; beginning at the intersection of the Northeasterly right-of-way line of State Highway No. 39 (Merrill Hyw) and the West line of said Section 28; thence Northerly along said West line of Section 28 to an aluminum survey cap marking the section corner common to said Sections 20, 21, 28 and 29; thence along the East line of said Section 20, N0°15'47"W 1005.37 feet to a point on the centerline of a 20 foot wide road easement, said point being the Southwest corner of Parcel No. 3 of Minor Land Partition No. 34-82; thence along said 20 foot wide road easement centerline N82°24'23"E 161.50 feet; thence continuing along said centerline N55°04'31"E 20.01 feet to a common point of the above-described parcel and Parcel No. 2 of Minor Land Partition No. 34-82.

ALSO TOGETHER WITH: A non-exclusive easement 30 feet wide lying South of and adjacent to the South boundary of the U.S.B.R. #5 Drain, said South boundary of drain being also the Northerly boundary of the above-described property. Said easement running from the West boundary of the SE¼SE¼ of Section 20 to the East boundary of the SW¼SW¼ of Section 21, Township 40 South, Range 10 E.W.M.

The Grantor covenants that by this conveyance it is conveying all its right, title and interest to said premises, including but not limited to any redemption rights and that it is not acting under any misrepresentations, duress or undue influence by Grantees.

The true and actual consideration for this transfer is cancellation of the debt in the above-described .

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.

IN WITNESS WHEREOF the Grantor above-named has executed this instrument.

DATED this 14 day of JANUARY 1986
~~December, 1985.~~

SOLAR RANCH LTD., an Oregon Business Trust

By: Keith E. McClung Trustee

STATE OF OREGON)
County of Klamath) ss. January 14, 1986
~~December, 1985.~~

Personally appeared the above-named KEITH MCCLUNG, authorized representative of Grantor, and acknowledged the foregoing instrument to be his voluntary act. Before me:

Ret: BRANDNESS & HUFFMAN, P.C.
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
411 PINE STREET
KLAMATH FALLS, OREGON 97601

Barbara L. Proctor
Notary Public for Oregon
My Commission Expires: 2-5-89

2. ESTOPPEL DEED
85-12-12b
STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the _____ 21st day of _____ January _____ A.D. 19 96 at 1:18 o'clock P.M., and duly recorded in Vol. _____ of _____ Deeds _____ on Page _____ 909.

FEE \$9.00

Evelyn Biehn, County Clerk
By: Barbara Smith