

OK

8540

WARRANTY DEED

Vol. 1789 Page 23247

KNOW ALL MEN BY THESE PRESENTS, That JOHN ERWIN HOLING and PATRICIA WILEY HOLING, Trustee of the J&P Holing Revocable Trust hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by MMC Foundation, Incorporated,

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 and exceptions on the reverse side of this Deed)

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 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 \$ other. However, the actual consideration consists of or includes other property or value given or promised which is its whole part of the consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.020.)

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 day of November, 1989; 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.

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 TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

See signatures below

OFFICIAL SEAL
PHYLLIS L. KOLSON
NOTARY PUBLIC - CALIFORNIA
COUNTY OF ORANGE
My commission expires 12/27/93

STATE OF OREGON, County of Oregon, ss.
Personally appeared the above named John Erwin Holing and Patricia Wiley Holing, and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me, Notary Public for Oregon, My commission expires 12/27/93

STATE OF OREGON, County of ss.
Personally appeared and 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 a corporation, 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)
Notary Public for Oregon
My commission expires (If executed by a corporation, affix corporate seal)

GRANTOR'S NAME AND ADDRESS
John & Patricia Holing
MMC Foundation, Incorporated
2865 Daggett
Klamath Falls, OR 97601
GRANTEE'S NAME AND ADDRESS
Boivin & Uerlings, P.C.
110 N. Sixth Street
Klamath Falls, OR 97601
NAME, ADDRESS, ZIP
NAME, ADDRESS, ZIP

STATE OF OREGON, County of ss.
I certify that the within instrument was received for record on the day of 19, at o'clock M., and recorded in book/reel/volume No. on page or as fee/file/instrument/microfilm/reception No. Record of Deeds of said county.
Witness my hand and seal of County affixed.
NAME TITLE
By Deputy

LEGAL DESCRIPTION

23248

The following described real property situate in Klamath County, Oregon:

Beginning at a iron pin which lies West along the Section line a distance of 1398.6 feet and North 4 degrees 00' West a distance of 56.5 feet and North 64 degrees 07' West a distance of 42.2 feet and North 26 degrees 41' West a distance of 63 feet and North 19 degrees 22' West a distance of 268.2 feet from the iron pin which marks the quarter section corner common to Sections 1 and 12, Township 38 South, Range 8 East of the Willamette Meridian, in Klamath County, Oregon, and running thence: North 23 degrees 38' West a distance of 194.3 feet to an iron pin; thence North 66 degrees 40' East a distance of 143.35 feet to an iron pin; thence South 73 degrees 40' East a distance of 86.2 feet to an iron pin; thence South 52 degrees 10' East a distance of 101.05 feet to an iron pin; thence South 41 degrees 20' East a distance of 37 feet to an iron pin; thence South 63 degrees 23' West a distance of 269 feet, more or less, to the point of beginning, said tract in Government Lot 3, Section 1 Township 38 South, Range 8 East of the Willamette Meridian in Klamath County, Oregon.

1. Grant of Right of Way for pole and wire lines, including the terms and provisions thereof, given by Cove Point Corporation, an Oregon Corporation, to the California Oregon Power Co., a California Corporation, dated May 8, 1948, recorded May 12, 1948, in Volume 220 363, said right of way given to correct right of way dated June 24, 1947, recorded June 26, 1947, in Volume 208 page 119, Deed Records of Klamath County, Oregon.
2. Agreement, including the terms and provisions thereof, between Cove Point Corporation and F.L. Somers and Cecile G. Somers, his wife, dated May 1, 1945, recorded May 4, 1945, in Volume 176 page 133, Deed Records of Klamath County, Oregon.
3. Subject to release of claim for damages by reason of raising or lowering water of Upper Klamath Lake pursuant to release heretofore given by California Oregon Power Company.

4. Reservations and restrictions in deed from B.E. Eells and Cardula Eells, husband and wife, to Willard K. Ostlund and Harriet F. Ostlund, husband and wife, dated June 3, 1960, recorded June 6, 1960, in Volume 321 page 623, Deed Records of Klamath County, Oregon, as follows: "An easement or easements over, across, or through said land is reserved in favor of all other property owners in said Lot 3 for water pipe, sewer pipe, telephone or electric lines, poles and fixtures so long as the same shall not unduly interfere with grantees' use of said property. Grantees covenant and agree that they will, within five years construct a home upon said premises of first-class construction having not less than twelve hundred square feet of floor space on the main floor, being not higher than one story on the uphill side and with a roof pitch not to exceed six inches rise to twelve inch run; that all outbuildings and garages shall be of a construction and design similar to the home; that not more than one dwelling place, excluding servants quarters, shall be constructed on the premises and that they will not suffer or permit any use of the premises which will be deleterious, injurious or annoying to other owners in the same community."

5. Reciprocal Easement Agreement, including the terms and provisions thereof, from Cove Point corporation, an Oregon corporation, to Lake Side Farms, Inc., an Oregon corporation, dated October 8, 1974, recorded November 18, 1975, in volume M75 page 14104, Deed Records of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co the 30th day of November A.D. 19 89 at 4:05 o'clock P. M., and duly recorded in Vol. M89 of Deeds on Page 23247

EVELYN TEHN

By Bernetha D. Helock County Clerk