

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF KLAMATH -5 1110-46

3 In the Matter of the Small Estate) Case No: 9102106-CV
 4 of) JUDGMENT VESTING PROPERTY
 5) AND CLOSING SMALL ESTATE
 6)
 7)
 8)
 9)
 10)
 11)
 12)
 13)
 14)
 15)
 16)
 17)
 18)
 19)
 20)
 21)
 22)
 23)
 24)
 25)
 26)
 27)
 28)

It appearing to the Court that an Affidavit of Claiming
 Successor/Testate Estate has been filed herein; and it further
 appearing that a Personal Representative was not appointed within
 four months after the filing of the Affidavit in accordance with
 ORS 114.555; and it further appearing that no claims have been

filed within four months after the filing of the Affidavit; and
 the Court now being fully advised in the premises, now, therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that any interest
 of the decedent as of May 28, 1991, in and to that certain parcel
 of real property located in the County of Klamath, State of
 Oregon, legally described as follows, to-wit:

Beginning at a point in the Northwestern line of
 Block 44, NICHOLS ADDITION to the City of Klamath
 Falls, (formerly Linkville) Oregon, which point is
 90 feet Northeasterly from the most Westerly corner of said
 Block; thence Northwesternly parallel with Ninth Street 55
 feet to the center line of the vacated alley; thence
 Northeasterly along the center line of the vacated alley 45
 feet; thence Southeasterly, at right angles, 5 feet to the
 Southerly line of the vacated alley; thence Northeasterly
 along the Southeasterly line of the alley 20.65 feet, more
 or less, to the dead end of Washington Street; thence
 Southeasterly along the dead end of Washington Street 50
 feet to the Northwesternly line of said Block 44; thence
 Southwesterly 65.76 feet, more or less, to the place of
 beginning.

is by this Judgment vested in the individual and in the percentage

/////

11A/ - JUDGMENT VESTING PROPERTY/CLOSING ESTATE -1-

1 to and with the said Grantees, and their assigns, that they are the owners, as
 2 tenants in common, in fee simple of said premises; that they are free from all
 3 incumbrances, except those above set forth, and that they will warrant and de-
 4 fend the same from all lawful claims whatsoever, except those above set forth.

5 IN WITNESS WHEREOF, they have hereunto set their hands and seals this 21st
 6 day of July, 1975.

7 Howard Barnhisel (SEAL)
 8 Howard Barnhisel

9 Maybelle E. Barnhisel (SEAL)
 Maybelle E. Barnhisel

10 STATE OF OREGON)
 11) SS
 12 County of Klamath)

July 21, 1975

13 Personally appeared the above-named Howard Barnhisel and Maybelle E. Barn-
 14 hisel, also known as Mabel E. Barnhisel, as Tenants in Common, and acknowledged
 15 the foregoing instrument to be their voluntary act and deed.
 16 Before me:

17 Beverly Stepe
 18 Notary Public for Oregon

19 My Commission Expires:

20 STATE OF OREGON, ss.
 21 County of Klamath

22 Filed for record at request of:

23 Return: Boivin & Uerlings
 24 110 N 6th St.
 25 Klamath Falls, Or. 97601

26 Boivin & Uerlings
 27 on this 5th day of Nov. A.D., 19 91
 28 at 2:25 o'clock P M. and duly recorded
 29 in Vol. M91 of Deeds Page 23164
 30 Evelyn Biehn County Clerk
 31 By Douglas Mulendore
 32 Deputy.

Fee, \$38.00

wife, to M. L. Johnson and Alice R. Johnson, as Parcel #3 in deed dated September 11, 1947, recorded September 12, 1947, in Vol. 211 page 261, Deed Records of Klamath County, Oregon, as an easement for road purposes on and over the Barnhisel Entrance Road.

6. Easement, including the terms and provisions thereof, given by Howard Barnhisel and Maybelle E. Barnhisel, husband and wife, to the City of Klamath Falls, Oregon, dated October 31, 1960, recorded April 14, 1961, in Vol. 328 of Deeds, page 538, records of Klamath County, Oregon.
7. Agreement and conveyance, including the terms and provisions thereof, to establish boundary lines dated June 10, 1968, recorded June 18, 1968, in Vol. M68, page 5385, Microfilm Records of Klamath County, Oregon.
8. Reserving to Grantors, theirs and assigns, an easement for existing drainage of springs and for complete drainage of existing swimming pool on Grantors' property described in Deed from Howard Barnhisel and Maybelle E. Barnhisel, husband and wife, to The California Oregon Power Company, dated May 16, 1947, recorded May 22, 1947, in Deed Vol. 206, page 429, records of Klamath County, Oregon. Said drainage now being through and across Parcels A, B, and through and existing lily pool or pond on the property described herein as Parcel A. Grantors shall have the right to maintain, repair or replace the existing drainage culverts, or pipes, provided however, Grantees, their heirs and assigns, shall have the option to fill the existing lily pool or pond on Parcel A and, in such event, shall provide a culvert or culverts for the drainage of said springs and complete drainage of the existing swimming pool across the property designated as Parcels A and B.
9. It is the intention of Grantors and Grantees, their heirs and assigns, that the property described above is being used as a private roadway by said Grantors and Grantees, their heirs and assigns, and said roadway shall be considered appurtenant to the property designated as Parcel A, and the real property being presently owned by Grantors and described in deed from Howard Barnhisel and Maybelle E. Barnhisel, husband and wife, to The California Oregon Power Company, dated May 16, 1947, recorded May 22, 1947, in Deed Vol. 206, page 429, Records of Klamath County, Oregon. That the cost of maintenance of said driveway be shared equally between the owners of the property adjacent to said driveway and that the use of said driveway shall not be impaired by any of the parties, their heirs and assigns, and no portion of said driveway shall be used for the parking of trailers, boats or recreational vehicles of any kind.
10. Reserving to Grantors, their heirs and assigns, an easement and the right to maintain and replace when necessary the existing irrigation system installed by Grantors. The cost of maintenance and the replacement of pipes shall be paid for equally by those using said irrigation system.
11. Reserving to Grantors, their heirs and assigns, an easement for domestic water and gas lines installed by Grantors, and the right to maintain, extend or replace said water and gas lines. The cost of extension, maintenance or replacement to be paid by party or parties using the same.

No Cash Consideration.

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said Grantees as an estate by the entirety. And the said Grantors do hereby covenant,