

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That MEDICINE MOUNTAIN RANCH, a Limited Partnership, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by CON FLYNN, NORA L. FLYNN, JOHN C. FLYNN and NEIL J. FLYNN, as tenants in common, 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:

In Section 23, Township 36 South, Range 12 East of the Willamette Meridian:

Government Lots 6, 11, 14, 19, 22, 27 and 30, Lot 3 Except the North 429 feet of the West 610 feet; and all that portion of Lots 2, 7, 10, and 15 lying Westerly of a line 20 feet West of the West bank of the Canal and Brown Mineral Creek.

SUBJECT TO all easements, reservations, restrictions and rights of way of record or apparent on the ground, including but not limited to the following:

Reservations of subsurface rights heretofore reserved in trust for the grantor in a certain deed from Walter Leroy Scott to Ernest W. Morgan, dated June 23, 1958, recorded July 18, 1958, in Volume 301 page 143, Deed Records of Klamath County, Oregon.

Reservations and restrictions, including the terms and provisions thereof, as contained in deed recorded September 22, 1958, in Volume 303 page 619 and recorded October 29, 1958, in Volume 304 page 539, Deed Records of Klamath County, Oregon, as follows: "Title to the above-described property is conveyed subject to any existing easements for public roads and highways, for public utilities, and for railroads and pipe lines and for any other easements or rights of way of record; and there is hereby reserved any and all roads, trails, telephone lines, etc. actually constructed by the United States, with the rights of the United States to maintain, operate or improve the same so long as needed or used for or by the United States. (Dept. Instr., January 13, 1916 44 L.D. 513.)" (Affects Lots 6, 11 and 14)

Right of way easement, 80 feet in width, including the terms and provisions thereof, for the Klamath Falls-Lakeview Highway recorded July 1, 1959 in Volume 313 at page 591, Deed Records of Klamath County, Oregon.

Reservations and restrictions contained in United States of America Patent to Hiram R. Robbins, dated February 21, 1958, recorded March 14, 1966, in Volume M66 page 2128, Deed Records of Klamath County, Oregon, as follows: "... subject to the reservations of all subsurface rights, except water, to the heirs of Jennie Smith, their heirs and assigns under the terms approved by the Secretary of the Interior, March 25, 1946, pursuant to said act." (Affects Lot 30).

Mortgage, including the terms and provisions thereof, executed by Edwin Rezendes and Rosa Rezendes, husband and wife, to Jerry L. Stephens and Patricia Ann Stephens, husband and wife, dated November 14, 1967, recorded December 5, 1967, in Volume M67 page 9468, Mortgage Records of Klamath County, Oregon, to secure the payment of \$61,729.38. (Affects Lots 19, 22 and 27)

Unrecorded Contract, including the terms and provisions thereof, as disclosed by Assignment of Contract and Assumption of same between Edwin Rezendes and Rosa A. Rezendes, sellers, and Clifford J. Emmich, buyer, which said contract was assigned to Medicine Mountain Ranch, a Limited Partnership, dated March 12, 1976, recorded April 12, 1976, in Volume M76 page 5106, Deed records of Klamath County, Oregon.

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 \$160,000.00.

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 22nd day of August, 1980.

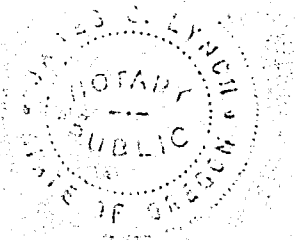
MEDICINE MOUNTAIN RANCH,
a Limited Partnership,

By Haryl W. Newton
Haryl W. Newton, General Partner

By Fred W. Koehler Jr.
Fred W. Koehler Jr., General Partner

STATE OF OREGON,)
County of Lake.) ss.

On this 22nd day of August, 1980, personally appeared before me HARIL W. NEWTON and FRED W. KOEHLER, JR., who, being duly sworn, each for himself and not one for the other, did say that he is one of the two General Partners of MEDICINE MOUNTAIN RANCH, a Limited Partnership established pursuant to the Uniform Limited Partnership Act of the Corporation Code of the State of California, and that said instrument was signed on behalf of said limited partnership, and each of them acknowledges said instrument to be the voluntary act and deed of said limited partnership and in accordance with its existing Certificate of Limited Partnership.



James C. Lynch
Notary Public for Oregon
My Commission Expires: 15 April 1984

Tax Statements &
After recording return to:

Flynn et al, Con
421 S "G" Street
Lakeview, OR 97630

STATE OF OREGON,)
County of Klamath) ss.

Filed for record at request of:

Mountain Title Co.
on this 4th day of Dec. A.D. 19 91
at 9:14 o'clock A M. and duly recorded
in Vol. M91 of Deeds Page 25259
Evelyn Biehn County Clerk
By Pauline Mickelson
Deputy.

Fee, \$33.00