

40411

WHEN RECORDED MAIL TO:

Jack M. Baker
7343 South 6th St
Klamath Falls, OR 97603

MAIL TAX STATEMENTS TO:

JACK M. & LYNDIA M. BAKER
4680 CANNON STREET
KLAMATH FALLS, OREGON 97601

STATE OF OREGON

County of

Vol 92 Page 1358

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
filing fee number _____, Rec-
ord of Deeds of said County.

Witness my hand and seal of County
affixed.

By _____ Deputy

(Don't use this
space; reserved
for recording
label in coun-
ties where
used.)

WARRANTY DEED

THE FEDERAL LAND BANK OF SPOKANE, a corporation,

GRANTOR, conveys and warrants to

JACK M. BAKER and LYNDIA M. BAKER, husband and wife,

GRANTEE, the following described real property situate in Klamath County, Oregon, free of encumbrances except as
specifically set forth below:

SEE ATTACHED EXHIBIT "A"

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 90,000.00.
the actual consideration consists of or includes other property or value given or promised which is (part of the) (the whole) consideration.

In construing this deed and where the context so requires, the singular includes the plural.

Dated this 30 day of JUNE, 1986.

THE FEDERAL LAND BANK OF SPOKANE, a corporation

By: R. B. Gard

By: Joan E. Haynes

STATE OF WASHINGTON, County of Spokane) ss: JUNE 30, 1986

Personally appeared before me R. B. Gard

Joan E. Haynes

who, being duly sworn, each for himself and
not one for the other, did say that the former is the Ass't. Vice Pres. and that the
latter is the Ass't. Corp. Secretary of THE FEDERAL LAND BANK OF SPOKANE, a
corporation, and that the foregoing instrument was signed in behalf of said corporation by
authority of its Loan Committee; and each of them acknowledged said instrument to be its
voluntary act and deed.

(SEAL)

Martha Tomson
NOTARY PUBLIC FOR WASHINGTON
My Commission Expires: 11-15-88

Giacomini, Jones & Trolman
Attorneys at Law
635 Main Street
Klamath Falls, Oregon 97601

The Real Property subject to the terms, covenants, conditions, and provisions of the Warranty Deed between THE FEDERAL LAND BANK OF SPOKANE, a corporation (Grantor), and JACK M. BAKER and LYNDIA M. BAKER, husband and wife (Grantee), to which this Exhibit "A" is attached is as follows:

The following described real property situate in Klamath County, Oregon, together with the tenements, hereditaments, rights, easements, privileges, appurtenances thereunto belonging or in any wise appertaining, improvements thereon, the reversions, remainders, rents, issues and profits thereof, and all water rights and/or shares of stock or shares of water in any ditch or irrigation company which, in any manner, entitles Grantor to water, to-wit:

Parcel 1: A tract of land situated in the E½E½ of Section 7, the SW¼SW¼ of Section 8, the NW¼NW¼ of Section 17, and the NE¼NE¼ of Section 18, all in T. 39 S., R. 10 E.W.M., more particularly described as follows:

Beginning at a 5/8 inch iron rebar marking the South 1/16 corner common to said Sections 7 and 8; thence West 299.19 feet; thence along the arc of a curve to the right (radius = 188.70 feet and central angle = 100°12'14") 330.02 feet to a point 45 feet Easterly of an existing drain; thence paralleling said drain as follows: along the arc of a curve to the left (radius point bears N. 79°47'46" W. 165.00 feet and central angle = 64°29'22") 185.72 feet, N. 54°17'08" W. 70.42 feet, along the arc of a curve to the right (radius = 105.00 feet and central angle = 33°10'29") 60.80 feet, N. 21°06'39" W. 31.90 feet, along the arc of a curve to the right (radius = 125.00 feet and central angle = 21°50'41") 47.66 feet, N. 00°44'02" E. 528.19 feet; thence leaving said drain along the arc of a curve to the left (radius = 289.41 feet and central angle = 90°33'15") 457.40 feet; thence N. 89°49'13" W. 345.45 feet to the Easterly right of way line of Booth Road; thence along said Easterly right of way line S. 00°10'47" W. 30.00 feet to a point from which the C=E 1/16 corner of said Section 7 bears N. 89°49'13" W. 30.00 feet; thence S. 89°49'13" E. 345.45 feet; thence along the arc of a curve to the right (radius = 259.41 feet and central angle = 90°33'15") 409.99 feet to a point 15 feet Easterly of the said drain; thence paralleling said drain as follows: S. 00°44'02" W. 528.19 feet, along the arc of a curve to the left (radius = 155.00 feet and central angle = 21°50'41") 59.10 feet, S. 21°06'39" E. 31.90 feet, along the arc of a curve to the left (radius = 135.00 feet and central angle = 33°10'29") 78.17 feet, S. 54°17'08" E. 70.42 feet, along the arc of a curve to the right (radius = 135.00 feet and central angle = 64°29'22") 151.95 feet; thence N. 79°47'46" W. 15 feet to the centerline of said existing drain; thence along the centerline of said drain Southwesterly to a point on the West line of the SE¼SE¼ of said Section 7; thence along said West line S. 00°29'26" W. 430 feet, more or less, to the Northerly right of way line of the O.C.&E. Railroad; thence Southeasterly along said right of way line 1773 feet, more or less, to the Easterly bank of an existing drain; thence Northerly along said Easterly bank, passing through a point 304 feet East of the Southeast corner of said Section 7, to a point on the South line of the N¼SW¼SW¼ of said Section 8; thence Easterly along said South line 1019.7 feet, more or less, to the Southeast corner of said N¼SW¼SW¼; thence Northerly to the Northeast corner of the SW¼SW¼ of said Section 8; thence Westerly to the point of beginning.

EXCEPTING a strip of land lying between the West line of the E½SE¼ of Section 7, T. 39 S., R. 10 E.W.M., and the existing fence line with the said E½SE¼, said strip of land being more particularly described as follows: Beginning at a point marked by a 5/8 inch iron pin with plastic cap on the West line of said E½SE¼, said point being S. 00°29'26" W. 1827.79 feet from the C=E 1/16 corner of said Section 7; thence S. 00°29'26" W. 408.11 feet to a 5/8 inch iron pin with plastic cap on the Northerly right of way line of the O.C.&E. Railroad; thence S. 66°52'30" E., along said right of way line, 34.9 feet, more or less, to the said existing fence line; thence Northerly along said existing fence line, 422 feet, more or less, to the centerline of an existing drain ditch; thence Westerly 27 feet, more or less, to the point of beginning, containing 0.28 acres, more or less, with bearings based on recorded Minor Land Partition 49-83.

Parcel 2: A tract of land situated in the NE¼SE¼ and the SE¼NE¼ of Section 7, T. 39 S., R. 10 E.W.M., more particularly described as follows:

Beginning at a 5/8 inch rebar marking the S. 1/16 corner common to Sections 7 and 8, T. 39 S., R. 10 E.W.M.; thence West 299.19 feet; thence along the arc of a curve to the right (radius = 188.70 feet and central angle = 100°12'14") 330.02 feet to a point 45 feet Easterly of an existing drain; thence paralleling said drain as follows: along the arc of a curve to the left (radius point bears N. 79°47'46" W. 165.00 feet, with a central angle of 64°29'22") 185.72 feet, N. 54°17'08" W. 70.42 feet, along the arc of a curve to the right (radius of 105.00 feet and a central angle of 33°10'29") 60.80 feet, N. 21°06'39" W. 31.90 feet, along the arc of a curve to the right (radius of 125.00 feet and a central angle of 21°50'41") 47.66 feet N. 00°44'02" E. 528.19 feet; thence leaving said drain

along the arc of a curve to the left (radius of 289.41 feet and a central angle of 90°33'15") 457.40 feet to a point from which the C=E 1/16 corner of said Section 7 is N. 89°49'13" W. 375.45 feet and S. 00°10'47" W. 30.00 feet; thence S. 89°49'13" E. 134.55 feet; thence N. 00°10'47" E. 614.29 feet to the Southerly right of way line of State Highway No. 140; thence Southeasterly along said right of way line 865 feet, more or less, to a point on the East line of said Section 7; thence along said section line S. 00°22'28" W. 360 feet, more or less, to the E½ corner of said Section 7; thence S. 00°22'28" W. 1340.07 feet to the point of beginning.

SUBJECT TO:

1. Terms and conditions of special assessment as farm use and the right of Klamath County, Oregon, to additional taxes in the event said use should be changed, which obligations Purchaser assumes and agrees to pay and perform.
2. Liens and assessments of Klamath Project and Pine Grove Irrigation District, and regulations, contracts, easements, water and irrigation rights in connection therewith.
3. Rules, regulations, liens and assessments of Klamath Basin Improvement District, and any unpaid charges or assessments in connection therewith.
4. Easement for right of way, including the terms and provisions thereof, from I. E. Campbell and Carrie K. Campbell, husband and wife, to The California Oregon Power Company, a California corporation, dated February 17, 1956, recorded February 24, 1956, in Vol. 281, Page 183, Deed Records of Klamath County, Oregon.
5. Right of Way, including the terms and provisions thereof, from R. J. Embree and Carmen J. Embree, husband and wife, and Sybil E. Blaise to The California Oregon Power Company, a California corporation, dated March 28, 1956, recorded April 3, 1956, in Vol. 282, Page 64, Deed Records of Klamath County, Oregon.
6. Agreement for Easement, including the terms and provisions thereof, by and between Alan L. Cain and Darlene F. Cain, and Eldwin Sorensen and Rebecca S. Ruddell-Sorensen, dated October 18, 1983, recorded October 20, 1983, in Vol. M-83, Page 18141, Deed Records of Klamath County, Oregon.
7. Letter of Intent, including the terms and provisions thereof, by and between Alan Cain and Darlene Cain, and Eldwin Sorensen and Rebecca S. Ruddell-Sorensen, dated October 20, 1983, recorded October 20, 1983, in Vol. M-83, Page 18152, Deed Records of Klamath County, Oregon.
8. Agreement for Easement, including the terms and provisions thereof, by and between Alan L. Cain and Darlene F. Cain, and Eldwin Sorensen and Rebecca S. Ruddell-Sorensen, dated October 18, 1983, recorded October 20, 1983, in Vol. M-83, Page 18148, re-recorded December 13, 1984, in Vol. M-84, Page 20816, Deed Records of Klamath County, Oregon.
9. Covenants and Deed Restrictions, executed by Alan L. Cain and Darlene F. Cain, dated October 18, 1983, recorded October 20, 1983, in Vol. M-83, Page 18154, Deed Records of Klamath County, Oregon.
10. Boundary Line Agreement, including the terms and provisions thereof, by and between Hubert C. Vanderhoff and Effie D. Vanderhoff, and Alan Cain and Darlene F. Cain, dated October 31, 1983, recorded December 8, 1983, in Vol. M-83, Page 20942, Deed Records of Klamath County, Oregon.
11. Grant of Easement and Joint Use Agreement, including the terms and provisions thereof, by and between The Federal Land Bank of Spokane, Darlene F. Cain, Vonda E. Rowe, and Joseph F. Bedard and Barbara L. Bedard, husband and wife, dated September 12, 1985, recorded September 16, 1985, in Vol. M-85, Page 15063, Deed Records of Klamath County, Oregon.
12. Unrecorded Lease between Vendor as Lessor and Merton Schell as Lessee which has a remaining rental due of \$1,375.00 (which the parties to this Contract have prorated upon execution hereof) to which Purchaser shall be entitled, unless in default.

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.

1961

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Farm Credit Services the 29th day
of Jan. A.D., 19 92 at 12:29 o'clock P.M., and duly recorded in Vol. M92
of Deeds on Page 1958.

Evelyn Biehn County Clerk

By

Pauline Mulendore

FEE \$43.00