

**BARGAIN AND SALE DEED**  
(Statutory Form)

KENNETH T. ANDERSON and KERRY L. ANDERSON, husband and wife, Grantors, convey to LARRY DALE PARKER, aka LARRY D. PARKER, Grantee, the following real property and improvements, located in County of Klamath, State of Oregon, legally described on Exhibit "A", attached hereto and incorporated by reference herein as if fully set forth, subject to the encumbrances also set forth on Exhibit "A".

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING AND 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.

THE TRUE AND ACTUAL CONSIDERATION for this conveyance is \$ -0-. However, the true and actual consideration consists of or includes other property or value given or promised which is the whole consideration.

DATED this 27 day of January, 1992.

Kenneth T. Anderson  
KENNETH T. ANDERSON

Kerry L. Anderson  
KERRY L. ANDERSON

STATE OF OREGON/County of Klamath ) ss.

THIS INSTRUMENT was acknowledged before me this \_\_\_\_\_ day of January, 1992, by \_\_\_\_\_.

NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON, County of Klamath

THIS INSTRUMENT was acknowledged before me this 27 day of January, 1992, by Kenneth T. and Kerry L. Anderson

VIVIENNE I. HUSTEAD  
NOTARY PUBLIC-OREGON

My Commission Expires \_\_\_\_\_

Vivienne I. Hustead  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 4-11-93

**GRANTORS NAME AND ADDRESS:**

Kenneth T. and Kerry L. Anderson  
3861 Anderson Avenue  
Klamath Falls, OR 97603

**GRANTEES NAME AND ADDRESS:**

Larry D. Parker  
c/o Neal G. Buchanan  
601 Main Street, Ste. 215  
Klamath Falls, OR 97601

**AFTER RECORDING, RETURN TO:**

Larry D. Parker  
c/o Neal G. Buchanan  
601 Main Street, Ste. 215  
Klamath Falls, OR 97601

Until a Change is Requested,  
Tax Statements Should be Sent

To: Larry D. Parker

c/o Neal G. Buchanan  
601 Main Street, Ste. 215  
Klamath Falls, OR 97601

STATE OF OREGON )  
County of Klamath ) ss.

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_M., and recorded in Book \_\_\_\_\_ on Page \_\_\_\_\_ or as File Reel Number \_\_\_\_\_, Record of Deeds of said County.

WITNESS my hand and seal of County affixed.

Recording Officer

By: Deputy

The East 90 feet of the West 180 feet (as measured along and at right angles to the South line) of the following parcel:

That portion of the NE 1/4 NE 1/4 of Section 15, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at an iron pin on the Northerly right of way line of Anderson Avenue which lies South 0 degrees 10' East along the section line a distance of 1290.7 feet and North 88 degrees 39' West along the Northerly right of way line of Anderson Avenue a distance of 680.4 feet from the iron axle which marks the Northeast corner of Section 15, Township 39 South, Range 9 East of the Willamette Meridian, and running thence North 0 degrees 10' West parallel to the section line a distance of 306.8 feet to an iron pin; thence North 88 degrees 39' West a distance of 647.2 feet, more or less, to the West line of the NE 1/4 NE 1/4 of said Section 15; thence South 0 degrees 10' East a distance of 306.8 feet to an iron pin on the Northerly right of way line of Anderson Avenue; thence South 88 degrees 39' East along the Northerly right of way line of Anderson Avenue a distance of 647.2 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM any portion lying Northeasterly of the Southwesterly line of the Klamath Irrigation District Lateral A-3-F.

CODE 41 MAP 3909-15AA TL 13100

SUBJECT TO:

1. 1990-91 taxes, a lien not yet payable.
2. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Klamath Basin Improvement District.

Subject to the terms and provisions of that certain instrument recorded July 24, 1970 in Volume M-70 at page 6187 as "Notice to persons intending to Plat Lands within the Klamath Basin Improvement District."

3. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Klamath Irrigation District.
4. Regulations, including levies, liens, assessments, rights of way and easements of the South Suburban Sanitary District, and as per Ordinance No. 29, recorded May 24, 1983 in Book M-83 at page 8062 and as per Ordinance No. 30, recorded May 30, 1986 in Book M-86 at page 9346 and as per Ordinance No. 31, recorded January 6, 1988 in Book M-88 at page 207, and as per Ordinance No. 32, recorded May 14, 1990 in Book M-90 at Page 9131.

5. Easement as reserved in Deed:  
 From: Will Humphrey, et ux.  
 To: Rose M. Poole  
 Recorded: November 26, 1943  
 Book: 160  
 Page: 151

6. Agreement, including the terms and provisions thereof:  
 Regarding: Runway approach clearance easement agreement  
 In favor of: United States of America  
 Recorded: June 12, 1964  
 Book: 353  
 Page: 455

7. Easement, including the terms and provisions thereof:  
 For: Sewer  
 Granted to: South Suburban Sanitary District  
 Recorded: September 24, 1969  
 Book: M-69  
 Page: 8242

8. Trust Deed, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Grantor: Ronald E. Phair and Lorrayne Phair, husband and wife  
 Trustee: Transamerica Title Insurance Company  
 Beneficiary: Equitable Savings and Loan Association, an Oregon Corporation  
 Dated: July 25, 1972  
 Recorded: July 27, 1972  
 Book: M-72  
 Page: 8241  
 Amount: \$8,800.00

Assignment of Leases and Rents, including the terms and provisions thereof:

From: Ronald E. Phair and Lorrayne Phair, husband and wife  
 To: Equitable Savings and Loan Association, an Oregon Corporation  
 Recorded: July 27, 1972  
 Book: M-72  
 Page: 8243  
 Given as additional security for the Trust Deed shown above.

9. Contract, including the terms and provisions thereof:

Vendor: Ronald E. Phair and Lorrayne Phair, husband and wife  
 Vendee: David J. Davis and Norma B. Davis, husband and wife  
 Dated: July 6, 1979  
 Recorded: July 17, 1979  
 Book: M-79  
 Page: 16914

Vendee's interest thereunder was assigned by mesne assignments:

To: Callie E. Celeste  
 Recorded: December 22, 1980  
 Book: M-80  
 Page: 24782  
 Fee No.: 94020

10. Easement, including the terms and provisions thereof, as reserved in Assignment of Contract:

For: access  
 Recorded: December 22, 1980  
 Book: M-80  
 Page: 24777

11. Contract, including the terms and provisions thereof, as revealed by a memorandum thereof:

Vendor: Callie E. Celeste now Callie E. Crain  
 Vendee: Larry Dale Parker  
 Dated: June 14, 1989  
 Recorded: June 15, 1989  
 Book: M-89  
 Page: 10665  
 Fee No.: 1488

ASSIGNMENT OF VENDEE'S INTEREST IN  
REAL ESTATE CONTRACT

2229

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, Assignor, for the consideration hereinafter stated, has sold and assigned and hereby does grant, bargain, sell, assign and set over unto LARRY DALE PARKER, aka LARRY D. PARKER, Assignee, his heirs, successors and assigns, all of the vendee's right, title and interest in and to that certain contract for the sale of real estate dated August 1, 1990, between LARRY DALE PARKER, aka LARRY D. PARKER, as Seller, and KENNETH T. ANDERSON and KERRY L. ANDERSON, husband and wife, as Buyer, which contract is recorded in the Records of Klamath County, Oregon, Book M-90 at Page 15961 thereof, or as instrument number 18658, (reference to said recorded contract hereby being expressly made), together with all of the right, title and interest of the undersigned in and to the real estate described therein; the undersigned hereby expressly covenants with and warrants to the Assignee above-named that the undersigned is the owner of the vendee's interest in the real estate described in said contract of sale and that the unpaid balance of the purchase price thereof is not more than \$ 26,545.34 with interest paid thereon to January 6, 1992; further, upon compliance by said assignee with the terms of said contract, assignor will direct that conveyance of said real estate be made and delivered to the order of said assignee.

Assignee expressly covenants and warrants to assignor that he will assume and pay the obligation represented by that certain contract for sale of real estate above mentioned and will indemnify and hold harmless assignor of and from any claims thereunder.

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.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$ -0-. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

In construing this assignment, it is understood that if the context so requires, the singular shall be taken to mean and include the plural, the masculine shall include the feminine and the neuter and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to one or more individuals and/or corporations.

IN WITNESS WHEREOF, the undersigned assignor has hereunto set his hand; if the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors.

DATED this 27<sup>th</sup> day of January, 1992.

Kenneth T. Anderson  
KENNETH T. ANDERSON

Kerry L. Anderson  
KERRY L. ANDERSON

STATE OF OREGON, County of \_\_\_\_\_ ) ss:

PERSONALLY APPEARED Kenneth T. and Kerry L. Anderson, before me on January 27, 1992, and acknowledged the foregoing instrument to be their voluntary act and deed.

Vivienne I. Husted  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 4-11-93

VIVIENNE I. HUSTEAD  
NOTARY PUBLIC-OREGON  
My Commission Expires \_\_\_\_\_  
STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Neal G. Buchanan the 3rd day of Feb. A.D., 19 92 at 11:14 o'clock A M., and duly recorded in Vol. M92 of Deeds on Page 2226.

FEE \$43.00

Evelyn Biehn County Clerk  
By Raoul Mullendore