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KNOW ALL MEN BY THESE PRESENTS, That CURTIS T. UNDERWOOD and DELLA A. UNDERWOOD, husband and wife

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by THOMAS L. MOLATORE, AN UNDIVIDED 1/2 INTEREST & CLIFTON D. MOLATORE and AUDREY M., 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:

All that portion of Section 12, Township 39 South, Range 11 East of the Willamette Meridian, in Klamath County, State of Oregon, lying Southerly of the County Road and the Westerly 820 feet of Tract 13 and all Tracts 14 and 15, Riverside Tracts.

Subject to the exceptions, exclusions and stipulations as set forth on Exhibit "A" attached hereto and made a part hereof.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

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 except reservations, restrictions, rights-of-way, easements of record and those apparent upon the land.

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 \$ 325,000.00. However, the actual consideration consists of or includes other property or value given or promised which the whole consideration (indicate which) (The sentence between the symbols ©, if not applicable, should be deleted. See ORS 93.030.) 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 17 day of April June, 1983; 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.

(If executed by a corporation, affix corporate seal)

STATE OF OREGON,

County of Klamath

April June 17, 1983

Personally appeared the above named CURTIS T. UNDERWOOD and DELLA A. UNDERWOOD

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: (OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 8-5-83

Curtis T. & Della A. Underwood

GRANTOR'S NAME AND ADDRESS

Thomas L. Molatore  
Clifton D. Molatore  
Audrey M. Molatore

GRANTEE'S NAME AND ADDRESS

After recording return to:

Jerry Molatore  
426 Main Street  
Klamath Falls, OR 97601

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

Jerry Molatore  
426 Main Street  
Klamath Falls, OR 97601

NAME, ADDRESS, ZIP

STATE OF OREGON, County of ss.

Personally appeared who, being duly sworn,

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

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:

STATE OF OREGON, ss.

County of

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 document/fee/file/instrument/microfilm No. Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME

TITLE

By

Deputy

2. The assessment roll and the tax roll disclose that the within described premises were specially assessed as farm land. Taxes for the year 1982-83 and possibly prior year have been deferred pursuant to ORS 308.370 to 308.403. These, plus earned interest are due and payable when said reason for the deferment no longer exists.
3. Acreage and use limitations under provisions of United States Statutes and regulations issued thereunder.
4. Liens and assessments of Klamath Project and Horsefly Irrigation District, and regulations, easements, contracts, water and irrigation rights in connection therewith.
5. Any unpaid charges or assessments of Horsefly Irrigation District.
6. Rights of the Federal Government, the State of Oregon, and the general public in any portion of the herein described premises lying below the high water line of Lost River.
7. Right of Way, including the terms and provisions thereof, given by Wallace L. Fairfield to Horsefly Irrigation District, recorded June 8, 1918, in Volume 49 page 249, Deed records of Klamath County, Oregon.
8. Right of Way, including the terms and provisions thereof, given by W.L. Fairfield to California Oregon Power Co., recorded July 16, 1918, in Volume 49 page 350, Deed records of Klamath County, Oregon.
9. Reserving of oil and mineral rights as disclosed by deed between Lewis D. Morgan and Myrtle Morgan, husband and wife, first parties and H. E. Clock, second party, dated December 3, 1928, recorded December 10, 1928, in Volume 85 page 27, Deed records of Klamath County, Oregon.
10. Grant of Right of Way, including the terms and provisions thereof, given by D. F. Driscoll to The California Oregon Power Co., dated November 22, 1939, recorded March 22, 1940, in Volume 128 page 59, Deed records of Klamath County, Oregon.
11. Grant of Right of Way, including the terms and provisions thereof, executed by A. C. Mullenax also known as Alfred C. Mullenax, a single man to The California Oregon Power Company, a California corporation, dated April 14, 1947, recorded April 17, 1947, in Volume 205 page 99, Deed records of Klamath County, Oregon.
12. Grant of Right of Way, including the terms and provisions thereof, executed by D. F. Driscoll to The California Oregon Power Co., dated May 28, 1947, recorded June 3, 1947, in Volume 207 page 159, Deed records of Klamath County, Oregon.
13. Easement, including the terms and provisions thereof, given by D. F. Driscoll to Horsefly Irrigation District, dated August 18, 1950, recorded November 17, 1950, in Volume 243 page 393, Deed records of Klamath County, Oregon.
14. Access Road Easement, including the terms and provisions thereof, given by Alfred D. Kersgard, et ux to United States of America and Portland General Electric Company, dated April 15, 1966, recorded April 29, 1966, in Volume M66 page 3846, Deed records of Klamath County, Oregon.

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15. Transmission Line Easement, including the terms and provisions thereof, executed by A. C. Mullennax also known as Alfred C. Mullennax and Ida M. Mullennax, husband and wife, owner and Alfred O. Kersgard also known as A. O. Kersgard and Barbara Ann Kersgard, husband and wife, contract purchasers to the United States of America, dated April 13, 1966, recorded April 29, 1966, in Volume M66 page 3850, Deed records of Klamath County, Oregon.
16. Access Road Easement, including the terms and provisions thereof, executed by A. C. Mullennax et al to The United States of America and Portland General Electric Company, an Oregon corporation, dated April 13, 1966, recorded April 29, 1966, in Volume M66 page 3853, Deed records of Klamath County, Oregon.
17. Electric Transmission Line Easement, including the terms and provisions thereof, given by A. C. Mullennax, et al to Portland General Electric Company, an Oregon corporation, dated April 13, 1966, recorded May 4, 1966, in Volume M66 page 4919, Deed records of Klamath County, Oregon.
18. Mortgage, including the terms and provisions thereof, given by Arthur W. Davina, Jr., same person as Art Davina, and Mary M. Davina, husband and wife, to Federal Land Bank, dated February 6, 1976, recorded February 23, 1976, in Volume M76 page 2433, Mortgage records of Klamath County, Oregon, to secure the payment of \$64,000.00.
19. Mortgage, including the terms and provisions thereof, given by Arthur W. Davina, Jr. to Farmers Home Administration, dated February 23, 1976, recorded February 28, 1976, in Volume M76 page 2436, Mortgage records of Klamath County, Oregon, to secure the payment of \$100,000.00.
20. Right of Way Easement, including the terms and provisions thereof, given by Curtis T. Underwood and Della A. Underwood, to Pacific Power & Light Company, dated August 17, 1979, recorded August 17, 1979, in Volume M79 page 19694, Deed records of Klamath County, Oregon.
21. Financing Statement, including the terms and provisions thereof, given by Curtis T. Underwood and Della Ann Underwood to United States of America acting through Farmers Home Administration, recorded February 25, 1981, in Volume M81 page 3306, Mortgage records of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 14th day of September A.D., 19 92 at 9:07 o'clock A M., and duly recorded in Vol. M92 of Deeds on Page 20868.

Evelyn Biehn County Clerk  
By Berntha A. Kelsch

FEE \$40.00