





TO HAVE AND TO HOLD the same unto the second party and second party's heirs, successors and assigns forever.

And the first party, for first party and first party's heirs and legal representatives, does covenant to and with the second party and second party's heirs, successors and assigns that the first party's interest in both the Contract and the property itself is free and clear of encumbrances except as created by the Contract and not otherwise except (if none, so state) \*\*  
See attached Exhibit A

that the first party will warrant and forever defend the above granted premises, and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, other than as above expressly excepted; that this deed is intended to restore full legal and equitable title to the second party, including all redemption rights which the first party may have therein, and not as a mortgage, trust deed or security of any kind; that possession of the premises is hereby surrendered and delivered to the second party; that in executing this deed the first party is not acting under any misapprehension as to the effect thereof or under any duress, undue influence, or misrepresentation by the second party, or second party's representatives, agents or attorneys; that this deed is not given as a preference over other creditors of the first party and that at this time there is no person, partnership or corporation, other than the second party, interested in the premises directly or indirectly, in any manner whatsoever, except as set forth above.

In construing this instrument, it is understood and agreed that the first party as well as the second party may be more than one person; that if the context so requires the singular includes the plural, and that all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the first party has executed this instrument. If first party is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

Dated Jan 31, 19 2000

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 AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dempsey D. Kates  
Dempsey D. Kates

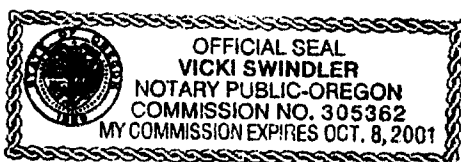
Darla J. Beshara  
Darla J. Beshara

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on January 31, 2000, 1900,  
by Dempsey D. Kates

This instrument was acknowledged before me on March 31, 2000, 1900,  
by Darla J. Beshara

as \_\_\_\_\_  
of \_\_\_\_\_

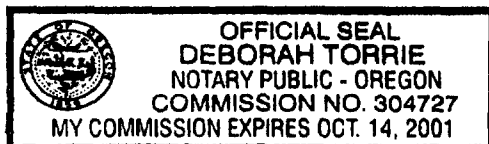


Vicki Swindler  
Notary Public for Oregon

My commission expires 10-8-2001

STATE OF OREGON )  
County of Klamath )

This instrument was acknowledged before me on MARCH 31, 2000, by Darla J. Beshara.



Deborah Torrie  
Notary Public for Oregon

My Commission Expires Oct. 14, 2001

# EXHIBIT "A" EXCEPTIONS

1. Taxes for the fiscal year 1997-1998, delinquent.

Account No: 3611 02500 01700

Key No: 336808

Amount: \$158.54 plus interest

Code No: 008

2. Taxes for the fiscal year 1998-1999, delinquent.

Account No: 3611 02500 01700

Key No: 336808

Amount: \$161.48 plus interest

Code No: 008

3. Taxes for the fiscal year 1999-2000, a lien due and payable.

Account No: 3611 02500 01700

Key No: 336808

Amount: \$163.89 plus interest

Code No: 008

4. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.

5. Reservations, subject to the terms and provisions thereof, as contained in Patent recorded December 17, 1957 in Volume 296, page 290, Deed Records of Klamath County, Oregon, to wit:

"Subject to the reservation of all subsurface rights, except water, to the heirs of Lizzie Copperfield, theirs heirs and assigns, under the terms approved by the Secretary of the Interior, march 25, 1946, pursuant to said Act. Excepting, however, from this conveyance that certain fire road and all appurtenances thereto, constructed by the United States, through, over, or upon the land herein described, and the right of the United States, its officers, agents, or employees to maintain, operate, repair or improve the same so long as needed or used for or by the United States."

6. Telephone Right of Way Easement, subject to the terms and provisions thereof;

Dated: April 7, 1984

Recorded: August 9, 1984

Volume: M84, page 13396, Microfilm Records of Klamath County, Oregon

In favor of: Telephone Utilities of Eastern Oregon, Inc.

7. Underground Right of Way created by instrument, subject to the terms and provisions thereof;

Recorded: September 9, 1996

Volume: M96, page 28232, Microfilm Records of Klamath County, Oregon

In favor of: Pacific Power & Light Company

State of Oregon, County of Klamath  
Recorded 04/13/00, at 3:49 p.m.  
In Vol. M00 Page 12134  
Linda Smith,  
County Clerk Fee\$ 3.00