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STATE OF OREGON,

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DARYL L. & JACQUELINE S. ORTIS  
P.O. BOX 701  
CHILOQUIN, OREGON 97624  
DARYL L. ORTIS & JACQUELINE S. ORTIS  
TRUSTEES ORTIS LOVING TRUST 3/31/03  
P.O. BOX 701  
CHILOQUIN, OREGON 97624

After recording, return to (Name, Address, Zip):

JAMES H. SMITH, ATTORNEY  
711 BENNETT AVE.  
MEDFORD, OREGON 97504

Until requested otherwise, send all tax statements to (Name, Address, Zip):

NO CHANGE

SPACE RESERVED  
FOR  
RECORDER'S USE

State of Oregon, County of Klamath

-- Recorded 04/10/2003 10:22 A.m.

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By Linda Smith, County Clerk

Fec \$ 26 # of Pgs 2

ty.

WARRANTY DEED

KNOW ALL BY THESE PRESENTS that DARYL L. ORTIS aka DARYL LEE ORTIS AND JACQUELINE S. ORTIS

hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by \*\*\*\*

hereinafter called grantee, does hereby grant, bargain, sell and convey ALL THEIR RIGHT, TITLE & INTEREST unto the grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in KLAMATH County, State of Oregon, described as follows, to-wit:

\*\*\*\* DARYL L. ORTIS AND JACQUELINE S. ORTIS, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE ORTIS LOVING TRUST DATED MARCH 31, 2003, AND ANY AMENDMENTS THERETO.

SEE ATTACHED EXHIBIT "A"

The liability and obligations of the Grantor to Grantee and Grantee's heirs and assigns under the warranties and covenants contained herein or provided by law shall be limited to the extent of coverage that would be available to Grantor under any policy of title insurance issued to the Grantor at the time Grantor acquired the property. The limitations contained herein expressly do not relieve Grantor of any liability or obligation under this instrument, but merely define the scope, nature and amount of such liability or obligations.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

And grantor hereby covenants to and with 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 (if no exceptions, so state):

and that grantor will warrant and forever defend the 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 \$ -0-. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration. (The whole consideration is hereby acknowledged and accepted by the grantee and grantee's heirs, successors and assigns.)

In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

In witness whereof, the grantor has executed this instrument on MARCH 31, 2003; if grantor 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.

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.

DARYL L. ORTIS

JACQUELINE S. ORTIS

STATE OF OREGON, County of KLAMATH ss.

This instrument was acknowledged before me on MARCH 31, 2003

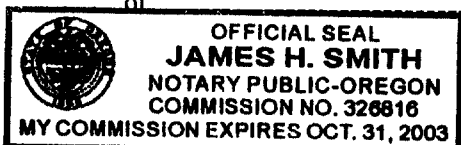
by DARYL L. ORTIS AND JACQUELINE S. ORTIS

This instrument was acknowledged before me on

by

as

of



Notary Public for Oregon

JAMES H. SMITH

My commission expires

10/31/2003

## EXHIBIT "A"

PARCEL 1: (79.9 acres)

## Parcel 1:

The SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  lying Southwesterly of Sprague River Highway, Section 33, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

## Parcel 2:

The S  $\frac{1}{2}$  NE  $\frac{1}{4}$  lying Southwesterly of Sprague River Highway, Section 32, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 2: (54 acres)

The S  $\frac{1}{2}$  NW  $\frac{1}{4}$  SW  $\frac{1}{4}$  and all that portion of the SW  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 36, Township 34 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying North of the Sprague River Highway.

PARCEL 3: (12 acres)

That portion of the NW  $\frac{1}{4}$  of Section 1, Township 35 South, Range 8 East of the Sprague River Highway and excepting therefrom the East 10 acres of Government Lot 4 of Section 1, Township 35 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 4: (10 acres)

All of the SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  and that portion of the NW  $\frac{1}{4}$  NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  lying Easterly of that 60 foot easement described in Volume M76 at page 9837, Microfilm Records of Klamath County, Oregon of Section 36, Township 34 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 5: (12 acres)

Lot 14, Block 2, Tract 1168, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Subject to Covenants, conditions, reservations, easements, restrictions, rights, rights of way and all matters appearing of record.