

04 JUN 8 PM 3:09

NTT-65226 TM

Vol M04 Page 35764

After Recording Return to:

MR. & MRS. HOEPPNER

GENERAL DELIVERY

CRESCENT LAKE, OR 97425

State of Oregon, County of Klamath  
Recorded 06/03/2004 3:09 P m  
Vol M04 Pg 35764-67  
Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 4

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

MR. & MRS HOEPPNER

GENERAL DELIVERY

CRESCENT LAKE, OR 97425

### SPECIAL WARRANTY DEED - STATUTORY FORM

Wende E. Wiper, aka Wende Elizabeth Wiper, Grantor, conveys and specially warrants  
to Gary S. Hoeppner and Margaret A. Hoeppner/Grantees, the following described real property,  
free of encumbrances created or suffered by the Grantor except as specifically set forth herein.

Legal description on attached Exhibit A.

Subject to: rights of the public into any portion of the property lying within the limits of streets, roads or highways; the statutory powers, including the power of assessment and easements, of Walker Range Timber Fire Patrol; reservations and restrictions in deed recorded January 13, 1943, Volume 153, Page 139, Deed Records of Klamath County, Oregon; agreements with Mid-State Electric Cooperative, Inc.; any improvements on the property described or defined as a mobile home under Oregon law; and any discrepancies, conflicts in boundary lines, shortage in area, encroachments or other facts which a correct survey would disclose.

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.

The true consideration for this conveyance is \$375,000, pursuant to an IRC 1031 Tax Deferred Exchange on behalf of Grantees.

By acceptance of this deed, Grantees shall be deemed to have acknowledged that they have either examined all of the property or have waived their right to do so and, in either event, have formed their own opinion as to the condition and value thereof. Grantees acknowledge that Grantor has not occupied the property and is not personally familiar with the condition thereof. Grantees acknowledge that neither Grantor nor any agent or other person acting on behalf of Grantor has made any representations or warranties concerning the condition of the property or, if any such statements have been made, that Grantees have not relied thereon in purchasing the property. Grantees acknowledge that Grantor makes no representations or warranties concerning the size or area of the property, the location of the corners or boundaries of the property or

3600

35765

whether there are any encroachments on the property or any adjoining property. Grantees further acknowledge that Grantor makes no representations or warranties concerning the condition of the property or any improvements thereon, including, but not limited to: the environmental condition, either above or below the surface, of the property; compliance with environmental laws or other governmental requirements with respect to the property; the existence, nature, or extent of access to the property; the quality or quantity of any water on or available, to any portion of the property; the availability of any other services on or to any portion of the property; the quality or condition of any wells or any sewage disposal systems on any portion of the property; or the ability of Grantees to use the property or any portion thereof for any intended purpose, including the current zoning of the property or the likelihood of obtaining any change in zoning. Grantees have acquired the property, both above and below its surface, and including all improvements, in the condition existing at the time of this deed, AS IS, with all faults and defects, if any. Grantees hereby waive, release and forever discharge Grantor and persons acting on behalf of Grantor, and Grantor's personal representatives, successors and assigns, of and from all claims, actions, causes of action, fines, penalties, damages (including consequential, incidental and special damages), costs and expenses (including attorney fees), direct or indirect, known or unknown, foreseen or unforeseen, which may arise on account of or in any way growing out of or in connection with any physical characteristic or condition of the property, including any surface or subsurface condition, or any law, rule or regulation applicable to the property. These provisions shall be binding on Grantees and on Grantees' heirs, legal representatives, assigns and successors in interest to title to the property.

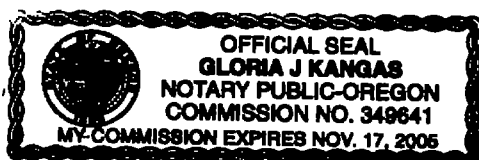
Dated this 28 day of MAY, 2004.

*Wende E. Wiper*

*by Charles Wiper, Jr. her attorney in fact*  
Wende E. Wiper, by Charles Wiper, Jr.,  
her attorney in fact

STATE OF OREGON           )  
                                          ) ss.  
County of Deschutes       )

This instrument was acknowledged before me on this 28 day of MAY, 2004, by Charles Wiper, Jr., attorney in fact for Wende E. Wiper.



*Gloria J. Kangas*  
Notary Public for Oregon  
My commission expires: NOV. 17, 2005

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**35766**

**PARCEL 1:**

A parcel of land lying on the Southwest side of Oregon State Highway 58, situate in the E1/2 NE1/4 NE1/4 of Section 1, Township 24 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon, and more particularly described as follows:

Beginning at a point, being a railroad spike set in asphalt along the Southwesterly right of way line of said Highway 58, 40 feet from the centerline thereof, from which the CENE/64 corner of Section 1 bears South 46° 44' 25" West 702.50 feet; thence along said right of way line, South 16° 19' 55" East 331.27 feet to a point, being a #5 x 30" steel rod; thence along a line at right angles to said highway, South 73° 40' 05" West 350.00 feet to a point, being a #5 x 30" steel rod; thence along a line parallel to said highway, North 16° 19' 55" West 314.39 feet to a point, being a #5 x 30" steel rod; thence along a line parallel to the Crescent Lake Road, North 74° 00' 56" East 210 feet to a point, being a #5 x 30" aluminum capped steel rod; thence along a line parallel to said Highway 58, North 16° 19' 55" West 19.00 feet to a point, being a #5 x 30" aluminum capped steel rod; thence along a line parallel to said Crescent Lake Road, North 74° 00' 56" East 140.00 feet to the point of beginning. With bearings based on Minor Land Partition 79-145 as filed in the Klamath County Engineer's Office.

Tax Account No: 2406-001AA-00700-000

Key No: 144123

**PARCEL 2:**

A parcel of land lying Southwest of Oregon State Highway 58, situate in the E1/2 NE1/4 NE1/4 of Section 1, Township 24 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon, and more particularly described as follows:

Beginning at a point, being the CENE/64 corner of Section 1 and being a 2 1/2" x 32" brass capped steel pipe; thence along the EE/64 line of Section 1, North 00° 03' 56" East 315.22 feet to a point, being a #5 x 30" steel rod; thence along a line parallel to the Crescent Lane Road, North 74° 00' 56" East 187.36 feet to a point, being a #5 x 30" steel rod; thence along a line parallel to said Highway 58, South 16° 19' 55" East 314.39 feet to a point, being a #5 x 30" steel rod; thence along a line at right angles to said highway, North 73° 40' 05" East 350.00 feet to a point, being a #5 x 30" steel rod along the Southwesterly right of way line of said highway and 40 feet from the centerline thereof; thence along said right of way line, South 16° 19' 55" East 30.00 feet to a point, being a 2 1/2" x 32" brass capped steel pipe; thence along a line at right angle to said highway, South 73° 40' 05" West 250.00 feet to a point, being a 1" square x 45" steel rod; thence along a line parallel to said highway, South 16° 19' 55" East 72.92 feet to a point, being a #6 x 75" steel rod along the N/16 line of Section 1; thence along said N/16 section line, North 89° 11' 45" West 395.63 feet to the point of beginning. With bearings based on Minor Partition 79-145 as filed in the Klamath County Engineer's Office.

Tax Account No: 2406-001AA-00700-000

Key No: 144123

(Legal description continued)

PARCEL 3:

**35767**

A tract of land situated in the NE1/4 NE1/4 of Section 1, Township 24 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the intersection of the Westerly line of Highway 58 and the South line of the NE1/4 NE1/4 of said section, thence Northwesterly along the Westerly line of Highway No. 58, 150 feet; thence Southwesterly on a line perpendicular to the Westerly right of way line of Highway No. 58, 250 feet; thence Southeasterly on a line parallel to the Westerly line of Highway 58, to the Southerly line of the property first hereinabove described; thence Easterly along the said South line to the point of beginning.

Tax Account No: 2406-001AA-00800-000

Key No: 144141