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MTT - 65852 MS

When Recorded, Mail To:
Tom De Jong et al
21821 N. Poe Valley Rd.
Klamath Falls, OR 97603

Property #525-6747

Vol M04 Page 56189

State of Oregon, County of Klamath
Recorded 08/24/04 3:05 p m
Vol M04 Pg 56189-91
Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 3

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, hereinafter called Grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto Tom DeJong and Nellie A. DeJong, husband and wife, as to an undivided one-half interest and Steven Dale Grandy and Karen Lee Grandy, husband and wife, as to the remaining one-half interest, hereinafter called Grantees, and unto Grantees' heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

Beginning at a point South 89°50' West, 720 feet from the quarter section corner between Sections 9 and 10, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, thence South 0°08' East 510 feet to the True Point of Beginning, thence South 89°50' West 200 feet to a point, thence South 0°08' East 150 feet to a point on the North line of College Street, thence North 89°50' East 200 feet, thence North 0°08' West 150 feet to the Point of Beginning, being in the NE 1/4 SE 1/4 of Section 9, Township 39 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

Tax Account #: 3911-009DA-01100-000 Key No: 605349

Grantee(s) acknowledges that Grantor has informed Grantee(s) that the premises described in this Deed have not been tested for and thus cannot be confirmed to be free from asbestos. Grantee(s) release(s) Grantor from any liability to Grantee(s) with regard to asbestos found on said premises and Grantee(s) further agree(s) that Grantee(s) will indemnify and save and hold Grantor harmless from any injury or damage to persons or property caused by or resulting from contact, directly or indirectly, with asbestos on the above-described premises. In the case of renovation, demolition or other occurrence requiring handling, repair or removal of asbestos or materials containing asbestos, Grantee(s) agree(s) to remove, cover or repair said materials at Grantee(s) own expense and to comply with the requirements pertaining to asbestos on the said premises as law may from time to time require.

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Subject to easements, rights, rights-of-way, reservations, conditions, restrictions, covenants and taxes and assessments of record or enforceable in law or equity.

The Grantor specifically reserves and excepts unto itself all minerals, coal, carbons, hydrocarbons, oil, gas, chemical elements and compounds whether in solid, liquid, or gaseous form, and all steam and other forms of thermal energy on, in, or under the above-described land provided that the Grantor does not reserve the right to use the subject property or extract minerals or other substances from the subject property above a depth of 500 feet, nor does the Grantor reserve the right to use the surface of the subject property in connection with the rights reserved herein.

Grantor quit-claims to grantee the following described water right without warranties to wit: All appurtenant water including but not limited to water appurtenant water from Horsefly Oregon Water District.

To Have and to Hold the same unto the said Grantees and Grantees' heirs, successors and assigns forever.

And the Grantor hereby covenants to and with the said Grantees and Grantees' heirs, successors and assigns that said real property is free from encumbrances created or suffered thereon by Grantor and that Grantor will warrant and defend the same and every part and parcel thereof against the lawful claims and demands of all persons claiming or to claim by, through, or under the Grantor.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$84,000.00 (Eighty Four Thousand dollars).

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.

THIS INSTRUMENT WILL NOT ALLOW THE 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 APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AND DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, the said Grantor has hereunto subscribed its name and affixed its corporate seal, by its Authorized Agent, this 23rd day of August, 2004.

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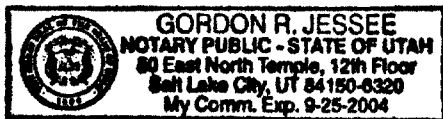
CORPORATION OF THE PRESIDING
BISHOP OF THE CHURCH OF JESUS
CHRIST OF LATTER-DAY SAINTS, a
Utah Corporation Sole



By: [Signature]
Authorized Agent

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 23rd day of August 2004, personally appeared before me Dean M. Davies, personally known to me to be the Authorized Agent of the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah Corporation Sole, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for said Corporation, that the seal impressed on the within instrument is the seal of said corporation, and the said Dean M. Davies acknowledged to me that the said Corporation executed the same.



[Signature]
Notary Public for Utah