

EA

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



SHARON I. MILLER

140 Daiiha st.

Grantor's Name and Address

Donald A. DerMiner

Helen E. DerMiner

Grantee's Name and Address

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

Donald A. DerMiner

7569 Cannon Ave.

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

Donald A. DerMiner  
7569 Cannon  
K. Falls OR 97603

M05-69562

Klamath County, Oregon

11/22/2005 08:47:47 AM

Pages 2 Fee: \$26.00

SP

RE

## WARRANTY DEED

KNOW ALL BY THESE PRESENTS that Sharon I. Miller

hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by Donald A. DerMiner

and Helen E. DerMiner

hereinafter called grantee, does hereby grant, bargain, sell and convey 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 County, State of Oregon, described as follows, to-wit:

SEE EXHIBIT A

(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):

None

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 \$ LOVE. However, the actual consideration consists of or includes other property or value given or promised which is the whole part of the (indicate which) consideration. (The sentence between the symbols Ⓢ, if not applicable, should be deleted. See ORS 93.030.)

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 11-22-05; 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.

Sharon Miller

STATE OF OREGON, County of Klamath ss.

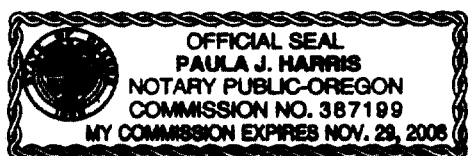
This instrument was acknowledged before me on Nov 22, 2005  
by Sharon I Miller

This instrument was acknowledged before me on

by

as

of



Notary Public for Oregon

My commission expires

Nov 29, 2008

WALLS

EXHIBIT A  
not as tenants in common but with the right of survivorship, their assigns and the heirs of such survivor, all the following real property, with the tenements, hereditaments and appurtenances situated in the County of Klamath, and State of Oregon, bounded and described as follows, to-wit: Beginning at a point on the Northerly line of Main Street, 32 feet Northeasterly along said line from the most Southerly corner of Lot 2, Block 48, of Nichols Addition to the City of Klamath Falls, Oregon, according to the official plat thereof; thence Northwesterly at right angles to Main Street, a distance of 119.65 feet to the Northerly line of said Lot 2; thence Northeasterly parallel to Main Street, a distance of 34.83 feet, more or less, to the most Northerly corner of said Lot 2; thence Southeasterly along the Easterly line of said Lot 2, a distance of 119.65 feet to Main Street; thence Southwesterly along the Northerly line of Main Street, 34.83 feet more or less, to the place of beginning being all of Lot 2 of said Block 48, excepting the Southwesterly 32 feet thereof, SAVING AND EXCEPTING therefrom the Northwesterly 2 feet of said property deeded to the City of Klamath Falls, Oregon a municipal corporation in deed recorded October 27, 1958, in Volume 305 of Deeds, page 354, records of Klamath County, Oregon.

SUBJECT TO: (1) The terms and provisions in the deed from John Shannon, et al, to Klamath Valley Lumber Company, dated December 17, 1949, recorded December 28, 1949, in Deed Book 236, page 77, and the references contained therein. (2) The terms and provisions in the agreement between John H. Shannon, et al, and Glen W. Hout, et al dated January 23, 1941, recorded January 31, 1941, in Deed Book 135, page 189. (3) The agreement, including the terms and provisions thereof, between Klamath Valley Lumber Company and Muriel Hendricks, et vir, et al, dated June 7, 1950, recorded September 25, 1950, in Deed Book 242, page 246, and, easements and rights of way of record, and those apparent on the land.