

2011-006248

Klamath County, Oregon



00102115201100062480020029

05/18/2011 10:33:34 AM

Fee: \$42.00

Grantor's Name and Address

INGER H. BURNS
30242 HWY 97 NORTH
CHILOQUIN, OREGON 97624

Grantee's Name and Address

THOMAS A. BURNS AND
INGER H. BURNS, TRUSTEES
BURNS LIVING TRUST

DATED MAY 2, 2011
30242 HWY 97 NORTH
CHILOQUIN, OREGON 97624

After recording, return to:

THE ESTATE PLANNING GROUP
711 BENNETT AVENUE
MEDFORD, OREGON 97504

Until requested otherwise, send all tax statements to:

THOMAS A. BURNS
INGER H. BURNS
30242 HWY 97 NORTH
CHILOQUIN, OREGON 97624

WARRANTY DEED

KNOW ALL BY THESE PRESENTS that INGER H. BURNS, hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by THOMAS A. BURNS AND INGER H. BURNS, TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE BURNS LIVING TRUST DATED MAY 2, 2011, AND ANY AMENDMENTS THERETO, hereinafter called grantee, do hereby grant, bargain, sell and convey unto 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:

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.

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: 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 \$ 0.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

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.

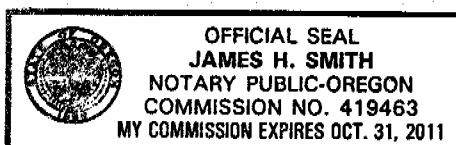
IN WITNESS WHEREOF, the grantor has executed this instrument this 2nd day of May, 2011 if grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009.

Inger H Burns
INGER H. BURNS

State of Oregon)
 : ss.
County of Klamath)

Before me this 2nd day of May, 2011, personally appeared INGER H. BURNS, and acknowledged the foregoing instrument to be her voluntary act and deed.



[Signature]
Notary Public of Oregon

My Commission expires: 10/31/2011

EXHIBIT "A"

PARCEL ONE: (30242 Highway 97 North, Chiloquin)

All that real property situated in Section 33, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

That portion of Government Lots 1, 2, 7, 8, 9, 10, 15 and 16 lying West of the Western line of the Southern Pacific Railroad and that portion of Government Lot 8 lying East of the Eastern line of the Southern Pacific Railroad and West of the Western line of Highway 97.

EXCEPTING THEREFROM that portion conveyed to Ninabeth Geinger recorded April 24, 1986 in Volume M86, Page 7000, Microfilm Records of Klamath County, Oregon, to with:

That portion of Government Lot 1 lying West of Railroad and all of Government Lot 2, in Section 33, Township 35 South, Range 7 East of the Willamette Meridian, SAVING AND EXCEPTING the Westerly 60 feet thereof and the Southerly 60 feet thereof. Situated in Klamath County, State of Oregon.

PARCEL TWO: (Highway 97, Chiloquin)

The Northerly 525 feet of Government Lot 1, Section 33, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying Southerly of Day School Road, Easterly of Southern Pacific Railroad right of way and Westerly of State Highway 97. (N)