



MT099944-MS

THIS SPACE RESERVED FOR R

2014-002828
Klamath County, Oregon
04/01/2014 02:51:03 PM
Fee: \$62.00

After recording return to:

Headley C. Davis Jr.
6510 S 6th Street #24
Klamath Falls, OR 97603

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

Headley C. Davis Jr.
6510 S 6th Street #24
Klamath Falls, OR 97603

Escrow No. MT99944-MS
Title No. 0099944
SWD r.020212

STATUTORY WARRANTY DEED

Kenneth A. Barrows, Successor Trustee of the Robert E. and Ida W. Barrows Trust, Dated October 30, 1998,

Grantor(s), hereby convey and warrant to

Headley C. Davis Jr.,

Grantee(s), the following described real property in the County of **Klamath** and State of Oregon free of encumbrances except as specifically set forth herein:

SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

The true and actual consideration for this conveyance is **\$180,000.00**.

The above-described property is free of encumbrances except all those items of record, if any, as of the date of this deed and those shown below, if any:

Headley C. Davis Jr.

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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. 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, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

Dated this 21 day of March, 2014

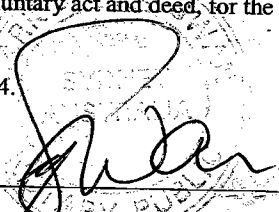
The Robert E. and Ida W. Barrows Trust, Dated October 30, 1998

BY: Kenneth A. Barrows
Kenneth A. Barrows, Successor Trustee

SYDNEY
STATE OF NEW SOUTH WALES
~~State of Washington~~
AUSTRALIA
County of _____

On this day personally appeared before me Kenneth A. Barrows, Successor Trustee of the Robert E. and Ida W. Barrows Trust, Dated October 30, 1998 to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand official seal this 21 day of March, 2014.


Printed Name: _____
Notary Public in and for the State of NEW SOUTH WALES
AUSTRALIA Washington residing at SYDNEY.
My appointment expires n/a

MARK JAMES SWAN
NOTARY PUBLIC
SYDNEY AUSTRALIA

LEGAL DESCRIPTION

"EXHIBIT A"

A parcel of land situated in Government Lot 7, Section 6, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Northerly right of way line of Hilyard Avenue, said point being South 89°59'00" East 400 feet and North 00°15'45" West 30.00 feet from the Southwest corner of said Section 6; thence North 00°15'45" West 326.00 feet along a line parallel with the West line of said Government Lot 7, Section 6; thence North 89°59'00" West 100.00 feet parallel with the South line of said Government Lot 7; thence South 00°15'45" East 326.00 feet parallel with the West line of said Government Lot 7, to the Northerly right of way line of Hilyard Avenue; thence South 89°59'00" East 100.00 feet to the point of beginning and also described as Parcel 1 of Minor Partition No. 22-89.

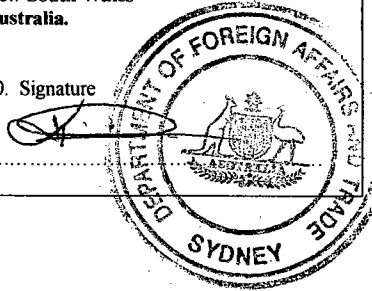
A handwritten signature in black ink is written over a circular notary seal. The seal is partially obscured by the signature and contains the text "NOTARY PUBLIC" and "Klamath County, Oregon".



APOSTILLE

(Convention de La Haye du 5 octobre 1961)

- | | |
|--|--|
| 1. Country: | Australia |
| 2. This public document has been signed by | Mark James Swan |
| 3. acting in the capacity of | Notary Public |
| 4. bears the seal/stamp of | Mark James Swan, Notary Public,
Sydney, Australia |
| | Certified |
| 5. at New South Wales | 6. the Twenty Fourth day of March,
Two Thousand and Fourteen |
| 7. by Andrew Wilkinson | Department of Foreign Affairs and Trade,
New South Wales
Australia. |
| 8. No. U00132764 | |
| 9. Seal/Stamp: | 10. Signature |



This Apostille only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears. This Apostille does not certify the content of the document for which it was issued.

WELL AGREEMENT

7555 HILYARD AVENUE, KLAMATH FALLS, OR 97603

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situated in Government Lot 7, Section 6, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Northerly right of way line of Hilyard Avenue, said point being South 89°59'00" East 400 feet and North 00°15'45" West 30.00 feet from the Southwest corner of said Section 6; thence North 00°15'45" West 326.00 feet along a line parallel with the West line of said Government Lot 7, Section 6; thence North 89°59'00" West 100.00 feet parallel with the South line of said Government Lot 7; thence South 00°15'45" East 326.00 feet parallel with the West line of said Government Lot 7, to the Northerly right of way line of Hilyard Avenue; thence South 89°59'00" East 100.00 feet to the point of beginning and also described as Parcel 1 of Minor Partition No. 22-89.

7549 HILYARD AVENUE, KLAMATH FALLS, OR 97603

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land situated in Government Lot 7, Section 6, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at a point on the Northerly right of way line of Hilyard Avenue, said point being South 89°59'00" East 400.00 feet and North 00°15'45" West 30.00 feet from the Southwest corner of said Section 6; thence North 00°15'45" West 326.00 feet along a line parallel with the West line of said Government Lot 7, Section 6 to the true point of beginning of this description; thence North 89°59'00" West 100.00 feet along a line parallel with the South line of said Government Lot 7; thence South 00°15'45" East 326.00 feet along a line parallel with the West line of said Government Lot 7, to the Northerly right of way line of Hilyard Avenue; thence North 89°59'00" West 100.00 feet along said right of way line; thence North 00°15'45" West 615 feet more or less along a line parallel with and 200 feet distant at right angles from the West line of said Government Lot 7 to the Southerly bank of the Enterprise Irrigation District Canal; thence Easterly along said Southerly bank to a point that is North 0°15'45" West of the true point of beginning; thence South 00°15'45" East parallel to the West line of said Government Lot 7 260 feet more or less to the true point of beginning and also described as Parcel 2 of Minor Partition No. 22-89.

The well located on the 7555 Hilyard property is to be shared with the 7549 Hilyard property. The electric meter for the pump is metered on the meter just outside of the well house separate of the homes, which is on the real property 7555 Hilyard, and shall be shared equally, between the parties. The maintenance and upkeep of the well shall be shared equally as well, which includes any repair and replacement of the well or well casing or one or more of the pipes or wiring in the well or the pump. The parties expressly agree to fully allow said repairs or replacement to be made as soon as reasonably possible. The right to water shall always be in effect for 7555 and 7549, property usage until the end of time.

The monthly bill for electricity is to be shared equally by both parties, except when one party is absent for more than 30 days then the other party shall pay the well house electric bill. If parties at a further date decide to put in water meters for each property the cost shall be divided. Each party would pay for the water use determined by the water meter calculated with the electric meter usage.