AmeriTitle
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AFTER RECORDING RETURN TO:
SANTIAM ESCROW, INC
216 E VIRGINIA ST
STAYTON OR 97383

2016-006480
Klamath County, Oregon
06/20/2016 11:26:29 AM
Fee: $97.00

# REAL ESTATE CONTRACT

DATE: May 16, 2016

SELLER: Roy R. McCaul and Ella P. McCaul, husband and wife
4471 Spring Meadows Avenue
Eugene, Oregon 97404
Tel: (541) 556-5862

And

Calvin C. Bonner and Brenda M. Bonner, husband and wife
PO Box 704
Greenacres, Washington 99016
Tel: (425) 327-7268 (Cal)
Tel: (425) 327-7269 (Brenda)

PURCHASER: McGee Defoe Commercial, LLC, as to a 50% interest

And

D. Linette Dobbins, as to a 50% interest
12455 SW 68th Avenue
Portland, Oregon 97223

PROPERTY LOCATION: Crescent, Oregon comprising the following tax lots:
R154629 – approximately 10.68 acres
R154585 – approximately 0.80 acres
R154790 – approximately 0.85 acres
R154601 – approximately 0.46 acres
R152621 - Cal's Lot in Crescent by Gilchrest

**WITNESSETH**:

Seller hereby sells to Purchaser and Purchaser hereby purchases from Seller that certain real property described as follows:

See Exhibit "A" attached hereto and hereby incorporated herein by reference.

Such Property is referred to herein as the "Property."

**The terms and conditions of this contract are as follows:**

1. **Purchase Price and Terms**: Purchaser hereby promises and agrees to promptly pay the purchase price of One Hundred Thousand Dollars ($100,000.00) to Seller's order as follows:

(a) The sum of Five Thousand Dollars ($5,000.00) which has previously been paid as earnest money;

(b) The sum of Twenty Five Thousand Dollars ($25,000.00) which is due and was paid at Closing as an additional down payment;

(c) The remaining balance of Seventy Thousand Dollars ($70,000.00), hereafter referred to as the "deferred purchase price," shall bear interest at the rate of four percent (4%) per annum from Closing and shall be paid in monthly installments of principal and interest of not less than One Thousand Ninety Five Dollars and sixteen cents ($1,095.16), per month, the first of such installments to be paid on the 15th day of June, 2016, and continuing through May 15, 2022 at which time the entire remaining balance of the unpaid deferred purchase price and any accrued interest shall be due and paid in full. Each payment shall be applied first to late fees, then to interest to date of payment and the balance to principal.

2. **Late Charge:** If Seller fails to receive any required payment when due, Seller may elect to impose a late charge of five percent (5.00%) of the delinquent payment, or $75.00, whichever is greater. Seller's right to collect a late charge is in addition to all other rights and remedies of Seller under this contract, and the collection of a late charge shall not waive the breach caused by the late payment.

3. **Prepayment:** Purchaser shall make all installment payments when due and may prepay the entire remaining balance or any portion thereof without penalty.

4. **Place of Payments:** Unless other arrangements are made in writing, all payments payable to Seller required under this contract shall be made to Seller through escrow services at Santiam Escrow, Inc.

5. **Closing and costs:** This sale shall be closed on or before May 31, 2016, through First American Title Company under Escrow Number _____. Seller shall pay the premium for the policy of title insurance (including any policy in favor of Seller). All other costs and expenses of the Title Company including escrow and transfer fees, and recording, duplicating and delivery costs shall be paid by Purchaser. Each party shall be responsible for its own legal costs and expenses.

6. **Possession:** Purchaser shall be entitled to exclusive possession of the Property from and after closing; provided, however, that Seller or Seller's agent may enter upon the Property at reasonable times for the purpose of inspecting the Property prior to closing.

7. **Taxes and Assessments:**

(a) All taxes levied against the Property for the current tax year shall be prorated between the Seller and Purchaser as of closing. Any real property tax assessment, penalty, or interest resulting from any disqualification of the Property from any prior special assessment or classification shall be paid by Seller.

(b) Purchaser agrees to pay when due all taxes and assessments which are hereafter levied against the Property. Purchaser shall provide Seller with written evidence reasonably satisfactory to Seller that all taxes and assessments have been paid when due. Such evidence shall be provided to Seller within ten (10) days after the item was originally due to be paid.

(c) Purchaser agrees to furnish Seller with all tax statements within fifteen (15) days after receipt.

8. **Liens:** Purchaser shall not suffer or permit to be enforced against the Property, or any part thereof, any public, municipal or statutory lien or any other liens, encumbrances or claims thereof. Purchaser shall pay or cause to be paid or have any such lien or claim removed from the Property before any action is brought to enforce the same against the Property. Purchaser agrees to indemnify and hold Seller and the Property free and harmless from all liability for any and all such liens, claims and demands, together with reasonable attorneys' fees and all costs and expenses in connection therewith.

9. **Title Insurance:** Within fifteen (15) days from the date of closing, Seller shall obtain at Seller's expense and shall furnish Purchaser with a standard ALTA owner's policy of title insurance in the amount of the Purchase Price, standard form, insuring Purchaser as the owner of the Property subject only to the usual printed exceptions and the Permitted Exceptions which shall include the lien of this contract.

10. **Deed**: Sellers shall sign at Closing, or have already signed, three warranty deeds conveying the Property in fee simple to Purchaser free and clear of all liens and encumbrances except this contract, easements of record, and liens and encumbrances created by or through Purchaser. In addition, Seller shall deliver such deeds to the Contract Escrow Agent and shall authorize said agent to release and record such deeds immediately upon payment of the total purchase price allocated to each parcel as provided herein, and performance by Purchaser of all other terms, conditions and provisions hereof. The Allocated Purchase Price is as follows:

| Identifier | Allocated Purchase Price | Allocated Down Payment | Allocated Contract Value | Contract Balance Milestone |
|---|---|---|---|---|
| Roy & Ella McCaul Lot – R154601 (0.46 acres) | $10,000.00 | $3,000.00 | $7,000.00 | $63,000.00 |
| Calvin C Bonner Lot – R152621 (0.87 acres) | $15,000.00 | $4,500.00 | $10,500.00 | $52,500.00 |
| Bonner & McCaul Lots – R154629; $154790; R154858 (10.68 + 0.80 + 0.85 acres | $75,000.00 | $22,500.00 | $52,500.00 | $0.00 |
| Total Allocations | $100,000.00 | $30,000.00 | $70,000.00 | |

For purposes of releasing and recording the deeds, the Purchase Price shall first be allocated to the Roy & Ella McCaul Lot - R154601 such that that deed is released and recorded when the contract balance equals $63,000.00, and the Calvin C Bonner Lot – R152621 deed shall be released and recorded when the contract balance equals $52,500.00, and the final deed shall be released and recorded when the contract is paid in full.

11. **Condemnation:** In the event of condemnation or appropriation of all or any substantial part of the Property by any public or private corporation under the laws of eminent domain, such portion of the monies received in the proceedings that shall relate to any part of the Property, in which the Seller or Seller's successors have an interest at the time of such taking, shall be applied as a credit upon the unpaid deferred purchase price at such time existing under this contract, and any excess paid to the Purchaser.

12. **Default:** Time is of the essence of this contract. A default shall occur if:

(a) Seller fails to receive any payment when it is due under this contract;

(b) Purchaser fails to perform any other obligation imposed by this contract and does not correct or commence correction of that failure within ten (10) days after receipt of notice from Seller specifying the manner in which Purchaser is in default;

(c) Purchaser becomes insolvent, a receiver is appointed to take possession of all or a substantial part of Purchaser's properties, Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy which is not dismissed in ninety (90) days.

13. **Remedies of Default:**

(a) In the event of default, Seller may, at Seller's option, take any one or more of the following steps:

(1) Declare the entire unpaid balance of the deferred purchase price and interest immediately due and payable;

(2) Foreclose this contract by suit in equity;

(3) Specifically enforce the terms of this contract by suit in equity;

(4) Declare the Purchaser's rights under the contract to be forfeited and extinguish the debt and retain all sums previously paid by the Purchaser pursuant to ORS 93.905 to 93.940.

(b) The remedies herein provided are not mutually exclusive nor shall they be exclusive of any other right or remedy provided by law.

14. **No Representations or Warranties as to Condition of Property:** Purchaser accepts the land, buildings, improvements and all other aspects of the Property in their present condition, AS IS, including latent defects, without any representations or warranties, expressed or implied, unless they are expressly set forth in this contract. Purchaser is buying the Property pursuant to Purchaser's own independent examination and is not in any way relying upon representations made by Seller or Seller's agents. Purchaser agrees that Purchaser has ascertained, from sources other than Seller, the applicable zoning, building, housing and other regulatory ordinances and laws and that Purchaser accepts the Property with full awareness of

these ordinances and laws as they may affect the present use or any intended future use of the Property, and Seller has made no representations with respect to such laws or ordinances.

15. **Notices:** Any notices, demands or requests under this contract shall be in writing and may be personally delivered or sent by mail, registered or certified, postage prepaid, to the address stated below. Notice shall be deemed to have been given at the time of personal delivery or three (3) days after mailing.

| SELLER | PURCHASER |
|---|---|
| Roy R. McCaul and Ella P. McCaul<br>4471 Spring Meadows Avenue<br>Eugene, Oregon 97404<br>*And*<br>Calvin C. Bonner and Brenda M. Bonner<br>PO Box 704<br>Greenacres, Washington 99016 | McGee Defoe Commercial, LLC<br>*and* D. Linette Dobbins<br><br>12455 SW 68th Avenue<br>Portland, Oregon 97223 |

Either party may change the address to which notices and deliveries may be sent by giving written notice to the other in the manner provided herein.

16. **Waiver:** Failure by either party at any time to require performance by the other party of any of the provisions of this contract shall in no way affect Seller's right hereunder to enforce the same, nor shall any waiver of any term or condition specified herein constitute a waiver of any such succeeding breach, or waiver of this paragraph.

17. **Costs and Attorney Fees:**

(a) If this contract is placed in the hands of an attorney due to a default in the payment or performance of any of its terms, the defaulting party shall pay, immediately upon demand, the other party's reasonable attorney fees, collection costs, costs of either a litigation or a foreclosure report (which ever is appropriate), even though no suit or action is filed thereon, and any other fees or expenses incurred by the non-defaulting party.

(b) If any arbitration, mediation, or other proceeding is brought in lieu of litigation, or if suit or action is instituted to enforce or interpret any of the terms of this contract, the party not prevailing shall pay the prevailing party's costs and disbursements, the fees and expenses of expert witnesses in determining reasonable attorney fees pursuant to ORCP 68, the actual cost of a litigation or foreclosure report, and such sums as the court, arbitrator, or mediator may determine to be reasonable for the prevailing party's attorney fees connected with the arbitration, mediation, hearing, or trial and any appeal thereof and by petition for review thereof.

18. **Contract Preparation:** This contract has been prepared by Purchaser's attorney. Seller acknowledges that Purchaser's attorney has represented Purchaser in the preparation of this contract and has not in any way represented Seller. Seller acknowledges that Seller has been

given adequate time to read and understand the terms of the Agreement and that Seller has read and does understand the Agreement.

19. **Joint and Several Obligations:** Anything herein to the contrary notwithstanding, the parties responsibilities and obligations are the joint and several obligations of each and include their individual promises.

20. **Successors and Assigns:** This contract shall be binding on and shall inure to the benefit of the permitted successors and assigns of the parties to it.

21. **Applicable Law:** This contract shall be construed equally against the parties and enforced in accordance with the laws of the State of Oregon.

22. **Complete Agreement:** This document is the entire, final and complete agreement of the parties pertaining to the sale and purchase of the Property and supersedes and replaces all written and oral agreements, including any earnest money agreement, between the parties or their representatives relating to the Property. It may not be modified orally or in any other manner except by an agreement in writing signed by the parties hereto. Purchaser and Seller represent and agree that any and all contingencies that may have existed in connection with sale of the Property have been satisfied.

23. **Further Assurances:** Each party shall execute and deliver, at the request of the other party, such further documents or instruments and shall perform such further acts that may be reasonably required to fully accomplish the intention of this contract.

24. **Memorandum of Contract:** On the closing date the party shall cause a memorandum of this contract to be recorded in the real property records of the county wherein the Property is located.

25. **Number, Gender and Captions:** The word "Seller" and "Purchaser" and their accompanying verbs or pronouns, whenever used in this contract, shall apply equally to all persons, firms or corporations which may be or become parties hereto. The singular shall include the plural, and the plural the singular. If the word "Purchaser" refers collectively to multiple parties, their liability shall be joint and several. All captions used herein are intended solely for the convenience of reference and shall in no way limit any of the provisions of this contract.

26. **Statutory Disclaimer:** The following disclaimer is made pursuant to ORS 93.040:

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNSER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS AND 5 TO

11, CHAPTER 11, CHAPTER 424, OREGON LAWS 2007. 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 VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES 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.

**IN WITNESS WHEREOF**, the parties acknowledge that they have the authority to enter into this contract and do hereby cause this contract to be executed in duplicate as of the date first above written.

| SELLER: | PURCHASER: |
|---|---|
| Roy R McCaul 5-18-16<br>Roy R. McCaul / date | MCGEE DEFOE COMMERCIAL, LLC<br>Charles E. Defoe, Jr 5/27/16<br>By: Charles E. Defoe, Jr / date<br>It's managing member |
| Ella P. McCaul 5-18-16<br>Ella P. McCaul / date | Judith McGee Defoe<br>By: Judith McGee Defoe / date 5/27/16<br>It's managing member |
| Calvin C. Bonner 5-25-16<br>Calvin C. Bonner / date | D. Linette Dobbins 5/27/16<br>D. Linette Dobbins / date |
| Brenda M. Bonner 5-25-16<br>Brenda M. Bonner / date | |

STATE OF OREGON )
) ss.
COUNTY OF ~~WASHINGTON~~ KO Lane )

On May 18th, 2016, Roy R. McCaul personally appeared and acknowledged the foregoing instrument to be his voluntary act and deed.

OFFICIAL STAMP
KAYLA ANN ALESA HOPE DOW
NOTARY PUBLIC - OREGON
COMMISSION NO. 940645
MY COMMISSION EXPIRES JULY 21, 2019

Notary Public for Oregon
My Commission Expires: 07/21/2019

STATE OF OREGON )
) ss.
COUNTY OF LANE )

On May 18th, 2016, Ella P. McCaul personally appeared and acknowledged the foregoing instrument to be her voluntary act and deed.

OFFICIAL STAMP
KAYLA ANN ALESA HOPE DOW
NOTARY PUBLIC - OREGON
COMMISSION NO. 940645
MY COMMISSION EXPIRES JULY 21, 2019

Notary Public for Oregon
My Commission Expires: 07/21/19

STATE OF WASHINGTON )
) ss.
COUNTY OF SPOKANE )

On 25 May, 2016, Calvin C. Bonner personally appeared and acknowledged the foregoing instrument to be his voluntary act and deed.

D. BRYAN FISK
COMMISSION EXPIRES
NOTARY
PUBLIC
02-10-2020
STATE OF WASHINGTON

Notary Public for ~~Oregon~~ Washington
My Commission Expires: 02-10-2020

STATE OF WASHINGTON )
) ss.
COUNTY OF SPOKANE )

On 25 May, 2016, Brenda M. Bonner personally appeared and acknowledged the foregoing instrument to be her voluntary act and deed.

D. BRYAN FISK
COMMISSION EXPIRES
NOTARY
PUBLIC
02-10-2020
STATE OF WASHINGTON

Notary Public for ~~Oregon~~ Washington
My Commission Expires: 02-10-2020

STATE OF OREGON )
) ss.
COUNTY OF WASHINGTON )

On May 27, 2016, Charles E. Defoe, Jr., Managing Member of McGee Defoe Commercial, LLC personally appeared and acknowledged the foregoing instrument to be his voluntary act and deed.

OFFICIAL SEAL
DONNA MAY HALL
NOTARY PUBLIC-OREGON
COMMISSION NO. 475031
MY COMMISSION EXPIRES JANUARY 31, 2017

Notary Public for Oregon
My Commission Expires: Jan 31, 2017

STATE OF OREGON )
) ss.
COUNTY OF WASHINGTON )

On May 27, 2016, Judith McGee Defoe, Managing Member of McGee Defoe Commercial, LLC personally appeared and acknowledged the foregoing instrument to be her voluntary act and deed.

OFFICIAL SEAL
DONNA MAY HALL
NOTARY PUBLIC-OREGON
COMMISSION NO. 475031
MY COMMISSION EXPIRES JANUARY 31, 2017

Donna May Hall
Notary Public for Oregon
My Commission Expires: Jan 31, 2017

STATE OF OREGON )
) ss.
COUNTY OF WASHINGTON )

On May 27, 2016, D. Linette Dobbins personally appeared and acknowledged the foregoing instrument to be her voluntary act and deed.

OFFICIAL SEAL
DONNA MAY HALL
NOTARY PUBLIC-OREGON
COMMISSION NO. 475031
MY COMMISSION EXPIRES JANUARY 31, 2017

Donna May Hall
Notary Public for Oregon
My Commission Expires: Jan 31, 2017

EXHIBIT "A"
Legal Description of Subject Property

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

PARCEL 1:

Lots 7, 8, 9, 10 and 11 in Block 1 of Crescent, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

TOGETHER with that portion of vacated streets and alleys which inured thereto by Order of Vacation recorded August 30, 1957 in Volume 294, page 158, Deed Records of Klamath County, Oregon.

EXCEPTING THEREFROM that portion of the Westerly side of said lots which were deeded to the State of Oregon by and through its State Highway Commission by Deed recorded April 30, 1943 in Book 155, page 31, Deed records of Klamath County, Oregon.

PARCEL 2:

A parcel of land situate in the SE1/4SW1/4 of Section 30, Township 24 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:
Beginning at a point, being the South quarter of said Section 30, a 21/2" brasscapped steel pipe; thence along the South line of Section 30, North 89° 04' 28" West 930.70 feet to a point, a #5 steel rod; thence along a line parallel with US Highway 97, North 25° 15' East 104.5 feet to a point, a #5 steel rod; thence along a line parallel with the South line of Section 30, North 89° 04' 28" West 128.7 feet to a point, a #5 steel rod; thence along a line parallel with Main Street projected, North 39° 03' 24" East 168.8 feet to a point, a #8 steel rod; thence along a line at right angle to Main Street projected, North 50°56' 36" West 37.0 feet to a point, a 1 1/4" axle; thence along a line parallel with Main Street projected, North 39° 03' 24" East 299.63 feet to a point, a 1 1/2" pipe; thence along a line at right angle to Main Street projected, South 50° 56' 36" East 302.2 feet to a point, a #5 steel rod; thence along a line parallel with Main Street projected, North 39° 03' 24" East 545.01 feet to a point, a #5 plastic-capped steel rod; thence along a line at right angle to Main Street projected, South 50° 56' 36" East 219.85 feet to a point along the Center quarter line of Section 30, a #5 plastic-capped steel rod; thence along the Center quarter section line, South 00° 03' 19" East 593.11 feet to the point of beginning.

A parcel of land situate in the SE1/4 SW1/4 of Section 30, Township 24 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and more particularly described as follows:

Beginning at a point, a #5 plastic-capped steel rod, from which the South quarter corner of said Section 30 bears South 13° 10' 35" East 751.42 feet; thence along a line parallel with Main Street projected, South 39° 03' 24" West 345.01 feet to a point, a #5 steel rod; thence along a line at right angle to Main Street projected, North 50° 56' 36" West 202.2 feet to a point, a #5 steel rod; thence along a line parallel with Main Street projected, North 39° 03' 24" East 345.2 feet to a point, a #5 plastic-capped steel rod; thence along a line at right angle to Main Street projected, South 50° 56' 36" East 202.2 feet to the point of beginning.

A parcel of land situate in the SE1/4SW1/4 of Section 30, Township 24 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point, a #4 steel rod, from which the South quarter corner of said Section 30 bears South 19° 17' 05" East 876.81 feet; thence along a line at right angle to Main Street projected, North 50° 56' 36" West 49.87 feet to a point, a #5 plastic-capped steel rod; thence along a line parallel with Main Street projected, South 39° 03' 24" West 77.64 feet to a point, a #5 steel rod; thence along a line at right angle to Main Street projected, North 50° 56' 36" West 357.4 feet to a point, a 3/4" pipe; thence North 41° 47' 01" East 146.67 feet to a point, a 3/4" pipe; thence along a line at right angle to Main Street projected, North 50° 56' 36" West 99.92 feet to a point, a #5 plastic-capped steel rod; thence along the Southeast line of Main Street projected, North 39° 03' 24" East 51.06 feet to a point, a #5 plastic-capped steel rod; thence along the Southeast line of Main Street projected, North 39° 03' 24" East 51.06 feet to a point, a #5 plastic-capped steel rod; thence along a line at right angle to Main Street

projected, South 50° 56' 36" East 120.0 feet to a point, a #4 steel rod; thence along a line parallel with Main Street projected, South 39° 03' 24" West 50.0 feet to a point, a #4 steel rod; thence along a line at right angle to Main Street projected, South 50° 56' 36" East 100.0 feet to a point, a 5/8" bolt; thence along a line parallel with Main Street projected, North 39° 03' 24" East 5.0 feet to a point, a #5 plastic-capped steel rod; thence along a line at right angle to Main Street projected, South 50° 56' 36" East 279.75 feet to a point, a #4 steel rod; thence along a line parallel with Main Street projected, South 39° 03' 24" West 75.26 feet to the point of beginning.

LESS AND EXCEPT the following parcel; That portion of the SE1/4 of the SW1/4 of Section 30, Township 24 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon described as follows:

Beginning at a point, which is 3/4 iron pin and is South 39° 40' West 215 feet and South 50° 20' East 220 feet from the intersection of the South line of Crescent, Oregon and the Easterly line of Main Street of Crescent, Oregon thence South 50° 20' East 279 feet, thence South 39° 40' West 75 feet, thence North 50° 20' West 279 feet, thence North 39° 40' East 75 feet more or less to the point of beginning.

PARCEL 3:

Beginning at the intersection of the Southeasterly side line of Main Street, 80.00 feet wide with the Southwesterly side line of Ward Street, 60.00 feet wide according to the recorded plat of Town of Crescent; thence along the Southeasterly side line of said Main Street, South 39° 40' West, 328.95 feet to the most Northerly corner of that certain parcel of land conveyed to the United States of America by Glen and Shirley Bilderback, husband and wife, per Warranty Deed recorded in Volume 305, page 279 of Deed Records of said Klamath County; thence along the Northeasterly line of said parcel, South 50° 20' East 99.60 feet; thence along the Southeasterly line of said parcel South 42° 23' 37" West, 147.27 feet to the Southerly corner thereof; said corner also being the Northeasterly corner of that certain parcel conveyed the United States of America by Ester K. Guddat, a widow, by individual Warranty Deed recorded in Volume 317, page 397 of Deed records; thence along the Northeasterly line of said parcel, South 50° 20' East, 207.40 feet to the most Easterly corner thereof; thence along the Southeasterly line of said parcel South 39° 40' West, 133.78 feet to the true point of beginning for this description; thence South 50° 20' East, 150.00 feet; thence North 39° 40' East, 133.78 feet; thence North 50° 20' West, 150.00 feet; thence South 39° 40' West, 133.78 feet to the true point of beginning.