

AmeriTitle
NTC 173453AM

2017-007150

Klamath County, Oregon

06/29/2017 01:52:01 PM

Fee: \$62.00

After Recording Return to:

John Jacobson and Amber Jacobson
17284 Rustic Lane
Brookings, OR 97415-9250

Mail Tax Statements to:

John Jacobson and Amber Jacobson
17284 Rustic Lane
Brookings, OR 97415-9250

WARRANTY DEED

Glen R. Crouch and Sharline J. Crouch, Trustees of the Glen R. Crouch and Sharline J. Crouch Joint Revocable Trust and Henry J. Caldwell, Jr. and Deborah L. Caldwell, Trustees of the Caldwell Family Trust uda January 5, 1996, GRANTORS, convey and warrant to John Jacobson and Amber Jacobson, as tenants by the entirety, GRANTEES, the following described real property, free of encumbrances except as specially set forth herein, situated in Klamath County, Oregon, to-wit:

See Exhibit A, attached

The true consideration for this conveyance is \$595,000.00.

The said property is free and clear of all encumbrances save and except the following:

See Exhibit B, attached

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

DATED June 28, 2017



Glen R. Crouch Trustee of the
Glen R. Crouch and Sharline J.
Crouch Joint Revocable Trust



Sharline J. Crouch Trustee of the
Glen R. Crouch and Sharline J.
Crouch Joint Revocable Trust

622ant

Henry J. Caldwell, Jr. Trustee of the
Caldwell Family Trust
uda January 5, 1996

Deborah L. Caldwell Trustee of the
Caldwell Family Trust
uda January 5, 1996

STATE OF OREGON)
County of Marion ss.

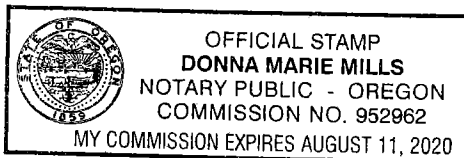
On this 28 day of June 2017, personally appeared before me Glen R. Crouch, as Trustee of the Glen R. Crouch and Sharline J. Crouch Joint Revocable Trust, and acknowledged the foregoing instrument to be his voluntary act and deed.



DM
Notary Public for Oregon
My Commission Expires: 8/11/2020

STATE OF OREGON)
County of Marion ss.

On this 28 day of June 2017, personally appeared before me Sharline J. Crouch, as Trustee of the Glen R. Crouch and Sharline J. Crouch Joint Revocable Trust, and acknowledged the foregoing instrument to be her voluntary act and deed.



DM
Notary Public for Oregon
My Commission Expires: 8/11/2020

STATE OF OREGON)
County of _____) ss.

On this ____ day of _____, 2017, personally appeared before me Henry J. Caldwell, Jr. Trustee of the Caldwell Family Trust uda January 5, 1996, and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
County of _____) ss.

On this ____ day of _____, 2017, personally appeared before me Deborah L. Caldwell, Trustee of the Caldwell Family Trust uda January 5, 1996, and acknowledged the foregoing instrument to be her voluntary act and deed.

Notary Public for Oregon
My Commission Expires: _____

Henry J. Caldwell, Jr.
Henry J. Caldwell, Jr. Trustee of the
Caldwell Family Trust
uda January 5, 1996

Deborah L. Caldwell
Deborah L. Caldwell Trustee of the
Caldwell Family Trust
uda January 5, 1996

STATE OF OREGON)
) ss.
County of _____)

On this ____ day of _____, 2017, personally appeared before me Glen R. Crouch, as Trustee of the Glen R. Crouch and Sharline J. Crouch Joint Revocable Trust, and acknowledged the foregoing instrument to be his voluntary act and deed.

Notary Public for Oregon
My Commission Expires: _____

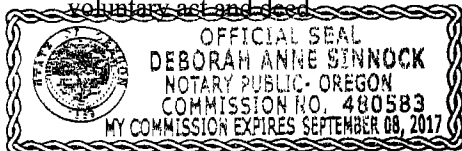
STATE OF OREGON)
) ss.
County of _____)

On this ____ day of _____, 2017, personally appeared before me Sharline J. Crouch, as Trustee of the Glen R. Crouch and Sharline J. Crouch Joint Revocable Trust, and acknowledged the foregoing instrument to be her voluntary act and deed.

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON)
) ss.
County of Klamath)

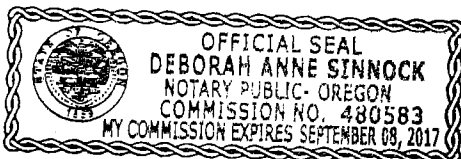
On this 24th day of June, 2017, personally appeared before me Henry J. Caldwell, Jr. Trustee of the Caldwell Family Trust uda January 5, 1996, and acknowledged the foregoing instrument to be his voluntary act and deed.



Deborah Anne Sinnock
Notary Public for Oregon
My Commission Expires: 9-8-17

STATE OF OREGON)
) ss.
County of Klamath)

On this 24th day of June, 2017, personally appeared before me Deborah L. Caldwell, Trustee of the Caldwell Family Trust uda January 5, 1996, and acknowledged the foregoing instrument to be her voluntary act and deed.



Deborah Anne Sinnock
Notary Public for Oregon
My Commission Expires: 9-8-17

EXHIBIT "A"
LEGAL DESCRIPTION

The following described real property in Klamath County, Oregon:

The Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon:

Section 32: The S1/2 of the SW1/4 lying East of the center thread of Sprague River, and the SE1/4 lying South of the center thread of Sprague River.

Section 33: the W1/2 of the SW1/4 lying South of the center thread of Sprague River, and the NE1/4 of the SW1/4 and the SE1/4 of the SW1/4 lying South and West of the center thread of Sprague River;

Excepting therefrom the NE1/4 of the SW1/4 of said Section 33.

Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon:

Section 4: Lots 2 and 3 lying North and West of the center thread of Sprague River, that part of the NW1/4 of the NW1/4 and S1/2 of the NW1/4 lying North and West of the center thread of Sprague River, and the NW1/4 of the SW1/4 lying North of the center thread of Sprague River.

Section 5: The NE1/4; the E1/2 of the NW1/4 lying East of the center thread of Sprague River.

EXHIBIT B
EXCEPTIONS

1. Rights of the public and governmental bodies in and to that portion of said premises now or at any time lying below the high water line of Sprague River, including any ownership rights which may be claimed by the State of Oregon as to any portion now or at any time lying below the ordinary high water line.

Such rights and easements for navigation and fishing as may exist over that portion of the property now or at any time lying beneath the waters of Sprague River.

All matters arising from any shifting in the course of Sprague River including but not limited to accretion, reliction and avulsion.

2. The rights of the public in and to that portion of the herein described property lying within the limits of public roads, streets or highways.

3. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:

Granted To: Pacific Power & Light Company

Recorded: August 11, 1996

Volume: M66, page 8170

4. Agreement and the terms and conditions contained therein

Between: Gordon Westerling, et ux.

And: Richard Cabral

Purpose: Easement

Recorded: October 19, 1994

Volume: M94, page 32431

5. Agreement and the terms and conditions contained therein

Between: Gordon Westerling, et ux

And: Richard Cabral

Purpose: Easement

Recorded: October 19, 1994

Volume: M94, page 32436

6. An easement including the terms and provisions thereof, affecting the portion of said premises and for the purposes stated therein as set forth in instrument:

Granted To: The United States of America, by and through the Commodity
Credit Corporation

Recorded: April 12, 2005

Volume: M05, page 25111

7. Agreement and the terms and conditions contained therein

Between: John Fugatt, et ux.

And: Glen R. Crouch, et al.

Purpose: Roadway Easement

Recorded: August 26, 2015

Instrument No.: 2015-009515