# Lats Deed Arep.

## THIS SPACE RESERVED FOR RECORDER'S USE

2024-003510 Klamath County, Oregon

00328012202400035100030032
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05/06/2024 02:25:07 PM

Fee: \$92.00

Eloise Jane Elliott
64970 Glacier View Drive
Bend, Oregon 97701

Grantor's Name and Address

Jeffrey J. Grow 8425 SW Curry Dr. Unit C Wilsonville, OR 97070

Grantee's Name and Address

After recording return to:

Jeffrey J. Grow

8425 SW Curry Dr. Unit C

Wilsonville, OR 97070

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

Jeffrey J. Grow 8425 SW Curry Dr. Unit C Wilsonville, OR 97070

### **BARGAIN AND SALE DEED**

## KNOW ALL MEN BY THESE PRESENTS, That Eloise Jane Elliott,

hereinafter called Grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto Jeffrey J. Grow,

hereinafter called Grantee, and unto Grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in the County of Klamath, State of Oregon, described as follows, to wit:

### SEE LEGAL DESCRIPTION EXHIBIT "A" ATTACHED

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$to convey title.

However, the actual consideration consists of or includes other property or value given or promised which is the whole / part of the consideration.

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

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.

## Page 2 - Bargain and Sale Deed

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INOUIRE 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.

In Witness Whereof, the grantor has executed this instrument this 29 day of 4 day of corporate grantor, 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.

Slove Yang Elliott

County of Deschutes

On this 294day of April , Ze24, before me, Eliott a Notary

Public in and for said state, personally appeared Eloise Jane Elliott , known or identified to me to be the person(s) whose name(s) is/are subscribed to the within Instrument and acknowledged to me that he/she/they executed same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public for the State of Residing at:
Commission Expires: Jan. 27th, 2027

OFFICIAL STAMP DAKOTA DILLON SHEPHERD NOTARY PUBLIC-OREGON COMMISSION NO. 1032646 MY COMMISSION EXPIRES JANUARY 18, 2027

# Legal Description Exhibit "A"

All of Grantors undivided 25% Interest in and to the following described property:

A Parcel of Land lying in the N1/2NE1/4SW1/4 of Section 35, Twp. 35 S., R. 14E., W.M., Klamath County, Oregon, more particularly described as follows: Starting at the NE Corner of the SW1/4 of said Section, which Corner is marked by a Brass Cap set in a mound of stone (labeled "CTR1/4SC, S35, 3641"); Thence South 0° 54' East along the Easterly Boundary of the SW1/4 288.75 feet more or less to the Right and Northerly bank of the North Fork of Sprague River; Thence South 0°54" East along the Easterly Boundary of the SW1/4 to its intersection with the Medial Line of the North Fork of Sprague River, which intersection is the True Point of Beginning of this description; Thence South 0°54' East along the Easterly Boundary of the SW1/4 to the SE Corner of the NE1/4 NE1/4SW1/4 of said Section, which Corner lies 226.71 Feet Southerly from the Left (South) Bank of the North Fork of Sprague River, and which corner is monumented by a Brass Cap set in a mound of stone (labeled "1/32 GANONG 3641"); Thence South 89'59' West along the South Line of the N1/2NE1/4SW1/4 726.0 feet; Thence North 0°50'30" West 226.71 feet; Thence North 89°59' East 264 feet; Thence South 30° East to the Medial Line of the North Fork of Sprague River; Thence Easterly and Upstream along said Medial Line of the North Fork of Sprague River to the True Point of Beginning. The Parcel to which the above description applies contains 4.10 acres, more or less.

Together with that certain nonexclusive easement for ingress and egress dated December 12, 1977, and recorded in Vol. M-77 at page 24155 of the Deed Records of Klamath County, Oregon, which said Easement is subject to an unrecorded Agreement dated December 12, 1977, made by and between Frank F. Ganong and William Ganong, Jr., and Francis S. Landrum to which reference is hereby made for details;

SUBJECT TO: The Option to Repurchase and other provisions set forth in that certain Agreement dated July 20, 1977, made by and between Frank F. Ganong and William Ganong, Jr., and Francis S. Landrum, their heirs and devisees, to which reference is hereby made for details.

APN 3514-03500-01700