

10068

Vol. M-66

11300

Page

1 THIS INDENTURE WITNESSETH, That VIVIAN N. TODD, a single woman, hereinafter  
2 known as Grantor for and in consideration of the sum of Ten Dollars to her paid,  
3 has bargained and sold, and by these presents does grant, bargain, sell and con-  
4 vey unto CHARLES JOSEPH MILLER, a single man, his heirs and assigns, the follow-  
5 ing described premises, situated in Klamath County, Oregon, to-wit:

6 A Tract of Land situated in the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 3, Twp. 36 S., R. 6 E.W.M.,  
7 Klamath County, Oregon, more particularly described as follows:

8 Beginning at the most Southwesterly corner of the Tract of Land conveyed to C.T.  
9 Darley by Deed recorded in Vol. 342 at page 209 of Klamath County, Oregon Deed  
10 Records, which said point is also the Southeasterly corner of the Tract of Land  
11 conveyed to Clifford Daniel Miller by Deed dated October 13, 1966 and recorded  
12 October 21, 1966, in Vol. M66 at page 11211 of Klamath County, Oregon Deed  
13 Records;

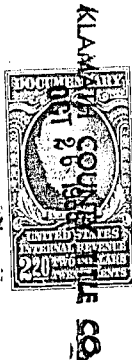
14 Thence, South 81°45' East on the South line of said Darley Tract a distance of  
15 10 feet, more or less, to the Northwest corner of the Tract of Land conveyed to  
16 Walter L. Clink et ux. by Deed recorded in Vol. 332 at page 533 of Klamath  
17 County, Oregon Deed Records; Thence, South 11°03' West on the West line of  
18 said Clink Tract, said line also being the East Line of the Private 20 foot wide  
19 Roadway more particularly described in the deed to John L. Gross dated October  
20 12, 1966, and recorded October 20, 1966 in Vol. M66 at page 10168 of Klamath  
21 County, Oregon Deed Records, a distance of 78.1 feet to the Southwest corner of  
22 said Clink Tract;

23 Thence, North 79°41' West a distance of 10 feet, more or less, along the North  
24 line of that certain Tract of Land conveyed to Terence L. Boyer et ux. by Deed  
25 recorded in Vol. M65 at page 3936 of Klamath County, Oregon, Deed Records, to  
26 the Northwest corner of said Boyer Tract; Thence, North 56°41' West a distance  
27 of 146.6 feet to an iron pin; Thence, North 7°37' East a distance of 42.73 feet  
28 to the Southwest corner of said Tract of Land conveyed to Clifford Daniel Miller;  
29 Thence, South 70°35' East 140.4 feet to the Point of Beginning;

30 TOGETHER WITH full right of ingress and egress to the West Side Highway over the  
31 existing Private 20 foot wide Roadway more particularly described in said Deed  
32 to John L. Gross et ux. and with an easement for utilities 5 feet in width along  
the edge of said Roadway.

33 SUBJECT TO: Easements and rights of way of record and those apparent on the  
34 land, including said Roadway hereinbefore mentioned, and subject to an easement  
35 for utilities five feet wide across the premises herein conveyed, said easement  
36 to be bounded on its Easterly side by the Westerly line of said Roadway but may  
37 extend into and cross said Roadway where necessary; Agreements relative to the  
38 raising and lowering of Upper Klamath Lake; Agreement recorded December 19, 1952,  
39 in Vol. 258 at page 287 of Klamath County, Oregon Deed Records, as corrected by  
40 Agreement recorded December 27, 1955, in Vol. 280 at page 146 of said Deed Rec-  
41 ords prohibiting the use of said premises for any resort or competing commercial  
42 use, as more specifically defined in said Agreement, for a period of 30 years  
43 from the date of said Agreement; and also to the following building and use  
44 restrictions which grantee, his heirs, grantees and assigns covenants and agrees  
45 to observe and comply with and which shall run with and bind the land herein  
46 conveyed by the Grantor for the benefit of the lands in Section 3, Twp. 36 S.,  
47 R. 6 E.W.M. now owned by Vivian N. Todd, who was formerly Vivian N. Johnson, or  
48 by William K. Johnson and for the benefit of the Tracts in the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of said  
49 Sec. 3 heretofore conveyed by Vivian N. Todd or William K. Johnson to other pur-  
50 chasers, and for the benefit of each and every part and parcel of said lands, to-wit:

- 51 (1) That said premises will be used solely as a residence or summer home site;
- 52 (2) That said premises shall never be subdivided nor shall any less portion than  
the whole thereof ever be sold, leased or conveyed;



BANDER, BANDER,  
& GORDON  
ATTORNEYS AT LAW  
KLAMATH FALLS, ORE.

538 Main

Warranty Deed - Page 1.

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- 1 (3) That no building, except one residence or summer home and the usual and ne-
- 2 cessary outbuildings incidental thereto, shall ever be erected thereon; that the
- 3 ground floor of such residence or summer home, exclusive of open porches and
- 4 garages, shall not be less than 400 square feet; that all constructions, finish
- 5 and materials shall be of first class quality; that all structures, except those
- 6 finished in shingles, shakes or logs, shall be painted with at least two coats
- 7 of paint, varnish or stain. External construction of all structures, including
- 8 the painting thereof, shall be fully completed within two years from the start
- 9 of said construction;
- 10 (4) That no building shall be erected within ten feet of any exterior property
- 11 line;
- 12 (5) That no unlawful, noxious or offensive activity shall be carried on upon
- 13 said premises, nor shall anything be done thereon which may be or may become an
- 14 annoyance or nuisance to the neighborhood;
- 15 (6) That trash, garbage or other waste shall not be kept except in sanitary con-
- 16 tainers; that incinerators or other equipment for the storage or disposal of
- 17 such materials shall be kept in a clean and sanitary condition; that lavatories
- 18 and toilets shall be built indoors and connected with outside septic tanks and
- 19 shall be constructed, used and maintained in conformity with and so as to comply
- 20 with all applicable laws and regulations;
- 21 (7) That the foregoing covenants and restrictions shall be incorporated in and
- 22 made a part of every deed or conveyance hereafter executed for the purpose of
- 23 conveying these premises.

24 TO HAVE AND TO HOLD the said premises with their appurtenances unto the

25 said Grantee forever. And the said Grantor does hereby covenant to and with

26 the said Grantee and his assigns that she is the owner in fee simple of said

27 premises; that they are free from all incumbrances, except those above set forth,

28 and that she will warrant and defend the same from all lawful claims whatsoever

29 except those above set forth.

30 IN WITNESS WHEREOF, She has hereunto set her hand and seal this 14th day

31 of October, 1966.

32 Vivian N. Todd (SEAL)

STATE OF CALIFORNIA )

County of Los Angeles ) SS October 13, 1966

Personally appeared the above named Vivian N. Todd, a single woman, and

acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

My Commission Expires:

MILDRED E. TEIGLAND, Notary Public,  
in and for said County and State.  
My Commission Expires June 13, 1968

Mildred E. Teigland  
Notary Public for California  
OFFICIAL SEAL  
MILDRED E. TEIGLAND  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
LOS ANGELES COUNTY

STATE OF OREGON; COUNTY OF KLAMATH; ss:

Filed for record at request of Klamath County Title Co.

this 26 day of Oct. 1966 11:17 clock A.M., and

duly recorded in Vol. M-77, of Deeds on Page 11300

Warranty Deed - Page 2. Fee \$3.00

DOROTHY ROGERS, County Clerk  
Dorothy Rogers

GANONG, GANONG,  
& GORDON  
ATTORNEYS AT LAW  
KLAMATH FALLS, ORE.