

100-000 Vol 72467 Page 7100

1 THIS INDENTURE WITNESSETH, That RICHARD J. BARLOW and JUNE M. BARLOW, hus-  
2 band and wife, Grantors, for and in consideration of the sum of Ten Dollars to  
3 them paid, have bargained and sold and by these presents do grant, bargain, sell  
4 and convey unto ELDON V. STIVERS and PEGGY M. STIVERS, husband and wife, Grantees,  
5 the following described premises situated in Klamath County, Oregon, to-wit:

6 Lot 194 of Third Addition to Sportsman Park, Klamath County, Oregon, accord-  
7 ing to the official plat thereof on file in the records of Klamath County,  
8 Oregon.

8 Subject to: Agreement concerning the operation of the dam and control of  
9 the water levels of Upper Klamath Lake; Reservations and easements contained  
10 in the Dedication of Third Addition to Sportsman Park; and any easements of  
11 record; real property taxes for 1967-68 which are now a lien but not yet  
12 payable; and to the following building and use restrictions which grantees,  
13 their heirs, grantees and assigns, assume and agree to fully observe and  
14 comply with, to-wit:

12 (1) That grantees will not suffer or permit any unlawful, unsightly or offen-  
13 sive use to be made of said premises nor will they suffer or permit anything  
14 to be done thereon which may be or become a nuisance or annoyance to the  
15 neighborhood.

15 (2) That they will use said premises solely as a residence or summer home  
16 site.

16 (3) That each said lot shall never be subdivided nor shall any less portion  
17 than the whole of said lot ever be sold, leased or conveyed, and that no  
18 building except one summer home or residence and the usual and necessary out-  
19 buildings thereto shall ever be erected thereon.

19 (4) That no building shall ever be erected within 10 feet of any exterior  
20 property line.

20 (5) That the foregoing covenants are appurtenant to and for the benefit of  
21 each and every other lot in said Third Addition to Sportsman Park and shall  
22 forever run with the land and shall bind the premises herein conveyed for  
23 the benefit of each and every other lot in said addition and the foregoing  
24 covenants and restrictions shall be incorporated in and made a part of each  
25 and every other deed or conveyance hereafter executed for the purpose of  
26 conveying these premises.

24 TO HAVE AND TO HOLD the said premises with their appurtenances unto the said  
25 grantees as an estate by the entirety. And the grantors do hereby covenant to  
26 and with the grantees, and their assigns, that they are the owners in fee simple  
27 of said premises; that they are free from all incumbrances except those above  
28 set forth and those which may have been incurred by grantees; and that they will  
29 warrant and defend the same from all lawful claims whatsoever, except those  
30 above set forth and any suffered or created by grantees.

31 IN WITNESS WHEREOF, They have hereunto set their hands and seals this 12th  
32 day of September, 1967.

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Richard J. Barlow (SEAL)  
June M. Barlow (SEAL)

STATE OF OREGON )  
County of Klamath ) SS September , 1967

Personally appeared the above named Richard J. Barlow and June M. Barlow, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:  
(SEAL) William T. Carson  
My Commission Expires: 5-20-69 Notary Public for Oregon



STATE OF OREGON; COUNTY OF KLAMATH; ss.  
Filed for record at request of E. V. Stibers  
this 13th day of September A. D. 1967 at 1:58 clock P. M., and  
duly recorded in Vol. M-67, of Deeds on Page 710  
DOROTHY ROGERS, County Clerk  
Fee \$ 3.00  
By Carol Heller

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

Deed - Page 2. Return  
E. V. Stibers  
Box 44 - Warrenton Route  
Klamath Falls, Ore.