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VOL 471 PAGE 1620

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That CHARLES A. MITCHELL and LOIS L. MITCHELL, husband and wife, hereinafter called the Grantors, for the consideration hereinafter stated, to Grantors paid by JOHN C. PEDERSEN and SHIRLEY A. PEDERSEN, husband and wife, hereinafter called Grantees, do hereby grant, bargain, sell and convey unto the said Grantees and Grantees' heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

Lot 145 of THIRD ADDITION TO SPORTSMAN PARK, Klamath County, Oregon, according to the official plat thereof, on file in the office of the County Clerk, Klamath County, Oregon.

SUBJECT TO:

1. Reservations, restrictions, rights of way and easements of record and those apparent on the land;
2. Agreement between Herbert Fleishhacker and May Belle Fleishhacker, husband and wife, and The California Oregon Power Company, a corporation, dated January 25, 1924, recorded February 15, 1924, Volume 63 of Deeds, page 460, Records of Klamath County, Oregon, relative to the raising and/or lowering of the water of Upper Klamath Lake between the elevations of 4137 and 4143.3 feet above sea level.
3. Agreement between the Klamath Development Co., a corporation and Herbert Fleishhacker, dated January 1917, recorded August 15, 1917, in Volume 3 of Miscellaneous Records, page 275, Records of Klamath County, Oregon, granting "The perpetual right to maintain said pipe line extending from the certain reservoir or water tank situate in the SE 1/4 NW 1/4 of Section 3, Township 36, S., R. 6, E.W.M., approximately 200 feet from the head of Pelican Creek and leading across the NE 1/4 of Section 3 aforesaid and lot 4 of Section 2, said Township and range to the lands of Said Second party situate in said Lot 4 of Section 2,"
4. Easement, including the terms and provisions thereof, as reserved in deed from Gus G. Johnson and Olive M. Johnson, husband and wife, to Robert Sloan and Peggy M. Sloan, dated February 16, 1948, recorded September 1, 1953, Volume 262 of Deeds, page 581, Records of Klamath County, Oregon, as follows: "also the right to build necessary dike, drainage, and irrigation ditches and locate a pumping plant on the NE 1/4 SW 1/4 of Section 3, Township 36 S., R. 6, E.W.M."
5. Grant of Right of Way, including the terms and provisions thereof, given by Olive M. Johnson, a widow, to the California Oregon Power Company, a California corporation, dated November 3, 1955, recorded November 8, 1955, in Volume 279 of Deeds, page 99, records of Klamath County, Oregon.

BOIVIN & BOIVIN
ATTORNEYS AT LAW
210 BOIVIN BUILDING
KLAMATH FALLS,
OREGON 97601
TELEPHONE 884-8101

Warranty Deed - Page 1

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TO HAVE AND TO
Grantees' heirs

1 6. Reservations and restrictions contained in the dedication
2 of Third Addition to Sportsman Park: "subject to a 10-foot building
3 set back line on the front of all lots and an 8-foot easement along
4 the back of all lots for future sanitary sewers and public utilities
5 said easement to provide for ingress and egress for maintenance
6 and construction of such utilities, no structures being permitted
7 and any plantings placed upon said easement shall be placed at the
8 risk of the owner."

9 7. Reservations and restrictions contained in deed from Robert
10 Sloan and Peggy M. Sloan, husband and wife, to Odell Mitchell and
11 Ola Mitchell, husband and wife, dated August 27, 1964, recorded
12 April 13, 1970 in Microfilm records Volume M-70 at page 2807,
13 records of Klamath County, Oregon, as follows: "... and to the
14 following building and use restrictions which Grantees, their
15 heirs, grantees and assigns, assume and agree to fully observe
16 and comply with, to-wit: (1) That Grantees will not suffer or
17 permit any unlawful, unsightly or offensive use to be made of said
18 premises, nor will they suffer or permit anything to be done
19 thereon which may be or become a nuisance or annoyance to the
20 neighborhood. (2) That Grantees will use said premises solely as
21 a residence or summer homesite. (3) That said premises shall
22 never be subdivided nor shall any less portion than the whole
23 thereof ever be sold, leased or conveyed, and that no building
24 except one summer home or residence and the usual and necessary
25 outbuildings incidental thereto shall ever be erected thereon.
26 (4) That no building shall ever be erected within 10 feet of any
27 exterior property line. (5) That the foregoing covenants and
28 restrictions are appurtenant to and for the benefit of each and
29 every other lot in said Third Addition to Sportsman Park and shall
30 forever run with the land and shall bind the premises herein
31 conveyed for the benefit of each and every other lot in said
32 addition, and that the foregoing covenants and restrictions shall
be incorporated in and made a part of each and every other deed or
conveyance hereafter executed for the purpose of conveying these
premises."

TO HAVE AND TO HOLD the same unto the said Grantees and
Grantees' heirs, successors and assigns forever.

And said Grantors hereby covenant to and with said Grantees
and Grantees' heirs, successors and assigns, that Grantors are
lawfully seized in fee simple of the above-granted premises,
free from all encumbrances except as herein set forth, and that
Grantors will warrant and forever defend the above-granted premises
and every part and parcel thereof against the lawful claims and
demands of all persons whomsoever, except those claiming under the
above described encumbrances.

The true and actual consideration paid for this transfer,
stated in terms of dollars is the sum of Two Thousand Five Hundred
and no/100 Dollars (\$2,500.00).

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WITNESS Grantors' hands this 10th day of February, 1971.

Charles Alan Mitchell

Lois L. Mitchell

STATE OF OREGON)
) ss.
County of Klamath)

On this 10th day of February, 1971, personally appeared before me, a Notary Public in and for said County and State, the within named CHARLES A. MITCHELL and LOIS L. MITCHELL, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Caryl D. Dyer
Notary Public for Oregon
My Commission Expires: 7-7-73

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of Klamath County Title Co.
this 25th day of February A. D. 1971 at 4:37 clock PM., and
dufy recorded in Vol. M71, of Deeds on Page 1620

Fee \$4.50

Wm D. MILNE, County Clerk

By Cynthia Campbell

BOIVIN, BOIVIN
& KOSTA
ATTORNEYS AT LAW
210 BOIVIN BUILDING
KLAMATH FALLS,
OREGON 97601
TELEPHONE 884-8101

Return
John C. Redmon
5540 Homedale Rd
Klamath Falls Oregon
Warranty Deed - Page 3 93601

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