

1 THIS INDENTURE WITNESSETH, that PEGGY M. STIVERS, who was formerly Peggy M.
2 Sloan, and ELDON V. STIVERS, her husband; and ROBERT SLOAN and LUCILLE SLOAN,
3 husband and wife, hereinafter known as Grantors, for the consideration herein-
4 after stated have bargained and sold and by these presents do grant, bargain,
5 sell and convey unto LESLIE W. THOMAS and KATHRYN B. THOMAS, husband and wife,
6 Grantees, the following described premises, situated in Klamath County, Oregon,
7 to-wit:

8 Lots 109 and 110 of Third Addition to Sportsman Park, Klamath County,
9 Oregon, according to the official plat thereof on file in the records
of Klamath County, Oregon.

10 Subject to: 1970-71 real property taxes which are now a lien but not
11 yet payable; Agreement concerning the operation of the dam and control
12 of the water levels of Upper Klamath Lake; Reservations and easements
13 contained in the Dedication of Third Addition to Sportsman Park; any
easements of record; and to the following building and use restrictions
which grantees, their heirs, grantees and assigns, assume and agree to
fully observe and comply with, to-wit:

- 14 (1) That grantees will not suffer or permit any unlawful, unsightly or
15 offensive use to be made of said premises nor will they suffer or
16 permit anything to be done thereon which may be or become a nuis-
17 ance or annoyance to the neighborhood.
- 18 (2) That they will use said premises solely as a residence or summer
19 home site.
- 20 (3) That each said lot shall never be subdivided nor shall any less por-
21 tion than the whole of said lot ever be sold, leased or conveyed,
22 and that no building except one summer home or residence and the
23 usual and necessary outbuildings thereto shall ever be erected thereon.
- 24 (4) That no building shall ever be erected within 10 feet of any exterior
25 property line. (It being understood and agreed that grantees may con-
26 struct on the interior lot line between said lots herein conveyed.)
- 27 (5) That the foregoing covenants are appurtenant to and for the benefit
28 of each and every other lot in said Third Addition to Sportsman Park
29 and shall forever run with the land and shall bind the premises
30 herein conveyed for the benefit of each and every other lot in said
31 addition and the foregoing covenants and restrictions shall be in-
32 corporated in and made a part of each and every other deed or con-
veyance hereafter executed for the purpose of conveying these premises.

The true and actual consideration paid for this transfer is \$2,600.00.

33 TO HAVE AND TO HOLD the said premises with their appurtenances unto the
34 said grantees as an estate by the entirety. And the said grantors do hereby
35 covenant, to and with the said grantees, and their assigns, that they are the
36 owners in fee simple of said premises; that they are free from all incumbrances,
37 except those above set forth and those which may have been incurred by grantees;

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1 and that they will warrant and defend the same from all lawful claims whatso-
 2 ever, except those above set forth and any suffered or created by grantees.

3 IN WITNESS WHEREOF, they have hereunto set their hands and seals this, 30th
 4 day of September, 1970.

5 Peggy M. Stivers (SEAL)

6 Eldon V. Stivers (SEAL)

7 Robert Sloan (SEAL)

8 Lucille Sloan (SEAL)

9 By Peggy M. Stivers
 Their Attorney-in-Fact

10 STATE OF OREGON)
 11 County of Klamath) SS

Sept. 30, 1970

12 Personally appeared the above named Peggy M. Stivers (who was formerly Peggy
 13 M. Sloan) and Eldon V. Stivers, her husband, and acknowledged the foregoing in-
 strument to be their voluntary act and deed.

14 Before me:

Clower M. Farnley
 Notary Public for Oregon

15 (SEAL)
 16 My Commission Expires: Jul. 5, 1973

17 STATE OF OREGON)
 18 County of Klamath) SS

Sept. 30, 1970

19 Personally appeared Peggy M. Stivers (who was formerly Peggy M. Sloan) who
 20 being duly sworn, did say that she is attorney-in-fact for Robert Sloan and
 21 Lucille Sloan, husband and wife, and that she executed the foregoing instrument
 by authority of and in behalf of said principals; and she acknowledged said
 instrument to be the act and deed of said principals.

22 Before me:

Clower M. Farnley
 Notary Public for Oregon

23 (SEAL)
 24 My Commission Expires: Jul. 5, 1973

25 STATE OF OREGON; COUNTY OF KLAMATH; ss.

26 for record at request of TRANSAMERICA TITLE INS. CO
 27 ON THIS 3rd day of MAY A. D. 19 72 at 10:05 o'clock A. M., and
 28 duly recorded in Vol. M 72, of DEEDS on Page 4705.

29 FEE \$4.00

By Wm D. MILNE, County Clerk
Glenn D. Dray

30
 31
 32
 GANONG, GANONG
 & GORDON
 ATTORNEYS AT LAW
 KLAMATH FALLS, ORE.

Warranty Deed - Page 2.