Volam 13174 CULD & UARANTY (Surviveship) (Individual or Corporate) Stanley E. Rogers and Annabel W. Jacobsen KNOW ALL MEN BY THESE PRESENTS, That Vera A. Rogers, husband and wife 1967 for the consideration hereinafter stated to the grantor paid by and Marc E. Jacobsen hereinafter called grantees, hereby grants, bargains, sells and conveys unto the said grantees, not as tenants in common but with the right of survivorship, their assigns and the heirs of the survivor of said grantees, all of the followmon but with the right of survivorship, their assigns and the heirs of the survivor of said grantees, all of the follow-ing described real property with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining situated in the County of Klamath State of Oregon, to with Lot 147 of Third Addition to SPORTSMAN PARK, Klamath County, Oregon, according to the official plat thereof on file in the Records of Klamath County, Oregon. SUBJECT TO: Agreement concerning the operation of the dam and control of the water levels of Upper Klamath Lake; Reservations and easements contained in the Dedication of TO HAVE AND TO HOLD the above described and granted premises unto the said grantees, their assigns and the heirs of such survivor, forever; provided that the grantees herein do not take the title in common but with 416 the right of survivorship, that is, that the fee shall vest absolutely in the survivor of the grantees. And the grantor above named hereby covenants to and with the above named grantees, their heirs and as-And the grantor above named hereby covenants to and with the above named grantees, their neurs and as-signs, that grantor is lawfully seized in fee simple of the above granted premises, that the said premises are free from all encumbrances except as noted of record as of the date of this deed and those apparent upon the land, if any, as of the date of this ā 15 3 The first of the second state of the second states and the second states are second states and the second states are second states and that grantor will warrant and forever defend the above granted premises and every part and parcel thereof Ż and that grantor will warrant and torever detend the above granted prefuses and every part and parter thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described 101 encumbrances. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$7,000.00 The true and actual consideration paid for this transfer, stated in terms of dollars, is \$7,000.00 Other true and actual consideration consists of or includes other property or value given or promised which is proverer, me, acraque, consider unite consider, or menades only, proporty primities Breat or pression of pression of the phone of the p on construing this deed and where the context so requires, the singular includes the plural; the masculine inin construing this deed and where the context so requires, the singular moludes the plural; itre masculine in-cludes the feminine and the neuter and, generally; all grammatical changes shall; be made, assumed, and implied cludes the feminine and the neuter and, generally; all grammatical changes (shall be made, assumed, and to make the provisions hereof apply equally to corporations and to individuals. A 1999 13th 1997 1607 36 o make the provisions hereor apply equally to corporations and to individuals. (a) 112 13th 101 160 100 day of IN WITNESS WHEREOF, the grantor has executed this instrument on the November , 19 ; if the grantor is a corporation, it has caused its corporate name to be signed and its Corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors. Stanley: Roperty Stanley: Roperty of end of the second by a corporation, it has caused its corporate name to be signed and directors. Stanley: Roperty of the second by a corporation, and the second by a corporation, it has caused its corporate name to be signed and directors. It executed by a corporation, and the second by a corporation of the second by a corporation. (If executed by a corporation affix corporate seal) STATE OF OREGON, County of 0° 11/2 STATE OF OREGON, who, being duly sworn, for himself and not one lor the other, did say that the former is the Klamath , 19 72 County of Kla November 13 president and that the latter is the Personally appeared the above named Stanley: E. Rogers and Vera A. secretary of a corporation, and that the seal attixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in be-half of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed. Before me: , a corporation Rogers ment to be ... 1 1 Before me: ant E. Dr. 1 Before me (OFFICIAL SEAL) (OFFICIAL Make Notary Polic for Oregon SEAL) Notary Public for Oregon 3-19-73 deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special My commission expires: My cor STATE OF OREGON, WARRANTY DEED County of ... I certify that the within instru-(SURVIVORSHIP) ment was received for record on the, 19....., day of o'clock.....M., and recorded (DON'T USE THIS SPACE: RESERVED FOR RECORDING LABEL IN COUN-TIES WHERE USED.) то on page.... Record of Deeds of said County. in book ... Witness my hand and seal of County affixed. STRVENS-NESS LAW PUB. CO., PORTLAND, ORE Annabel W. Jacobsen 6830 S. Land Park Drive Title. Ñ Sacramento, Cal. 95831 Deputy 690 K e a certe



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Third Addition to Sportsman Park; 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:

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

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

(3) That said premises shall never be subdivided nor shall any less portion than the whole thereof ever be sold, leased, or conveyed and that no building except one summer home or residence and the usual and necessary outbuildings incidental thereto shall ever be erected thereon.

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

(5) That the foregoing convenants and restrictions are appurtent to and for the benefit of each and every other lot in said Third Addition to Sportsman Park and shall forever run with the land and shall bind the premises herein conveyed for the benefit of each and every other lot in said 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.