

## WARRANTY DEED

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KNOW ALL MEN BY THESE PRESENTS, That Henry Wolff, herein-  
after called the grantor, for the consideration hereinafter stated,  
to grantor paid by Theodore Stanke and Mildred Stanke, husband and  
wife, hereinafter called the grantee, does hereby grant, bargain,  
sell and convey unto the said grantee and grantee's 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:

PARCEL I: Lot 3 in Block 1 of Chiloquin, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SUBJECT TO: Party Wall agreement, including the terms and provisions thereof, between Henry G. Wolff and Josephine M. Wolff, his wife, first parties, and George M. Strowbridge et al., second parties, dated May 1, 1926, recorded July 30, 1926, Deed Vol. 72, page 200, records of Klamath County, Oregon; Right of way for sewer line, including the terms and provisions thereof, given by Henry G. Wolff and Josephine M. Wolff, husband and wife, to City of Chiloquin, dated November 20, 1927, recorded April 26, 1928, Deed Vol. 80, page 217, records of Klamath County, Oregon.

PARCEL II: Beginning at the Northeast corner of the SE 1/4 NW 1/4 of Section 7, Township 35 South, Range 7 E.W.M.; thence South 600 feet along said line to a point; thence due West to a point on the West line of the Dalles-California Highway to the place of beginning; thence from this point due West 300 feet, more or less, to the lake shore line; thence along said lake shore in a Southwesterly direction 100 feet; more or less, to a point; thence due East to a point on the West line of the Dalles-California Highway; and thence along said West line of the Dalles-California Highway in a North easterly direction to the point of beginning.

SUBJECT TO: Rights of the federal government, the State of Oregon, and the general public in any portion of the herein described premises lying below the high water line of Upper Klamath Lake; Agreement, including the terms and provisions thereof between Carlos Blair, single, and the California Oregon Power Company, a California corporation, dated April 28, 1925, recorded May 11, 1925, Deed Vol. 65, page 580, records of Klamath County, Oregon, relative to raising and/or lowering the waters of Upper Klamath Lake between the elevations of 4137 feet and 4143.3 feet above sea level; Right of way for transmission line, including the terms and provisions thereof, given by Chas. Blair Knight and Perthina Knight, his wife, to The California Oregon Power Company, a California corporation, dated August 2, 1939, recorded September 27, 1939, Deed Vol. 124, page 509, records of Klamath County, Oregon; Reservations and restrictions contained in Land Status Report recorded May 23, 1962, Deed Vol. 337, page 537, records of Klamath County, Oregon, as follows: "...The following reservations are made: a. Right of way to Klamath County Court for Dalles-California Highway approved by F. M. Goodwin, Assitant Secretary, on May 28, 1924, subject to the provisions of the Act of March 3,

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1901 (31 Stat. L. 1058-1084) and Departmental regulations thereunder; and subject also to any prior valid existing right or adverse claim. b. The above described property is subject to any other existing easements for public roads and highways, for public utilities, and for railroads and pipe lines and for any other easements or rights of way of record; and there is hereby reserved any and all roads, trails, telephone lines, etc., actually constructed by the United States, with the rights of the United States to maintain, operate or improve the same so long as needed or used for or by the United States. (Dept. Instr., January 13, 1916, 44 L.D. 513)."

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances, except as stated above, and that grantor 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 \$16,000.00, However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration.

In construing this deed and where the context so requires, the singular includes the plural.

WITNESS grantor's hand this 22 day of October, 1970.

*Henry G. Wolff*

STATE OF OREGON )  
County of Klamath ) ss.

October 22, 1970.

Personally appeared the above named Henry Wolff and acknowledged the foregoing instrument to be his voluntary act and deed.

*James A. Smith*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 3/5/74

STATE OF OREGON, }  
County of Klamath } ss.

Filed for record at request of:  
THEODORE STANKE

on this 6th day of March A. D., 1973  
at 4:53 o'clock P.M. and duly  
recorded in Vol. M. 73 of DEEDS  
Page 2368

WM. D. MILNE, County Clerk

By *James A. Smith* Deputy.  
Fee \$ 4.00

RICHARD J. SMITH  
ATTORNEY AT LAW  
210 NORTH 4TH STREET  
KLAMATH FALLS, ORE.  
882-6607

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