

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 ALICE E. GIDNEY, Grantee, the following described premises
 6 situated in Klamath County, Oregon, to-wit:

7 Lot 131 of Third Addition to Sportsman Park, Klamath County, Oregon,
 8 according to the official plat thereof on file in the records of Klamath
 County, Oregon.

9 Subject to: Taxes for fiscal year commencing July 1, 1972, which are now
 10 a lien but not yet payable; Agreement concerning the operation of the dam
 11 and control of the water levels of Upper Klamath Lake; Reservations and
 12 easements contained in the Dedication of Third Addition to Sportsman
 Park; Any easements of record; and to the following building and use re-
 strictions which grantee, her heirs, grantees and assigns, assumes and
 agrees to fully observe and comply with, to-wit:

- 13 (1) That grantee will not suffer or permit any unlawful, unsightly or
 14 offensive use to be made of said premises nor will she suffer or per-
 mit anything to be done thereon which may be or become a nuisance or
 annoyance to the neighborhood.
- 15 (2) That she will use said premises solely as a residence or summer home
 16 site.
- 17 (3) That each said lot shall never be subdivided nor shall any less por-
 18 tion than the whole of said lot ever be sold, leased or conveyed,
 and that no building except one summer home or residence and the
 usual and necessary outbuildings thereto shall ever be created thereon.
- 19 (4) That no building shall ever be erected within 10 feet of any exterior
 20 property line.
- 21 (5) That the foregoing covenants are appurtenant to and for the benefit
 22 of each and every other lot in said Third Addition to Sportsman Park
 23 and shall forever run with the land and shall bind the premises here-
 24 in conveyed for the benefit of each and every other lot in said addi-
 tion and the foregoing covenants and restrictions shall be incorporated
 in and made a part of each and every other deed or conveyance here-
 after executed for the purpose of conveying these premises.

25 The true and actual consideration paid for this transfer is \$1,100.00.

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

Deed - Page 1.

Colin L.
 840 Dakota
 Medford, Ore.
 SANDOZ, BORDON
 & BISEMORE
 ATTORNEYS AT LAW
 530 MAIN STREET
 KLAMATH FALLS, ORE.
 97601

APR 26 8 46 AM 1973

4970

1 IN WITNESS WHEREOF, they have hereunto set their hands and seals this 24th
2 day of July, 1972.

3 Eldon V. Stivers (SEAL)

4 Peggy M. Stivers (SEAL)

5 Robert Sloan (SEAL)

6 Lucille Sloan (SEAL)

7 By Peggy M. Stivers
their attorney-in-fact

9 STATE OF OREGON)
County of Klamath) SS

Aug. 31, 1972

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

Before me:

Laurel R. Drai
Notary Public for Oregon

12 (SEAL)
13 My Commission Expires: 8-19-75

15 STATE OF OREGON)
County of Klamath) SS

Aug. 31, 1972

16 Personally appeared Peggy M. Stivers (who was formerly Peggy M. Sloan) who
17 being duly sworn, did say that she is attorney-in-fact for Robert Sloan and
18 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 in-
strument to be the act and deed of said principals.

Before me:

Laurel R. Drai
Notary Public for Oregon

20 (SEAL)
21 My Commission Expires: 8-19-75

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of _____
this 26th day of APRIL A. D., 1973 at 8:46 o'clock A.M., and duly recorded in
Vol. M 73, of DEEDS on Page 4969

FEE \$ 4.00

WM. D. MILNE, County Clerk
By Hazel Drazil

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GANONG, GORDON
& SISEMORE
ATTORNEYS AT LAW
538 MAIN STREET
KLAMATH FALLS, ORE.
97601

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