

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 his wife, Grantors, for the consideration hereinafter stated, have bargained
4 and sold, and by these presents do grant, bargain, sell and convey unto
5 EDWARD R. ROUFS and MARGARET A. ROUFS, husband and wife, Grantees, the follow-
6 ing described premises situated in Klamath County, Oregon, to-wit:

7 Lots 214 and 215 of Third Addition to Sportsman Park, Klamath County,
8 Oregon, according to the official plat thereof on file in the records
9 of Klamath County, Oregon.

10 Subject to: Agreement concerning the operation of the dam and control
11 of the water levels of Upper Klamath Lake; Reservations and easements
12 contained in the Dedication of Third Addition to Sportsman Park; any
13 easements of record; and to the following building and use restrictions
14 which grantees, their heirs, grantees and assigns, assume and agree to
15 fully observe and comply with, to-wit:

- 16 (1) That grantees will not suffer or permit any unlawful, unsightly or
17 offensive use to be made of said premises nor will they suffer or
18 permit anything to be done thereon which may be or become a nuisance
19 or annoyance to the neighborhood.
- 20 (2) That they will use said premises solely as a residence or summer
21 home site.
- 22 (3) That each said lot shall never be subdivided nor shall any less por-
23 tion than the whole of said lot ever be sold, leased or conveyed,
24 and that no buildings except one summer home or residence and the
25 usual and necessary outbuildings thereto shall ever be erected
26 thereon.
- 27 (4) That no building shall ever be erected within 10 feet of any ex-
28 terior property line. (It being understood and agreed that grantees
29 may construct on the interior lot line between said lots herein
30 conveyed.)
- 31 (5) That the foregoing covenants are appurtenant to and for the benefit
32 of each and every 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 the foregoing covenants and restrictions shall be incor-
porated 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 said premises with their appurtenances unto the
said grantees as an estate by the entirety. And the grantors do hereby cove-
nant to and with the grantees, and their assigns, that they are the owners in
fee simple of said premises; that they are free from all incumbrances, except
those above set forth and those which may have been incurred by grantees; and
that they will warrant and defend the same from all lawful claims whatsoever,
except those above set forth and any suffered or created by grantees.

GANDONG, SISEMORE
& ZAMSKY
ATTORNEYS AT LAW
828 MAIN STREET
KLAMATH FALLS, ORE.
97601

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6288

The true and actual consideration paid for this conveyance is \$3,600.00.
IN WITNESS WHEREOF, they have hereunto set their hands and seals this 17th
day of May, 1973.

Peggy M. Stivers (SEAL)
Eldon V. Stivers (SEAL)

Robert Sloan
Lucille Sloan

By Peggy M. Stivers
their attorney-in-fact

STATE OF OREGON)
County of Klamath) SS May 22, 1973
Personally appeared the above named Peggy M. Stivers (who was formerly
Peggy M. Sloan) and Eldon V. Stivers, her husband, and acknowledged the fore-
going instrument to be their voluntary act and deed.
Before me:

Cloues M. Farnley
Notary Public for Oregon

(SEAL)
My Commission Expires: 2-5-77

STATE OF OREGON)
County of Klamath) SS May 22, 1973
Personally appeared the above named Peggy M. Stivers (who was formerly
Peggy M. Sloan), who being duly sworn, did say that she is attorney-in-fact for
Robert Sloan and Lucille Sloan, his wife, and that she executed the foregoing
instrument by authority of and in behalf of said principals; and she ack-
nowledged said instrument to be the act and deed of said principals.
Before me:

Cloues M. Farnley
Notary Public for Oregon

(SEAL)
My Commission Expires: 2-5-77

STATE OF OREGON,
County of Klamath
Filed for record at request of
PEGGY M. STIVERS
on this 27 day of May A.D. 1973
at 9:32 o'clock A M, and duly
recorded in Vol. M 73 of DEEDS
Page 6287
Wm. J. MILNE, County Clerk
By Cloues M. Farnley Deputy
Fees \$ 4.00

GANONG, SISEMORE
& ZAMSKY
ATTORNEYS AT LAW
328 MAIN STREET
KLAMATH FALLS, ORE.
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