

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 PAUL N. BARRON and MARTHA L. BARRON, husband and wife,
6 Grantees, the following described premises, situated in Klamath County, Oregon,
7 to-wit:

8 Lot 79 of Second Addition 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: Real property taxes for fiscal year commencing July 1, 1973,
11 which are now a lien but not yet payable; Agreement concerning the oper-
12 ation of the dam and control of the water levels of Upper Klamath Lake;
13 Reservations and easements contained in the Dedication of Second 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 nuisance
or annoyance to the neighborhood.
- 17 (2) That they will use said premises solely as a residence or summer
home site.
- 18 (3) That each said lot shall never be subdivided nor shall any less por-
19 tion than the whole of said lot ever be sold, leased or conveyed,
20 and that no building except one summer home or residence and the
usual and necessary outbuildings thereto shall ever be erected thereon.
- 21 (4) That no building shall ever be erected within 10 feet of any exterior
property line.
- 22 (5) That the foregoing covenants are appurtenant to and for the benefit
23 of each and every other lot in said Second Addition to Sportsman
Park and shall forever run with the land and shall bind the premises
24 herein conveyed for the benefit of each and every other lot in said
addition and the foregoing covenants and restrictions shall be incor-
25 porated in and made a part of each and every other deed or conveyance
hereafter executed for the purpose of conveying these premises.

26 The true and actual consideration paid for this transfer is \$1400.00.

27 TO HAVE AND TO HOLD the said premises with their appurtenances unto the said
28 grantees as an estate by the entirety. And the grantors do hereby covenant to
29 and with the grantees, and their assigns, that they are the owners in fee simple
30 of said premises; that they are free from all incumbrances, except those above
31 set forth and those which may have been incurred by grantees; and that they
32 will warrant and defend the same from all lawful claims whatsoever, except those

Warranty Deed - Page 1.

BANONG, BISEMORE
& ZAMSKY
ATTORNEYS AT LAW
838 MAIN STREET
KLAMATH FALLS, ORE.
97601

12841

1 above set forth and any suffered or created by grantees.

2 IN WITNESS WHEREOF, they have hereunto set their hands and seals this 12th
3 day of September, 1973.

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

6 Robert Sloan and
7 Lucille Sloan

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

9 STATE OF OREGON)
10 County of Klamath) SS September 21, 1973
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.

12 Before me: Elinor J. Hume
Notary Public for Oregon

13 (SEAL)
14 My Commission Expires: 11-2-75

15 STATE OF OREGON)
16 County of Klamath) SS September 21, 1973
Personally appeared Peggy M. Stivers who, being duly sworn, did say that she
17 is attorney-in-fact for Robert Sloan and Lucille Sloan, husband and wife, and
that she executed the foregoing instrument by authority of and in behalf of
18 said principals; and she acknowledged said instrument to be the act and deed
of said principals.

19 Before me: Elinor J. Hume
Notary Public for Oregon

20 (SEAL)
21 My Commission Expires: 11-2-75

22 STATE OF OREGON, }
23 County of Klamath } ss.

24 Filed for record ~~in request of~~

25 on this 21st day of SEPTEMBER A. D., 19 73
26 at 4:06 o'clock P. M. and duly
27 recorded in Vol. M 73 of DEEDS
Page 12840

28 WM. D. MILNE, County Clerk

29 By Hazel Hazel
Fee \$ 4.00 Deputy.

30
31
32
GANONG, SISEMORE
& ZAMSKY
ATTORNEYS AT LAW
838 MAIN STREET
KLAMATH FALLS, ORE.
97601

Warranty Deed - Page 2.