

95246

Vol. 74 Page 15231

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, hus-
3 band and wife, hereinafter known as Grantors, for the consideration hereinafter
4 stated have bargained and sold and by these presents do grant, bargain, sell and
5 convey unto HAROLD KENYON and BILLIE KENYON, husband and wife, Grantees, the
6 following described premises, situated in Klamath County, Oregon, to-wit:

7 Lot 157 of Third Addition to Sportsman Park, Klamath County, Oregon,
8 according to the official plat thereof on file in the records of Klamath
9 County, Oregon.

10 Subject to: Agreement concerning the operation of the dam and control of
11 the water levels of Upper Klamath Lake; Reservations and easements con-
12 tained in the Dedication of Third Addition to Sportsman Park; and 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
23 portion than the whole of said lot ever be sold, leased or conveyed,
24 and that no building except one summer home or residence and the
25 usual and necessary outbuildings thereto shall ever be erected thereon.
- 26 (4) That no building shall ever be erected within 10 feet of any exterior
27 property line.
- 28 (5) That the foregoing covenants are appurtenant to and for the benefit
29 of each and every other lot in said Third Addition to Sportsman Park
30 and shall forever run with the land and shall bind the premises here-
31 in conveyed for the benefit of each and every other lot in said addi-
32 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.

33 The true and actual consideration paid for this transfer, stated in terms
34 of dollars, is \$ 1400.00.

35 TO HAVE AND TO HOLD the said premises with their appurtenances unto the said
36 grantees as an estate by the entirety. And the grantors do hereby covenant to
37 and with the grantees, and their assigns, that they are the owners in fee simple
38 of said premises; that they are free from all incumbrances, except those above
39 set forth and those which may have been incurred by grantees; and that they will
40 warrant and defend the same from all lawful claims whatsoever, except those above
41 set forth and any suffered or created by grantees.

Deed - Page 1.

DANONG, DANONG
& SUNDON
ATTORNEYS AT LAW
KLAMATH FALLS, ORE.

95

KNOW

mortgage.

to

FJ

and

of

RECEIVED
NOV 26 1937RECEIVED
NOV 26 1937

15232

1 IN WITNESS WHEREOF, They have hereunto set hands and seals this 20th day
2 of June, 1969.

3 Peggy M. Stivers (SEAL)

4 Eldon V. Stivers (SEAL)

5 Robert Sloan (SEAL)

6 Lucille Sloan (SEAL)

7 By Peggy M. Stivers
8 Their Attorney-in-Fact

9 STATE OF OREGON)
10 County of Klamath) SS June 23, 1969

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

14 Before me:

Clara M. Farnley
Notary Public for Oregon

15 (SEAL)

16 My Commission Expires: Jul. 6, 1973

17 STATE OF OREGON)
18 County of Klamath) SS June 23, 1969

19 Personally appeared Peggy M. Stivers (who was formerly Peggy M. Sloan) who
20 being duly sworn, did say that she is attorney-in-fact for Robert Sloan and
21 Lucille Sloan, husband and wife, and that she executed the foregoing instrument
22 by authority of and in behalf of said principal; and she acknowledged said
23 instrument to be the act and deed of said principals.

24 Before me:

Clara M. Farnley
Notary Public for Oregon

25 (SEAL)

26 My Commission Expires: Jul. 6, 1973

27 STATE OF OREGON; COUNTY OF KLAMATH; ss.

28 Filed for record at request of HAROLD KENYON & BILLIE

29 his 27th day of NOVEMBER A.D. 1974 at 4:00 o'clock P.M.

30 duly recorded in Vol. M. 74, of DEEDS on Page 15231.

31 FEE \$ 4.00

32 By W. D. MILNE, County Clerk
Hazel Drayton

GANDER, GANDER
& HUNTON
ATTORNEYS AT LAW
KLAMATH FALLS, ORE.

Deed - Page 2.

Tapscott Riv. Harold Kenyon
356 So Stage Rd.
Medford, Ore
97501

95

KNOW

mortgage.

to

of

and

of

RECEIVED
NOV 20 1972

RECEIVED
NOV 20 1972