

1-1-74

31165

QUITCLAIM DEED

Vol. 11

Page 10811

KNOW ALL MEN BY THESE PRESENTS, That Walter A. Eslinger and Lois M. Eslinger, husband and wife

for the consideration hereinafter stated, does hereby remise, release and quitclaim unto Walter A. Eslinger

hereinafter called grantee, and unto grantee's heirs, successors and assigns all of the grantor's right, title and interest in that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in any-wise appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit: Lots 214 and 215 of Third Addition to Sportsman Park, Klamath County, Oregon, according to the official plat thereof on file in the records of Klamath County, Oregon.

Subject, however, to the following:

1. Agreement between the Klamath Development Co., a corporation, and (for continuation of this deed see reverse side)

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

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

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$1.00

~~However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which). (These sentences between the symbols ©, if not applicable, should be deleted. See ORS 93.036.)~~

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 31st day of May, 1977; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If executed by a corporation, affix corporate seal)

California
STATE OF OREGON

County of San Diego.
May 31, 1977, 19

Personally appeared the above named
WALTER A. ESLINGER
LOIS M. ESLINGER

and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL
SEAL)

Before me:

Notary Public for Oregon State of Cal.

My commission expires: May 5, 1979

STATE OF OREGON, County of San Diego) ss.
May 31, 1977, 19

Personally appeared _____ and _____ who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of _____, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

(SEAL)

STATE OF OREGON,

County of _____) ss.

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book _____ on page _____ or as file/reel number _____, Record of Deeds of said county.

Witness my hand and seal of County affixed.

By _____ Recording Officer
Deputy

After recording return to:

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

W.A. Eslinger
5336 Springfield St
San Diego, Calif 92105

Until a change is requested all tax statements shall be sent to the following address.

Same

NAME, ADDRESS, ZIP

Herbert Fleishhacker dated January, 1917, recorded August 15, 1917, in Vol 3 of Miscellaneous Records page 275, records of Klamath County, Oregon, granting "The perpetual right to maintain said pipe line extending from that certain reservoir to water tank situate in the SE 1/2 NW 1/4 of section 3, Township 36 S., R. 6 E.W.M., approximately 200 feet from the head of Pelican Creek and leading across the NE 1/4 from section 3 aforesaid and lot 4 of section 2, said township and Range to the lands of the said Second Party situate in said Lot 4 of Section 2."

2. Agreement between Herbert Fleishhacker and May Belle Fleishhacker, husband and wife, and the California Oregon Power Company, a corporation dated January 25, 1924, recorded February 15, 1924, in Vol. 63 page 460, Deed Records of Klamath County, Oregon, relative to the raising and/or lowering of the waters of Upper Klamath Lake between the elevations of 4137 and 3143.3 feet above sea level.

3. Easement in Bargain and Sale Deed from Gus G. Johnson and Olive M. Johnson, husband and wife, to Robert Sloan and Peggy M. Sloan, dated February 16, 1948, recorded September 1, 1953, in Vol. 262 page 581, Deed Records of Klamath County, Oregon, as follows; "also the right to build necessary dike, drainage and irrigation ditches and located a pumping plant on the NE 1/4 SW 1/4 of section 3, township 36 S., R. 6 E.W.M., and on the SW 1/4 NE 1/4 of section 3, Township 36 S., R. 6 E.W.M."

4. Grant of Right of Way from Olive M. Johnson, a widow to the California Oregon Power Co., a California corporation, dated November 3, 1955, recorded November 8, 1955 in Vol. 279 page 99 Deed Records of Klamath County, Oregon.

5. Reservations and restrictions in the dedication of Third Addition to Sportsman Park; "subject to a 10 foot building set-back line on the front of all lots for future sanitary sewers and public utilities, said easement to provide for ingress and egress for maintenance and construction of such utilities, no structures being permitted and any planting placed upon said easement shall be placed at the risk of the owner."

6. Reservations and restrictions contained in deed from Peggy M. Stivers, who was formerly Peggy M. Sloan and Eldon V. Stivers and Robert Sloan and Lucille Sloan, to Edward R. Roufs and Margaret A. Roufs, husband and wife dated May 17, 1973 and recorded May 24, 1973 in Microfilm records of Klamath County, Oregon, as follows; "1. That grantees will not suffer or permit any unlawful, unsightly or offensive use to be made of said premises nor will they suffer or permit anything to be done thereon which may be or become a nuisance or annoyance to the neighborhood. 2. That they will use said premises solely as a residence of summer home site. 3. That each said lot shall never be subdivided nor shall any less portion than the whole of said lot ever be sold, leased or conveyed, and that no buildings except one summer home or residence and the usual and necessary outbuildings thereto shall ever be erected thereon. 4. That no building shall ever be erected within 10 feet of any exterior property line. (It being understood and agreed that grantees may construct on the interior lot line between said lots herein conveyed.) 5. That the foregoing covenants are appurtenant to and for the benefit of each and every other 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 incorporated in and made a part of each and every other deed or conveyance hereafter executed for the purpose of conveying these premises."

STATE OF OREGON; COUNTY OF KLAMATH;

Filed for record

this 20th day of JUNE A. D. 1977 at 2:30 o'clock P.M., and

fully recorded in Vol. 477, of DEEDS on Page 10811

FEE \$ 6.00

W. D. MILNE, County Clerk

By *Hazel D. May*