

This Indenture Witnesseth, THAT PEGGY M. STIVERS, who was formerly Peggy M. Sloan, and ELDON V. STIVERS, her husband, hereinafter known as grantor s for the consideration hereinafter recited, have bargained and sold, and by these presents do grant, bargain, sell and convey unto ROGUE VISTA ENTERPRISES OF OREGON, LTD., its successors and assigns, ~~herein~~ the following described premises, situated in Klamath County, Oregon, to-wit:

Lot 234, Third Addition to Sportsman Park, Klamath County, Oregon, according to the official plat thereof on file in the records of Klamath County, Oregon.

SUBJECT TO: Agreement concerning the operation of the dam and control of the water levels of Upper Klamath Lake; Reservations and easements contained in the Dedication of Third Addition to Sportsman Park; Any easements of record and those apparent on the land, if any; Any matters suffered or created by Grantee; and to the following building and use restrictions which grantee, its successors and assigns, assumes and agrees to fully observe and comply with, to-wit:

- (1) That grantee will not suffer or permit any unlawful, unsightly, or offensive use to be made of said premises nor will it suffer or permit anything to be done thereon which may be or become a nuisance or annoyance to the neighborhood.
- (2) That it will use said premises solely as a residence or 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 building 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.
- (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.

The true and actual consideration for this transfer is \$ 2,800.00. ~~being~~

The foregoing recitation of consideration is true as I verily believe.

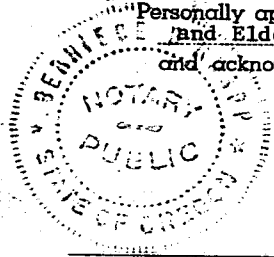
TO HAVE AND TO HOLD the said premises with their appurtenances unto the said grantee, its successors ~~and~~ and assigns forever. And the said grantor s do hereby covenant to and with the said grantee, ~~its~~ ~~successors~~ ~~and~~ assigns, that they are the owners in fee simple of said premises; that they are free from all incumbrances, except those above set forth, and that they will warrant and defend the same from all lawful claims whatsoever, except those above set forth.

IN WITNESS WHEREOF, grantors have hereunto set their hands and seals this 31st day of January 19 78.

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

(SEAL) _____ (SEAL)

STATE OF OREGON, County of Klamath ss. March 22nd, 19 78
Personally appeared the above named Peggy M. Stivers, who was formerly Peggy M. Sloan,
and Eldon V. Stivers, her husband,
and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me:
Bernice D. Knapp
Notary Public for Oregon.
My commission expires 3-13-80

After recording return to:
Eldon Stivers
Hanniman Pte
185

Until a change is requested, all tax statements shall be sent to the following name and address:
Rogue Vista Co

STATE OF OREGON, }
County of Klamath } ss.
I certify that the within instrument was received for record on the 24th day of March 1978, at 3:50 o'clock P. M., and recorded in book M78 on page 5655 Record of Deeds of said County.

Witness my hand and seal of County official.
Wm. D. Milne
County Clerk—Recorder

78 MAR 24 PM 3 50