

KNOW ALL MEN BY THESE PRESENTS, that HAROLD KENYON and BILLIE KENYON, Grantors, do hereby grant, bargain, sell and convey unto NEOMA B. GILES, JOHNSON C. GILES and FREDA HARTMAN, Grantees, not as tenants in common but with the right of survivorship; that is, that the fee shall vest in the survivor of the Grantees, their heirs and assigns, all the real property with the tenements, hereditaments and appurtenances, situated in the County of Klamath and State of Oregon, bounded and described as follows, to-wit:

Lot 155 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 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; and 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:

(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 or summer homesite.

(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.

TO HAVE AND TO HOLD the above described and granted premises unto the said Grantees, their heirs and assigns forever, as above stated.

And the Grantors do covenant that they are lawfully seized in fee simple of the above granted premises free from all encumbrances, except as herein stated,

and that they will and their heirs and personal representatives shall warrant and
forever defend the above granted premises, and every part and parcel thereof, against
the lawful claims and demands of all persons whatsoever.

The true and actual consideration for this transfer is \$3,700.00.

WITNESS our hands this 3 day of September, 1975.

STATE OF OREGON)
COUNTY OF JACKSON)

Harold Kinton
Billie Kinton

On the 3 day of September, 1975, personally appeared
EAROLD KINTON and BILLIE KINTON, husband and wife, who are known to me to be the
identical individuals named in and who acknowledged to me that they executed the
foregoing Warranty deed freely and voluntarily.

W. D. Milne
Notary Public for Oregon

My commission expires: Sept 24, 1978

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record on September

the 17th day of September, A. D. 1978 at 9:35 clock A. M., ss.

and recorded in Vol. 1178 of Davis on Page 2147

W. D. MILNE, County Clerk

Richard Kinton

Fee \$6.00

Return

7-2-78

460 Acres

Subst. Co. 7-2-78

Until a change is requested, all tax statements shall be sent to the following
address: 460 Acres St. FACENT, Oregon