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WARRANTYDEED

* * * * * * * * * * * * *

KNOW ALL MEN BY THESE PRESENTS, That PEARL SHARP, formerly PEARL SNEAD, hereinafter called the Grantor, for the consideration hereinafter stated, to Grantor paid by Grantees, do hereby grant, bargain, sell and convey unto SHERMAN G. SUNITSCH and BONNIE J. SUNITSCH, husband and wife, as tenants by the entirety an undivided one-half interest; and to THEODORE J. PADDOCK and MARY PADDOCK, husband and wife, as tenants by the entirety an undivided one-half interest; as tenants in common and to that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

A tract of land situated in Lot 16, Section 6, Township 35 South, Range 7 East of Willamette Meridian, Klamath County, Oregon, and more particularly described as follows:

Beginning at an iron pin on the East bank of Agency Lake, said point also being West a distance of 972.0 feet and North O 14' East a distance of 80.0 feet from the Southeast corner of Lot 16; thence East 315.0 feet; thence South O 14' West 80.0 feet, thence West, 288.0 feet along the South line of said Lot 16 to the East bank of Agency Lake; thence Northerly to point of beginning.

SUBJECT TO:

- 1. Reservations, restrictions, easements, rights-of-way of record and those apparent upon the land.
- 2. Rights of the Federal Government, the State of Oregon, and the general public in any portion of the herein described premises lying below the high water line of Agency Lake..
- 3. Liens and assessments, contracts, water rights, proceedings, taxes relating to irrigation, drainage and/or reclamation of said lands; and all rights of way for ditches, canals and conduits, if any of the above there may be.

Agreement between Edwin G. Warner and Euphemia 4. Agreement between Edwin 6. Warner and Edwinson J. Warner, husband and wife, and California Oregon J. Warner, husband and wife, and California Oregon Power Co., dated February 27, 1924, recorded Power So., dated February 27, 1924, recorded May 3, 1924, on page 76 of Vol. 64 of Deeds, records of Klamath County, Oregon, concerning the raising and lowering of Klamath Lake.

5. Right of Way, including the terms and provisions thereof, given by Frank E. Hanson et ux., to California Oregon Power Company, dated August 4, 1939, recorded September 27, 1939, in Vol. 124 page 511, records of Klamath Gounty, Oregon.

TO HAVE AND TO HOLD the same unto the said Grantees and Grantees' heirs, successors and assigns forever.

And said Grantor hereby covenant to and with said Grantees and Grantees! heirs, successors and assigns, that Grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances, except as hereinabove set forth; and that Grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$8,500.00.

WITNESS Grantor's hands this 13th day of April, 1972.

Bearl L Sharp. Bearl Snead.

STATE OF OREGON County of Klamath

Personally appeared the within named PEARL SHARP, formerly PEARL SNEAD, and acknowledged the foregoing instrument to be her voluntary act and deed.

BEFORE ME this 13th day of April, 1972.

XUT CO

NOTARY PUBLIC FOR CREDON My Commission expires 3

WARRANTY DEED, PAGE TWO STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the ______29th_day of November A.D., 19.78 at 10:59 o'clock A.M., and duly recorded in Vol. M-78 on Page <u>26795</u> WM. D. MILNE, County Clerk

FEE \$6.00

B Jequeline Metter

__Deputy