

4939

MTC-1000-K

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That ALVIN KLEM Vol. M-8/ Page 17309

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by WILLIAM MAHAFFEY, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, 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:

Lot 1 in Block 1 of KOERTJE COURT, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

- continued on the reverse side of this deed -

(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.

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except as stated on the reverse side of this deed and those apparent upon the land, if any, as of the date of this deed

and that grantor will warrant and forever defend the said 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 \$142,000.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole or part of the consideration indicated within. (The sentence between the symbols ©, if not applicable, should be deleted. See ORS 93.030.)

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 29th day of September, 1981; 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)

X Alvin Klem  
ALVIN KLEM

Alvin Klem

STATE OF OREGON }  
County of Klamath Falls } ss.  
September 29, 1981

STATE OF OREGON, County of \_\_\_\_\_ ) ss.  
\_\_\_\_\_, 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 \_\_\_\_\_

Personally appeared the above named ALVIN KLEM

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

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:

OFFICIAL SEAL)

Christi L. Garrison

Notary Public for Oregon

My commission expires: 6/19/83

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

Mr. Alvin Klem  
General Delivery  
Belfield, ND 58622

GRANTOR'S NAME AND ADDRESS

Mr. William Mahaffey  
5711 Tonopah Drive  
San Jose, CA 95123

GRANTEE'S NAME AND ADDRESS

After recording return to:

SAME AS GRANTEE

NAME, ADDRESS, ZIP

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

SAME AS GRANTEE

NAME, ADDRESS, ZIP

STATE OF OREGON, } ss.

County of \_\_\_\_\_

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

SUBJECT TO:

1. Taxes for the fiscal year 1981-1982, a lien, not yet due and payable.
2. The premises herein described are within and subject to the statutory powers, including the power of assessment, of South Suburban Sanitary District.
3. Assessments, if any, due to the City of Klamath Falls for water use.
4. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Klamath Project and Enterprise Irrigation District.
5. Subject to an 8 foot utility and irrigation easement along Southwesterly lot line as shown on dedicated plat.
6. Subject to a 25 foot building setback along Northeasterly lot line (Walton Drive) as shown on dedicated plat.
7. Reservations and restrictions as contained in plat dedication, to wit:  
"Building setbacks and public utility and irrigation easements as shown on the annexed plat, said easements to provide ingress and egress for the construction and maintenance of said utilities and additional restrictions as provided in recorded protective covenants. This plat is approved subject to the following conditions:
  1. The owners of the land in this subdivision, their heirs and assigns, in whom title may be vested, shall always at their own expense properly install, maintain, and operate such irrigation system.
  2. The Enterprise Irrigation District, its successors or assigns, and the United States, person, firm, or corporation operating the irrigation works of the Enterprise Irrigation District, shall never be liable for damage caused by improper construction, operation, or case of such system or for lack of sufficient water for irrigation.
  3. The liability of the operators of the Enterprise Irrigation District shall be limited to the delivery of water at established outlets.
  4. The lands will always be subject to irrigation assessments whether or not irrigation water is furnished or used."
8. Covenants, conditions, and restrictions, but omitting restrictions, if any, based on race, color, religion, or national origin, imposed by instrument including the terms and provisions thereof, recorded in Volume M73, page 1988, Microfilm Records of Klamath County, Oregon.
9. Mortgage, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.  
Dated: March 5, 1976  
Recorded: March 8, 1976  
Volume: M76, page 3231, Microfilm Records of Klamath County, Oregon  
Amount: \$67,500.00  
Mortgagor: Alvin Klem and Beverly A. Klem, husband and wife  
Mortgagee: First Federal Savings and Loan Association of Klamath Falls  
  
The Grantee named on the reverse side of this deed hereby agrees to assume and pay the above described Mortgage.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of \_\_\_\_\_  
this 29th day of Sept. A.D. 19 81 at 2:02 o'clock P.M., and  
duly recorded in Vol. M-81, of Deeds on Page 17309

Fee \$8/00

EV. LYN BIEHN, County Clerk  
By James A. Lawrence