

24064

MTC 12466-2

WARRANTY DEED

Vol. 1483 Page 3457

KNOW ALL MEN BY THESE PRESENTS, That HARLEY S. AMES and MAYME AMES, husband and wife

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by WESLEY A. MC KAIG and NANCY C. MC KAIG, husband and wife, 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 130 of THIRD ADDITION TO SPORTSMAN PARK, 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 -

MOUNTAIN TITLE COMPANY INC.

(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 \$ 23,000.00. However, the actual consideration paid for this transfer, stated in terms of dollars, is \$ 23,000.00. (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 31st day of May, 1983; 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)

STATE OF OREGON, )  
County of Klamath ) ss.  
May 31st, 1983

Personally appeared the above named HARLEY S. AMES and MAYME AMES, husband and wife

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

Before me: *[Signature]*  
(OFFICIAL SEAL) Notary Public for Oregon  
My commission expires: 11/3/85

STATE OF OREGON, County of ) ss.  
May 31st, 1983

Personally appeared 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: (OFFICIAL SEAL)  
Notary Public for Oregon  
My commission expires:

Mr. & Mrs. Harley S. Ames

GRANTOR'S NAME AND ADDRESS

Mr. & Mrs. Wesley A. McKaig  
P.O. Box 839  
Chiloquin, Oregon 97624

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 1983, 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.

SPACE RESERVED  
FOR  
RECORDER'S USE

By

Recording Officer  
Deputy

SUBJECT TO:

1. A 10 foot building setback line as shown on dedicated plat.
2. Reservations and restrictions as shown on plat dedication, to wit:  
"Subject to a 10 foot building setback line on the front of all lots and an eight foot easement along the back 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, not structures being permitted and any plantings placed upon said easement shall be placed at the risk of the owner."
3. Agreement, including the terms and provisions thereof, recorded in Volume 63, page 459, Records of Klamath County, Oregon, granted to The California Ore. Power Co. for the perpetual right, privilege, and easement of overflowing and/or uncovering said lands in the control of the water level of Upper Klamath Lake.
4. Grant of Right of Way, including the terms and provisions thereof,  
Dated: November 3, 1955  
Recorded: November 8, 1955  
Volume: 279, page 99, Deed Records of Klamath County, Oregon  
In favor of: The California Oregon Power Company  
For: Electric transmission and distribution lines
5. Reservations and restrictions as contained in Deed recorded June 10, 1965, in Volume 362, page 251, Deed Records of Klamath County, Oregon, as follows:  
"1. That Grantees will not suffer or permit 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 Grantees will use said premises solely as a residence or summer homesite.  
3. That said premises shall never be subdivided nor shall any less portion than the whole thereof ever be sold, leased, or conveyed, and that no building except one summer home or residence and the usual and necessary outbuildings incidental 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 and restrictions as 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 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."
6. Agreement for operation and maintenance of a water well, pump, and water system, including the terms and provisions thereof, by and between George A. Tyler, et ux; Wesley A. McKaig, et ux; Bernice H. Matteson; Annabel W. Jacobsen; John K. Calder, et ux; and Harley S. Ames, et ux, recorded March 15, 1973, in Volume M73, page 2738, Microfilm Records of Klamath County, Oregon.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

this 1st day of June A.D. 1983 at 9:00 o'clock A.M., a  
duly recorded in Vol. M83, of Deeds on Page 8457

EVELYN B. EHN, County Clerk  
By [Signature]

Fee \$8.00