

24453

MTC 12429-L WARRANTY DEED

Vol. M83 Page 9113

**KNOW ALL MEN BY THESE PRESENTS, That** Larry Patrick Corgiat and Dorothy Louise Corgiat, Husband and Wife and Kenneth Olmstead all as tenants in common hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by George D. Jesser and Catherine M. Jesser, 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:

"SEE ATTACHED LEGAL DESCRIPTIONS"

## 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 set forth on the attached. or those apparent upon the land, if any, as of the date of this deed.

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 \$ 92,500.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole part of the consideration (indicate which). (The sentence between the symbols ①, 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 9th day of June, 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.  
June 9th, 19 83

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 Larry Patrick Corgiat & Dorothy Louise Corgiat & Kenneth Olmstead

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

(OFFICIAL SEAL)

Before me: Jude Stelle

Notary Public for Oregon

My commission expires: 7/13/85

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:

## GRANTOR'S NAME AND ADDRESS

George D. Jesser and Catherine M. Jesser  
Harriman Rt., Box 63-A  
Klamath Falls, Oregon 97601

## GRANTEE'S NAME AND ADDRESS

After recording return to:

MOUNTAIN TITLE COMPANY

NAME, ADDRESS, ZIP

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

PER GRANTEE

NAME, ADDRESS, ZIP

## STATE OF OREGON,

County of ss.

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

PARCEL 1:

A tract of land situate in the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 10, Township 36 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

9114

Beginning at an iron pin located at the intersection of the Easterly right of way line of Oregon State Highway No. 421 and the Southerly right of way line of "A" Street, Frontier Tracts; thence South 3° 07' East along the Easterly right of way line of said highway 80 feet; thence North 85° 14' East 148.5 feet; thence North 0° 36' East 70 feet to the South right of way line of "A" Street; thence South 89° 17' West 153 feet to the point of beginning.

PARCEL 2:

That portion of Tract A of Harriman Park, Klamath County, Oregon, more particularly described as follows:

Beginning at a point in the Easterly right of way line of Dugout Lane, which is the Southwest corner of Lot 3 of said Harriman Park and is marked with a half-inch iron pin; thence, South 50° 14' West a distance of 50 feet to the Westerly right of way line of Dugout Lane; thence, South 39° 46' East along said right of way line to the true point of beginning of this description; thence South 34° 18' West a distance of 177.7 feet, more or less, to a point which is situated on the North Bank of the artificially constructed water channel; thence, running on said North bank of said water channel North 67° 12' West a distance of 75 feet to a point on said North bank of said water channel; thence leaving said water channel and running North 39° 52' East a distance of 151.2 feet to a point on the South line of a private 20 foot wide roadway; thence running on said South line of said private 20 foot wide roadway North 88° 37' East a distance of 72.4 feet, more or less, to the true point of beginning of this description.

PARCEL 3:

A tract of land situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 10, Township 36 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin on the Easterly line of the County Road, said point being South 0° 36' West a distance of 669.4 feet, South 89° 24' West a distance of 978.98 feet, and North 3° 07' West a distance of 205.85 feet from the center quarter corner of said Section 10; thence North 82° 50' East a distance of 119.0 feet to an iron pin; thence North 11° 51' West a distance of 54.5 feet, more or less, to an iron pin on the Southerly line of that tract of land described in Deed Volume 301, page 210, Klamath County Deed Records; thence South 85° 14' West along said Southerly line a distance of 110.5 feet, more or less, to an iron pin on the Easterly line of the County Road, said point also being the Southwesterly corner of that tract of land described in said Deed Volume 301, page 210; thence South 3° 07' East along the Easterly line of the County Road a distance of 59.05 feet, more or less to the point of beginning Frontier Tracts.

PARCEL 4:

A tract of land situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 10, Township 36 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin on the Easterly line of the County Road, said point being South 0° 36' West a distance of 669.4 feet, South 89° 24' West a distance of 978.98 feet, and North 3° 07' West a distance of 146.8 feet from the center quarter corner of Section 10, said point being the most Westerly corner of that tract of land described in Deed Volume 325, page 8, Klamath County Deed Records; thence North 80° 46' East along the property line described in Deed Volume, a distance of 127.7 feet to an iron pin; thence North 11° 51' West a distance of 54.5 feet to an iron pin; thence South 82° 50' West a distance of 119.0 feet more or less to an iron pin on the Easterly line of the County Road; thence South 3° 07' East along the Easterly line of the County Road a distance of 59.05 feet, more or less to the point of beginning.

TOGETHER WITH full but non-exclusive right of ingress and egress over the above mentioned private 20-foot wide roadway to Dugout Lane, and together with an easement for utilities 5 feet in width along the South line of said roadway, the North line of said easement being bounded by the South line of the roadway; and TOGETHER WITH a non-exclusive easement of ingress and egress by water from and to Harriman Creek on said artificially constructed water channel, but reserving unto Grantors, their heirs and assigns, the right to use said water channel for the benefit of Grantors' remaining lands in Section 3, Township 36 South, Range 6 East of the Willamette Meridian, and the right to further construct and improve said channel to serve Grantors' said lands.

Subject to the printed exceptions, exclusions and stipulations which are part of said policy, and to the following:

1. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.
2. Reservations and restrictions in the dedication of Harriman Park as follows:  
 "...and subject to 10' building set-back lines and to easement over the back of all lots for utilities." (Affects Parcel 2)
3. Agreement between Klamath Development Co., a corporation, and Herbert Fleishhacker, dated January, 1917, recorded August 15, 1917 in Volume 3 of Miscellaneous Records, page 275, records of Klamath County, Oregon, granting the perpetual right to maintain said pipe line extending from that certain reservoir or water tank situate in the SE $\frac{1}{4}$  of Section 3, Township 36 South, Range 6 East of the Willamette Meridian, approximately 200 feet from the head of Pelican Creek and leading across the NE $\frac{1}{4}$  of Section 3 aforesaid and Lot 4 of Section 2, said Township and Range to the land of second party, situated in said Lot 4 of Section 2.
4. Agreement between Herbert Fleishhacker and May Belle Fleishhacker, husband and wife, and The California Oregon Power Company, a corporation, dated January 25, 1924, recorded February 15, 1924 in Volume 63, page 460, Deed Records of Klamath County, Oregon, relative to the raising and/or lowering of the water of Upper Klamath Lake between the elevation of 4137 and 4143.3 feet above sea level.
5. Agreement between Gus G. Johnson and Olive M. Johnson, husband and wife, first parties and Raymond W. Sykes, second party, dated October 27, 1952, recorded December 19, 1952 in Deed Volume 258, page 287, and as corrected by Agreement between Olive M. Johnson and William K. Johnson, dated November 30, 1955, recorded December 27, 1955 in Deed Volume 280, page 147, records of Klamath County, Oregon, as follows:  
 "We hereby covenant and agree on behalf of themselves, their heirs, executors, administrators, grantees and assigns that no resort, store, grocery store, restaurant, cafe, tavern, gas station, garage, hotel, lodge, guest or tourist accommodation, public picnic or camp grounds or public dock, boat house or public fishing or hunting or swimming facilities or riding stables shall be erected upon said parcel or any part thereof for said period of 30 years from the date hereof, nor shall any such business or businesses be conducted upon said Parcel Two or any part thereof for said period of 30 years. It is further covenanted and agreed that this agreement shall not be personal to the parties but shall attach to and run with the land and each and every parcel thereof, and that the benefit of this agreement shall inure to Parcel One and that the burden thereof shall attach to and be borne by said Parcel Two and each and every part and parcel thereof." (Affects Parcel 2)
6. Grant of Right of Way, including the terms and provisions thereof, given by Frontier Guest Ranch to California-Oregon Power Company, dated November 14, 1955, recorded December 11, 1955 in Volume 170, page 249, Deed Records of Klamath County, Oregon. (Affects Parcels 1, 3 and 4)
7. Declaration of Conditions and restrictions executed by William K. Johnson, et ux, to the public, dated June 20, 1956, recorded June 22, 1956 in Volume 264, page 304; and as amended by Amendment to Declaration of Conditions and Restrictions, recorded August 30, 1956, in Deed Volume 266, page 266 and as amended by Amendment to Declaration of Conditions and Restrictions, recorded September 17, 1966 in Volume 468, page 647, all records of Klamath County, Oregon. (Affects Parcel 2)
8. Agreement, including the terms and provisions thereof, by and between Frontier Guest Ranch, Chester O. Carlstrom and Louise A. Carlstrom and Harold J. Fish, dated April 1, 1960 and recorded April 1, 1960 in Volume 320, page 155 Records of Klamath County, Oregon. (Affects Parcels 1, 3 and 4)
9. Grant of Right of Way, including the terms and provisions thereof, given by William K. Johnson and Vivian M. Johnson, husband and wife to The California Oregon Power Company, a California corporation, dated August 1, 1960, recorded August 4, 1960 in Volume 323, page 270, Deed Records of Klamath County, Oregon. (Affects Parcel 2)
10. Reservations and restrictions contained in Deed from Frontier Guest Ranch to Frank Jakubowski and Peggy Lou Jakubowski, dated May 15, 1967 and recorded May 17, 1967 in Microfilm Records 3676, records of Klamath County, Oregon, as follows:  
 "Subject to the restriction that no beer shall be kept for sale or sold or meals sold on the premises conveyed hereby unless there should be a cancellation of the license granted by the Oregon Liquor Control Commission upon the following described premises which are the premises grantor has intended to benefit by the foregoing restriction." (Affects Parcel 4)

11. Reservations and restrictions in Deed from William K. Johnson and Mabel M. Johnson, husband and wife to Fred L. Ong, a single man, dated September 26, 1969 recorded November 6, 1969 in Volume M69, page 9363, Microfilm Records of Klamath County, Oregon. (Affects Parcel 2)

12. 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 1, 1978

Recorded: March 27, 1978

Volume: M78, page 5759, Microfilm Records of Klamath County, Oregon

Amount: \$43,000.00

Mortgagor: Thomas Brown and Diane Brown

Mortgagee: Frances Ong and Charlene Ong, each as to an undivided one-half interest

Assumption Agreement, including the terms and provisions thereof,

Dated: June 30, 1982

Recorded: July 21, 1982

Volume: M82, page 9281, Microfilm Records of Klamath County, Oregon

By and between: Thomas L. Brown and Diane M. Brown, and Kenneth Olmstead,  
Larry Patrick Corgiat and Dorothy Louise Corgiat

Said Mortgage buyers agree to assume and pay in full.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record . . .

this 10th day of June A.D. 1983 at 10:28 clock A.M., and  
duly recorded in Vol. M 83, of deeds on Page 9113

16.00 fee

By EVELYN BIEHN, County Clerk