

40701

WARRANTY DEED

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KNOW ALL MEN BY THESE PRESENTS, That

STEVE MAENAKA and MARGARET MAENAKA

Husband and Wife

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by LARRY V. HOWARD and KATHY J. HOWARD, husband and wife

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 6, Block 6, FIRST ADDITION TO CYPRESS VILLA, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

## 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 shown on the reverse of this deed and those of record and 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 \$55,900.00

and that the whole consideration consists of or includes other property or value given or promised which is the whole part of the consideration and which is not to 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 30th day of August, 1984; 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)

Steve Maenaka

Margaret Maenaka

STATE OF OREGON,

County of Klamath

8/30

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STATE OF OREGON, County of

19

Personally appeared

and

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

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:

STATE OF OREGON,

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/record number.

Record of Deeds of said county. Witness my hand and seal of County affixed.

Recording Officer

By Deputy

STEVE &amp; MARGARET MAENAKA

GRANTOR'S NAME AND ADDRESS

LARRY V. &amp; KATHY J. HOWARD

4340 Sycamore

Klamath Falls, OR 97601

GRANTEE'S NAME AND ADDRESS

GRANTEE

NAME, ADDRESS, ZIP

GRANTEE

NAME, ADDRESS, ZIP

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15064

SUBJECT TO:

1. Taxes for the fiscal year 1984-1985, 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 Klamath Project and Klamath Irrigation District.
3. The premises herein described are within and subject to the statutory powers, including the power of assessment, of South Suburban Sanitary District.
4. Restrictions as contained in plat dedication, to wit:  
"subject to the following restrictions: 16 foot easements for future public utilities as shown on the annexed plat, said easements to provide ingress and egress for construction and maintenance of said utilities; building setback lines as shown on the annexed plat; no changes will be made in the present irrigation and/or drain ditches without the consent of the Klamath Irrigation District its successors or assigns; additional restrictions as provided in the recorded protective covenants. We further dedicate and convey to the public easements for construction and maintenance of irrigation ditches as shown on said plat.

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 Klamath Irrigation District, its successors and assigns, and the United States, person firm or corporation operating the irrigation works of the Klamath Irrigation District, shall never be liable for damage caused by improper construction, operation or care of such system or for lack of sufficient water for irrigation. 3. The liability of the operators of the Klamath Irrigation District shall be limited to the delivery of water of established outlets of the USBR Canal. 4. The lands will always be subject to irrigation assessments whether or not irrigation water is furnished."

5. Subject to 20 foot building setback from Sycamore Drive as shown on dedicated plat.
  6. Agreement relevant to the improvement of streets, including the terms and provisions thereof, recorded April 1, 1968 in Klamath County Commissioner Journal, between Klamath County and Lloyd Day.
  7. 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: April 30, 1980  
Recorded: April 30, 1980  
Volume: M80, page 8041, Microfilm Records of Klamath County, Oregon  
Amount: \$40,000.00  
Mortgagor: Steve Maenaka and Margaret Maenaka, husband and wife  
Mortgagee: State of Oregon, represented and acting by the Director of Veterans Affairs (P38029)

The grantees as they appear on the reverse of this Deed agree to assume said Mortgage and to pay said Mortgage in full.

This instrument does not guarantee that any particular use may be made of the property described in this instrument. A buyer should check with the appropriate city or county planning department to verify approved uses.

STATE OF OREGON, )  
County of Klamath )

Filed for record at request of

on this 30 day of August A.D. 19 84  
at 3:10 o'clock P M, and duly  
recorded in Vol. M84 of Deeds  
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EVELYN BIEHN, County Clerk

By Pam Smith Deputy

Fee 8.00