

MOUNTAIN TITLE COMPANY INC.

44496

WILLAMETTE 1975 12-1984 Page 21660

KNOW ALL MEN BY THESE PRESENTS, That RICHARD GLENN DUGGAN and MARY ANN DUGGAN, husband and wife

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by GARY RICHARD WYNN and PAMELA ANN WYNN, 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 9, Block 1, TRACT NO. 1044, WENBLY PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

MOUNTAIN TITLE COMPANY INC.

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

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 \$55,000.00. However, the actual consideration paid for this transfer, stated in terms of dollars, is \$55,000.00. The whole consideration paid for this transfer, stated in terms of dollars, is \$55,000.00.

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 27th day of December, 1984, if a corporate grantor, it has caused its name to be signed and sealed by its officers, duly authorized thereto by order of its board of directors.

If executed by a corporation (affix corporate seal)

Richard L. Garbutt, attorney in fact for
By: Richard L. Garbutt, attorney in fact for
Mary Ann Duggan, attorney in fact for

By: Richard L. Garbutt, attorney in fact for
STATE OF OREGON, County of Klamath

STATE OF OREGON,

County of Klamath

12/27, 1984

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

Personally appeared the above named Richard L. Garbutt, as attorney in fact for Richard Glenn Duggan and Mary Ann Duggan, and acknowledged the foregoing instrument as 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)

Notary Public for Oregon

My commission expires: 8/16/87

Notary Public for Oregon
My commission expires

Richard Glenn Duggan & Mary Ann Duggan

GRANTOR'S NAME AND ADDRESS

Gary Richard Wynn and Pamela Ann Wynn
5135 Mazama
Klamath Falls OR 97603

After recording return to:

Grantee

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address:
No change

NAME, ADDRESS, ZIP

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/roll number

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

By

Recording Officer
Deputy

MOUNTAIN TITLE COMPANY INC.

SUBJECT TO:

21661

1. The premises herein described are within and subject to the statutory powers, including the power of assessment, of South Suburban Sanitary District.
2. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Klamath Irrigation District.
3. Subject to a 25 foot building setback from Mazama Drive as shown on dedicated plat.
4. Subject to an 8 foot easement along North lot line as shown on dedicated plat.
5. Reservations, restrictions and easements as contained in plat dedication, to wit: "said plat subject to: (1) A 25 foot building setback line along the front of all lots and a 20 foot building setback on street side line of all corner lots; (2) Easements as shown on the annexed map for construction and maintenance of public utilities, irrigation and drain ditches, said easements to provide ingress and egress with any planting or structures placed thereon by the lot owner to be at his own risk; (3) 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; (4) Additional restrictions as provided in any recorded protective covenants; (5) A One foot street plat dedicated to Klamath County at the end of Mazama Drive as shown. This plat is approved subject to the following conditions: (1) The owner 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 said district, shall never be liable for damage caused by improper construction, operation or care of such system, overflow or seepage or for lack of sufficient water for irrigation. (3) The liability of the operators of said district shall be to deliver water to the established outlets. (4) The lands will always be subject to irrigation agreements, whether or not irrigation water is furnished."
6. An easement created by instrument, including the terms and provisions thereof, dated November 22, 1947, recorded December 8, 1947 in Book 224, page 394, Deed Records, in favor of Magdalene Ezell, her heirs or assigns, "reserving unto the grantor, her heirs and assigns, the easement to conduct irrigation water thru existing ditches along the North and East lines of said property, and subject to rights of way and easements of record and those apparent on the lands over the S.W. 1/4."
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: September 14, 1976
Recorded: September 18, 1976
Volume: M73, page 20406, Microfilm Records of Klamath County, Oregon
Amount: \$42,500.00
Mortgagor: Richard Glenn Duggan and Mary Ann Duggan, husband and wife
Mortgagee: The State of Oregon, represented and acting by the Director of Veterans' Affairs

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; ss.

Filed for record

this 28th day of December A.D. 19 84 at 4:30 o'clock P.M. and

duly recorded in Vol. 184 of Deeds on Page 21660

EVILYN B. EHN, County Clerk
By *Bernetha A. Leitch*

Fee \$9.00