

48138

WARRANTY DEED

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KNOW ALL MEN BY THESE PRESENTS, That PAUL E. FELKINS and HAZEL L. FELKINS, husband and wife

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by CLAUDE W. BUDDS and ELSIE BUDDS, 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:

Lots 26 and 27, Block 1, TRACT NO. 1085, COUNTRY GREEN, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

"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."

## MOUNTAIN TITLE COMPANY INC.

- 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

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 \$ 28,000.00

However, the actual consideration consists of or includes other property or value given or produced with it. (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 25th day of April, 1985; 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 Paul E. Felkins  
PAUL E. FELKINS

X Hazel L. Felkins  
HAZEL L. FELKINS

STATE OF OREGON,

County of Klamath

April 25

} ss.

STATE OF OREGON, County of

19

} ss.

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

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:

Personally appeared the above named PAUL E. FELKINS and HAZEL L. FELKINS

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

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 5/7/87

Paul E. Felkins &amp; Hazel L. Felkins

GRANTOR'S NAME AND ADDRESS

Claude W. Budds & Elsie Budds  
9415 N. 99th Ave. #2009  
Peoria, AZ 85345

GRANTEE'S NAME AND ADDRESS

After recording return to: SAME AS GRANTEE

NAME, ADDRESS, ZIP

SAME AS GRANTEE

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of 1985, 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.

Recording Officer

Deputy

## SUBJECT TO:

1. Regulations, including levies, assessments, rights of way, and easements of South Suburban Sanitary District. (Note: Country Green to be serviced by South Suburban Sanitary District until East Suburban Sanitary District is in operation as disclosed by Agreement recorded May 14, 1974, in Book M74, page 5999, Microfilm Records of Klamath County, Oregon)
2. Agreement, including the terms and provisions thereof, between Oregon Water Corporation and Henley Land Co., Inc., dated April 19, 1974, recorded May 2, 1974, in Volume M74, page 5514, Microfilm Records of Klamath County, Oregon: "There will be a \$51.00 connection fee for water."
3. Covenants, easements, 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 July 30, 1974, in Volume M74, page 9272, and amended by instrument recorded June 30, 1975, in Volume M75, page 7360, all Microfilm Records of Klamath County, Oregon, and amended by Decree dated July 11, 1979, Case No. 78-525-E.
4. Restrictions, but omitting restrictions, if any, based on race, color, religion, or national origin, as shown on the recorded plat of Country Green, to wit: "Henley Land Company, Inc., an Oregon corporation, in recording this plat of Country Green, a subdivision, has designated certain areas of land as open areas, walkways, courts, parking areas, street, and ways as intended for use by the homeowners in Country Green for recreation and other related activities. The above-described areas are not dedicated hereby for use by the general public, but are dedicated to the common use and enjoyment of the homeowners of Country Green, as more fully provided in Article IV (1-b) Declaration of Covenants and Restrictions applicable to Country Green, dated the \_\_\_\_ day of \_\_\_\_, 1974, and recorded with this Plat. Said Article IV is hereby incorporated and made part of this plat and 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 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 care 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. Approved this 23rd day of July, 1974."
5. Reservations contained in Deed from Henley Land Co., Inc., recorded November 20, 1974, in Volume M74, page 14972, Microfilm Records of Klamath County, Oregon, as follows:

"The fee title to any lot described as bounded by any street, lane, walkway, park, playground, open area, lake, pond, pool, sidewalk, or any other common property, which has not been dedicated or accepted by the public, and the fee title to any lots shown on the recorded plat of Country Green as abutting upon any such common property, shall not extend to or upon such common property, and the fee title to such common property is reserved by the grantor to be conveyed to the Country Green Homeowner's Association for the common enjoyment of all of the residents in Country Green."

STATE OF OREGON, )

County of Klamath )

Filed for record at request of

on this 25th day of April A.D. 19 85  
at 2:58 o'clock P M, and duly  
recorded in Vol. M85 of Deeds  
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EVELYN BIEHN, County Clerk

By *[Signature]* Deputy

Fee 9.00