

48508

KNOW ALL MEN BY THESE PRESENTS, That SARAH M. GARRETT, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by WILLIAM R. DIEBEL, hereinafter called the grantee, husband and wife and LOCKEY L. DIEBEL, 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 1 in Block 1, COUNTRY GARDENS, 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.

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 \$ 57,500.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which) (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030-1) 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 6th day of May, 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.

STATE OF OREGON, County of Klamath, 5/6, 1985. Personally appeared Sarah M. Garrett, 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: Notary Public for Oregon My commission expires: 8/16/88

Personally appeared the above named Sarah M. Garrett, and acknowledged the foregoing instrument to be her voluntary act and deed. Before me: Notary Public for Oregon My commission expires: 8/16/88

SARAH M. GARRETT GRANTOR'S NAME AND ADDRESS WILLIAM R. & LOCKEY L. DIEBEL 5640 JENNIFER LANE Klamath Falls, OR GRANTEE'S NAME AND ADDRESS

After recording return to: GRANTEE NAME/ADDRESS, ZIP Until a change is requested all tax statements shall be sent to the following address: GRANTEE 5640 JENNIFER LANE Klamath Falls, OR 97601

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 tile/reel number. Record of Deeds of said county. Witness my hand and seal of County affixed. By Recording Officer Deputy

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SUBJECT TO:

1. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Klamath Irrigation District.

2. Agreement, including the terms and provisions thereof, between Henry E. Ankeny, et al, and the United States of America recorded August 26, 1909 in Deed Volume 27, page 340, Records of Klamath County, Oregon.

3. Agreement, including the terms and provisions thereof, between United States of America and J. W. Siemens, recorded April 19, 1919 in Deed Volume 50, page 163, Records of Klamath County, Oregon, as supplemented by Contract between same parties recorded June 7, 1920 in Volume 52, page 567, Deed Records of Klamath County, Oregon.

4. An easement created by instrument, including the terms and provisions thereof, Recorded: March 20, 1951 in Volume 246, page 30, Deed Records of Klamath County, Oregon

From: E. L. Campbell and Bessie A. Campbell, husband and wife
To: Charles G. Axel and Mildred C. Axel, husband and wife

For: Right and easement to construct, keep, repair and maintain a certain pipe or tile line for carrying irrigation water

Affects: Blanket easement

5. Subject to a 20 foot building setback along East lot line as shown on dedicated plat.

6. Subject to an 8 foot irrigation, drainage and utility easement along West lot line as shown on dedicated plat.

7. Reservations as contained in plat dedication, to wit:

"Subject to: (1) A 20-foot building setback along Logan Street and Airway Drive and a 75 foot building setback along Homedale Road; (2) Easements for the construction and maintenance of public utilities and irrigation and drainage ditches as shown on the annexed plat; (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) And all protective covenants filed under separate cover; (5) Dedicate, donate and convey to Klamath County the area shown on the annexed plat as (a) a 1 ft. street plug; (b) the South 30 ft. of John's Avenue (extended); (c) and a 10 ft. strip along the West side of Lots 13, 14 & 15, Block 1, said area to be designated as a public street when the county governing body deems it necessary; (6) Access to John's Avenue (extended) prohibited for Lots 1, 2, and 3, Block 1."

8. Reservations as contained in plat dedication, to wit:

"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 be at their own expense properly install, maintain and operate such irrigation system; (2) The Klamath Irrigation District, its successors or 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 at established outlets of the USBR Lateral A-3-a (F-4); (4) The lands will always be subject to irrigation assessments whether or not irrigation water is furnished or used."

9. Covenants, conditions 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 December 2, 1971 in Volume M71, page 12674, Microfilm Records of Klamath County, Oregon.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ..

this 7th day of May A.D. 19 85 at 2:17 o'clock P M., and

duly recorded in Vol. M85, of Deeds on Page 6790.

EVELYN BIEHN, County Clerk
By [Signature]

Fee: \$9.00