

KNOW ALL MEN BY THESE PRESENTS, That JACK HARPHAM and BONNIE HARPHAM, husband and wife

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by GARY W. TATOM and KAREN L. TATOM, 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 10 in Block 7 of TRACT NO. 1003 THIRD ADDITION TO MOYINA, 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

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 \$65,900.00

However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which) (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 10th day of June, 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)

STATE OF OREGON } ss.
County of Klamath }
June 10, 1985

Personally appeared the above named JACK HARPHAM and BONNIE HARPHAM, husband and wife

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

Before me: Kristi L. Redd

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 11/16/87

STATE OF OREGON, County of Klamath,) ss.
June 10, 1985

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

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:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires:

Jack Harpham & Bonnie Harpham
5641 Barklett
Klamath Falls, OR 97603

Gary W. Tatom & Karen L. Tatom
6642 Cherokee
Klamath Falls, OR 97603

After recording return to:

SAME AS GRANTEE

NAME, ADDRESS, ZIP

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

SAME AS GRANTEE

NAME, ADDRESS, ZIP

STATE OF OREGON,) ss.

County of Klamath

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

at 10 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

By Deputy

- continued from the reverse side of this deed -

SUBJECT TO:

1. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Moyina Water District.
2. The premises herein described are within and subject to the statutory powers, including the power of assessment, of South Suburban Sanitary District.
3. An easement created by instrument, including the terms and provisions thereof, recorded April 5, 1940, in Book 128, page 267, in favor of California Power Company.
4. An easement created by instrument, including the terms and provisions thereof, recorded October 8, 1965, in Book M65, page 2454, in favor of First Addition to Moyina Improvement District.
5. An easement created by instrument, including the terms and provisions thereof, recorded June 5, 1967, in Book M67, page 4178, in favor of California Pacific Utilities Company.
6. Reservations, restrictions, and easement as contained in plat dedication, to wit: "Said plat subject to: A building setback line as shown, public utility easements as shown to provide ingress and egress to construct and maintain said utilities, and additional restrictions as shown in any recorded protective covenants."
7. Subject to a 20 foot building setback from Eberlein Avenue and a 15 foot building setback from Tamera Drive as shown on dedicated plat.
8. Subject to an 8 foot easement along South lot line as shown on dedicated plat.
9. Note and 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: October 14, 1975
Recorded: October 14, 1975
Volume: M75, page 12734, Microfilm Records of Klamath County, Oregon
Amount: \$27,550.00
Mortgagor: Richard M. Flynn, a single man
Mortgagee: State of Oregon, represented and acting by the Director of Veterans' Affairs (M32723)
Assumption Agreement, including the terms and provisions thereof,
Recorded: December 15, 1982
Volume: M82, page 17794, Microfilm Records of Klamath County, Oregon
The Grantees hereby agree to assume and pay the above described Mortgage.
10. Note and 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: February 1, 1978
Recorded: February 1, 1978
Volume: M78, page 1968, Microfilm Records of Klamath County, Oregon
Amount: \$11,736.00
Mortgagor: Richard M. Flynn and Steffanie D. Flynn, husband and wife
Mortgagee: State of Oregon, represented and acting by the Director of Veterans' Affairs (M81954)
Re-recorded: May 2, 1978
Volume: M78, page 8741, Microfilm Records of Klamath County, Oregon
Assumption Agreement, including the terms and provisions thereof,
Recorded: December 14, 1982
Volume: M82, page 17794, Microfilm Records of Klamath County, Oregon
The Grantees hereby agree to assume and pay the above described Mortgage.
11. Note and 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: December 14, 1982
Recorded: December 15, 1982
Volume: M82, page 17795, Microfilm Records of Klamath County, Oregon
Amount: \$19,591.00
Mortgagor: Jack D. Harpham and Bonnie E. Harpham, husband and wife
Mortgagee: State of Oregon, represented and acting by the Director of Veterans' Affairs
The Grantee agrees to assume and pay this Mortgage.

9240

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

on this 18th day of June A.D. 19 85
at 3:18 o'clock P M, and duly
recorded in Vol. M85 of Deeds
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EVELYN BIEHN, County Clerk

By Sam Smith Deputy

Fee \$13.00