

# MOUNTAIN TITLE COMPANY INC.

KNOW ALL MEN BY THESE PRESENTS, That ROY R. SMITH

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hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by EDWARD LOUIS CHRISTENSEN and MARYANN HELEN CHRISTENSEN, 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 4, Block 11, FIFTH ADDITION TO SUNSET VILLAGE in Klamath County, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

"This instrument will not allos use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property 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 \$ 48,500.00

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 20th day of December, 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.

Roy R. Smith  
ROY R. SMITH

(If executed by a corporation, affix corporate seal)

STATE OF OREGON, County of Klamath, December 20, 1985.

Personally appeared the above named ROY R. SMITH

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

(OFFICIAL SEAL)

Kristi L. Redd

Notary Public for Oregon

My commission expires: 11/16/87

STATE OF OREGON, County of \_\_\_\_\_, 19 \_\_\_\_.

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.

Notary Public for Oregon

My commission expires: \_\_\_\_\_

(OFFICIAL SEAL)

Mr. Roy R. Smith  
4662 Rivergrove  
Keizer, OR 97303

GRANTOR'S NAME AND ADDRESS

Edward Louis Christensen & Maryann Helen Christensen  
3435 Coronado Way  
Klamath Falls, OR 97603

GRANTEE'S NAME AND ADDRESS

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,

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/reel number \_\_\_\_\_

Record of Deeds of said county.

Witness my hand and seal of County affixed.

By \_\_\_\_\_

Recording Officer  
Deputy

20678

- continued from the reverse side of this deed -

SUBJECT TO:

1. The premises herein described are within and subject to the levies and assessments of the Sunset Village Lighting District.
2. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Enterprise 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. A 25 foot building set-back from Coronado Way as shown on dedicated plat.
5. An 8 foot easement along the Southeasterly lot line as shown on dedicated plat.
6. Reservations, restrictions, and easements as contained in plat dedication, to wit:  
"(1) Easements for future public utilities, irrigation, and drainage as shown on the annexed plat, easements to provide ingress and egress for construction and maintenance of said utilities, irrigation, and drainage;  
(2) No changes will be made in the present irrigation, and/or drain ditches without the consent of the Enterprise Irrigation District, its successors, or assigns; (3) Building set-back lines as shown on the annexed plat; (4) All easements and reservations of record and additional restrictions as provided in any recorded protective covenants 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 irrigation system; (2) The Enterprise Irrigation District, 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 shall always be subject to irrigation assessments whether or not irrigation water is furnished or used."
7. 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: January 31, 1977  
Recorded: February 1, 1977  
Volume: M77, page 1807, Microfilm Records of Klamath County, Oregon  
Amount: \$35,000.00  
Mortgagor: Roy R. Smith and Audrey J. Smith, husband and wife  
Mortgagee: State of Oregon, represented and acting by the Director of Veterans' Affairs (M60876)

The Grantees named on the reverse side of this deed hereby agree to assume and pay in full the above described Mortgage.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the \_\_\_\_\_ day  
of \_\_\_\_\_ A.D., 19 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ P. M., and duly recorded in Vol. \_\_\_\_\_  
of \_\_\_\_\_ Deeds \_\_\_\_\_ on Page \_\_\_\_\_  
By Evelyn Biehn, \_\_\_\_\_ County Clerk

FEE \$9.00