

**KNOW ALL MEN BY THESE PRESENTS, That** WILLAMETTE SAVINGS AND LOAN ASSOCIATION  
A DIVISION OF AMERICAN SAVINGS AND LOAN ASSOCIATION, a Utah corporation  
hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by  
ALLEN E. BURNS and JOANN A. BURNS, husband and wife  
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 ap-  
pertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

Lot 23 in Block 3, TRACT NO. 1127, NINTH ADDITION TO SUNSET VILLAGE, according to the  
official plat thereof on file in the office of the County Clerk of Klamath County,  
Oregon.

"This instrument will not allow 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

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 \$ 53,000.00

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 22nd day of January, 1986;  
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.

BY *Rob Buerk*  
REO Dept. Manager

(If executed by a corporation,  
affix corporate seal)

STATE OF OREGON,  
County of }

STATE OF OREGON, County of Lane  
Jan. 22 1986

Personally appeared Rob Buerk

Personally appeared the above named

each for himself and not one for the other, did say that the former is the  
REO Dept. Manager

Savings & Loan Association

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 be-  
half 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:

and acknowledged the foregoing instru-  
ment to be voluntary act and deed.

Before me

(OFFICIAL  
SEAL)

Notary Public for Oregon  
My commission expires:

Notary Public for Oregon  
My commission expires:

(OFFICIAL  
SEAL)  
*Marlene L. Bouch*  
MARLENE L BOUCH  
NOTARY PUBLIC - OREGON  
MY COMMISSION EXPIRES 2/1/87  
STATE OF OREGON

Willamette Savings and Loan Association  
P.O. Box 1175  
Eugene, OR 97440

GRANTOR'S NAME AND ADDRESS

Allen E. Burns and Joann A. Burns  
6308 Harlan Drive  
Klamath Falls, Oregon 97601

GRANTEE'S NAME AND ADDRESS

After recording return to:

SAME AS GRANTEE

NAME, ADDRESS, ZIP

SAME AS GRANTEE

NAME, ADDRESS, ZIP

SPACE RESERVED  
FOR  
RECORDER'S USE

County of  
I certify that the within instru-  
ment was received for record on the  
day of 1986  
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

- 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 South Suburban Sanitary 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 Sunset Lighting District.
4. An easement created by instrument, including the terms and provisions thereof recorded March 5, 1973, in Book M73, at page 2293, Microfilm Records of Klamath County, Oregon.
5. Covenants, easements, and restrictions imposed by instrument recorded January 25, 1978, in Book M78, at page 1523, Microfilm Records of Klamath County, Oregon.
6. Subject to a 40 foot drainage and utility easement along the Southwesterly lot line as shown on the dedicated plat.
7. 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 setbacks shall comply with the Klamath County Zoning Ordinance of the RD 8,000 zone as of June, 1977; (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."
8. Reservations or exceptions in patents or in Acts authorizing the issuance thereof.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_  
of January A.D. 19 86 at 3:08 o'clock P M., and duly recorded in Vol. M86  
of Deeds on Page 1162

FEE \$9.00

EVELYN BYRNH  
By Berntha J. Ketcher County Clerk