

OK

58676

WARRANTY DEED—SURVIVORSHIP

Vol. M80 Page 3393

KNOW ALL MEN BY THESE PRESENTS, That Voncile N. Cloudas and Keith Todd Cloudas

hereinafter called the grantor, for the consideration hereinafter stated to the grantor paid by Charles T. Kinsey

hereinafter called grantees, hereby grants, bargains, sells and conveys unto the said grantees, not as tenants in common but with the right of survivorship, their assigns and the heirs of the survivor of said grantees, all of the following described real property with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, situated in the County of Klamath, State of Oregon, to-wit:

Lot 5 of Block 2 of TRACT 1008-BANYON PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

TO HAVE AND TO HOLD the above described and granted premises unto the said grantees, their assigns and the heirs of such survivor, forever; provided that the grantees herein do not take the title in common but with the right of survivorship, that is, that the fee shall vest absolutely in the survivor of the grantees.

And the grantor above named hereby covenants to and with the above named grantees, their heirs and assigns, that grantor is lawfully seized in fee simple of said premises, that same are free from all encumbrances except as set forth on the reverse 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 \$ 45,000.00

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.)

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 27th day of February, 19 86; 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.

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.

STATE OF OREGON,

County of Klamath

February 27

19 86

STATE OF OREGON, County of Klamath

February 27

19 86

Personally appeared the above named Voncile N. Cloudas for herself and as power of attorney for Keith Todd Cloudas

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

Before me: (OFFICIAL SEAL)

Notary Public for Oregon

My commission expires 7/14/89

Before me: (OFFICIAL SEAL)

Notary Public for Oregon

My commission expires:

(If executed by a corporation, affix corporate seal)

Voncile N. Cloudas and Keith Todd Cloudas

GRANTOR'S NAME AND ADDRESS

Charles T. Kinsey

4930 Sumac

Klamath Falls, Oregon 97601

GRANTEE'S NAME AND ADDRESS

After recording return to:

Per Grantee

NAME, ADDRESS, ZIP

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

Per 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/reel/volume No. on page or as fee/file/instrument/microfilm/reception No. Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME

TITLE

By Deputy

26 FEB 20 AM 11 37

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. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Klamath Basin Improvement District.

3. Assessments, if any, due to the City of Klamath Falls for water use.

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

5. A 16 foot irrigation ditch easement along the South lot line, as shown on dedicated plat.

6. Reservations as contained in plat dedication, to wit: "Subject to: (1) A 25 foot building setback line along the front of all lots and a 20 foot building setback line along side street line; (2) Easements as shown on the annexed map for construction and maintenance of public utilities, irrigation and drain ditches, said easements to provide ingress and egress with any plantings or structures placed thereon by lot owners to be at their own risk; (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) 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 Klamath Irrigation District, its successors and assigns, and the United States, person, firm or corporation operating the irrigation works of said 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 said District; (4) The lands will always be subject to irrigation assessments whether or not irrigation water is furnished."

7. 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 23, 1974 in Volume M74, page 16182, Microfilm Records of Klamath County, Oregon.

8. 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 25, 1974

Recorded: February 25, 1974

Volume: M74, page 2753, Microfilm Records of Klamath County, Oregon

Amount: \$26,100.00

Mortgagor: Douglas S. Aldrich and Deborah L. Aldrich, husband and wife

Mortgagee: State of Oregon, represented and acting by the Director of Veterans' Affairs (M07773-P)

SAID MORTGAGE BUYER HEREIN AGREE TO ASSUME AND PAY.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the _____ 28th day
of _____ A.D., 19 86 at 11:37 o'clock _____ A. M., and duly recorded in Vol. M86
of _____ of _____ on Page 3393
By Evelyn Biehn, County Clerk

FEE \$9.00