

62006

WARRANTY DEED

BERTHA A. ALTER

KNOW ALL MEN BY THESE PRESENTS, That

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by RICHARD L. VAUGHN and LISA C. VAUGHN, 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 6 of SOUTHSORE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

- continued on the reverse side of this deed -

MOUNTAIN TITLE COMPANY

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."

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 \$ 97,500.00

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 30th day of May, 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.

Bertha A. Alter by L. S. Alter p/a
BERTHA A. ALTER

(If executed by a corporation
affix corporate seal)

STATE OF OREGON

County of Klamath

May 30, 1986

Personally appeared the above named

Martin D. Alter as attorney-in-fact for Bertha A. Alter

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

(OFFICIAL
SEAL)

Notary Public for Oregon

My commission expires: 11/16/87

Bertha A. Alter

831 Hillside

Klamath Falls, OR 97601

GRANTOR'S NAME AND ADDRESS

Richard L. Vaughn & Lisa C. Vaughn

201 Southshore

Klamath Falls, OR 97601

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 _____, 19____ ss.

Personally appeared _____, 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.

(OFFICIAL
SEAL)

Notary Public for Oregon
My commission expires:

STATE OF OREGON, ss.

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/roll number _____ Record of Deeds of said county. Witness my hand and seal of County affixed.

SPACE RESERVED
FOR
RECORDER'S USE

By _____

Recording Officer
Deputy

SUBJECT TO:

1. Rules, regulations, liens, and assessments, if any, of the Community of Southshore, the association and water district.
2. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Yaina Community Water District.
3. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of Upper Klamath Lake and the ownership of the State of Oregon in and to that portion lying below the high water mark thereof.
4. This plat and the lots described to be subject to the following conditions and restrictions:

"(1) All lots are indivisible and subject to a single dwelling unit per lot; (2) Architectural standards shall not be less than Federal Housing Authority specifications for a living unit; (3) Foundation area of dwellings shall equal or exceed 1200 feet exclusive of garage or other extraneous structures; (4) No buildings or appurtenances shall be constructed outside of setback lines which blocks the lateral view of adjacent dwellings; (5) All dwellings and other buildings on lots 1 thru 9 shall be single story, with roof pitch not greater than "5 inches on 12 inches"; (6) Lot 1 and Lots 10 thru 14 shall have access to Southshore Lane only, and not to Lakeshore Drive; (7) All sanitary systems shall comply with local and state sanitary codes; (8) Livestock and pets, excepting commonly recognized house pets shall not be maintained on any lot; (9) All lots are for normal residential purposes only. Commercial advertising shall not be displayed."

Subject to waiver of restriction, including the terms and provisions thereof, recorded September 4, 1981, in Volume M81, page 15820 thru 15838, inclusive, relating to the division of lots in Southshore Addition.

5. Easement releases and right of way, including the terms and provisions thereof, granted to The California Oregon Power Company recorded in Volume 68 at page 277 to 281, inclusive and in Volume 105 at pages 226 and 227, Deed Records of Klamath County, Oregon.
6. Reservations and restrictions as set in instruments recorded in Volume 81 at page 289; Volume 82 at page 263; Volume 82 at page 455 and 456; and in Volume 124 at page 299, Deed Records of Klamath County, Oregon, but omitting restrictions, if any, based on race, color, religion, or national origin.
7. Agreements, including the terms and provisions thereof, recorded May 25, 1935, in Volume 106 at page 397 and Volume 106 at page 425, Deed Records of Klamath County, Oregon granted to the California Oregon Power Company.
8. Subject to a 40 foot setback line from Upper Klamath Lake as shown on dedicated plat.
9. Subject to a 20 foot setback line from Southshore Lane as shown on dedicated plat.
10. Grant of Right of Way, including the terms and provisions thereof, dated July 17, 1962, and recorded September 18, 1962, in Volume 340 at page 295, Records of Klamath County, Oregon, between Dale Alter and Bertha Alter, husband and wife, and Pacific Power & Light Company, a Maine corporation.
11. An easement created by instrument, including the terms and provisions thereof,
Dated: November 27, 1978
Recorded: December 22, 1978
Volume: M78, page 28537, Microfilm Records of Klamath County, Oregon
In favor of: Southern Oregon Broadcasting Company, an Oregon corporation, dba
SO Cable TV
For: to install, operate and maintain an underground coaxial cable
12. An easement created by instrument, including the terms and provisions thereof,
Dated: July 8, 1981
Recorded: July 17, 1981
Volume: M81, page 12855, Microfilm Records of Klamath County, Oregon
In favor of: Community of Southshore, a Municipal corporation
For: a solar collection Affects: southerly line of Lot 6
13. Reservations or exceptions in patents or in Acts authorizing the issuance thereof.

9407

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 30th day
of May A.D., 19 86 at 3:01 o'clock P M., and duly recorded in Vol. M86,
of _____ on Page 9405.
of Deeds

Evelyn Biehn,
By _____

County Clerk

Sam Smith

FEE \$18.00