

1388261

WARRANTY DEED

Vol. 1480

Page

9823

KNOW ALL MEN BY THESE PRESENTS, That

LLOYD E. NELSON and ANABEL NELSON,

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by

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 pertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

Lot 23 of WINEMA GARDENS, 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 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 \$ 58,500.00

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 6th day of June, 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.

(If executed by a corporation, affix corporate seal)

LLOYD E. NELSON

ANABEL NELSON

STATE OF OREGON, County of Klamath

Personally appeared 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:

STATE OF OREGON, County of Klamath, June 6, 1986

Personally appeared the above named LLOYD E. NELSON and ANABEL NELSON and acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public for Oregon My commission expires: 11/16/87

Lloyd E. Nelson & Anabel Nelson 1833 McClellan Klamath Falls, OR 97603

Curtis V. Coppedge 1833 McClellan Klamath Falls, OR 97603

AFTER RECORDING RETURN TO: SAME AS GRANTEE

Until a change is requested all tax statements shall be sent to the following address: SAME AS GRANTEE

STATE OF OREGON, County of Klamath

I certify that the within instrument was received for record on the day of June, 1986, at o'clock P.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 -

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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. Easements 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 July 15, 1959, in Book 12, page 472, Miscellaneous Records of Klamath County, Oregon.
3. Covenants, conditions, and restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms and provisions thereof, recorded August 13, 1959, in Volume 13, page 496, Miscellaneous Records of Klamath County, Oregon, recorded and modified April 21, 1960, in Volume 320, page 437, Deed Records of Klamath County, Oregon, also recorded July 15, 1959, in Volume 13, page 472, Miscellaneous Records of Klamath County, Oregon, and also recorded in Volume 321, page 440, Deed Records of Klamath County, Oregon.
4. 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 May 2, 1944, in Volume 164, page 406 and recorded July 13, 1951, in Volume 248, page 397, all Deed Records of Klamath County, Oregon, as follows:
 "Right of way for irrigation and drainage ditches are hereby reserved. Not more than 2 hogs shall be kept on said premises at any time."
5. Easements and restrictions as reserved in plat dedication, to wit:
 "(1) A 20 foot building setback along the front of all lots as shown; (2) A ten foot easement along the back of all lots as shown; said easement to be centered along the back of adjoining lots and to be for future public utilities, drainage, and sanitary sewer, said easement to provide ingress and egress for the construction and maintenance of said utilities, with no structures or fences being permitted thereon and any planting being placed thereon at the risk of the owner should said construction and maintenance damage them; (3) Use of the land is for residential purposes only and is limited to one residential building per lot; (4) Architectural standards shall be no less than the minimum requirements of F.H.A. specifications with a minimum foundation area of 1000 square feet of living space; (5) Ten foot utility easement to include and be centered on the side lines of Lots 8, 9, 10, 11, 12, 13, and 14."
6. Subject to a 20 foot building setback line along front lot line as shown on dedicated plat.
7. Subject to a 20 foot utility easement along Easterly lot line as shown on dedicated plat.
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: September 8, 1978
 Recorded: September 8, 1978
 Volume: M78, page 19850, Microfilm Records of Klamath County, Oregon
 Amount: \$42,500.00
 Mortgagor: Douglas C. Hartman and Karen E. Hartman, husband and wife
 Mortgagee: State of Oregon, represented and acting by the Director of Veterans' Affairs
 Assumption Agreement, including the terms and provisions thereof,
 Dated: No date given
 Recorded: December 27, 1984
 Volume: M84, page 21482, Microfilm Records of Klamath County, Oregon
 Buyer: Lloyd E. Nelson and Anable Nelson
 Seller: Douglas C. Hartman and Karen E. Hartman
 Lender: The State of Oregon by and through the Director's of Veterans' Affairs
9. 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 27, 1984
 Recorded: December 27, 1984
 Volume: M84, page 21484, Microfilm Records of Klamath County, Oregon
 Amount: \$12,867.00
 Mortgagor: Lloyd E. Nelson and Anable Nelson
 Mortgagee: State of Oregon, represented and acting by the Director of Veterans' Affairs

The Grantee named herein hereby agrees to assume and pay the above described Mortgages in full.

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of
of June

A.D., 19 86

at 11:07

Deeds

o'clock

A

M.,

and duly recorded in Vol.

the

6th

day

on Page 9823

M86

FEE \$18.00

Evelyn Biehn,

By

County Clerk

Ann Smith