

KNOW ALL MEN BY THESE PRESENTS, That DOROTHY M. WEAVER

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by W. LYNN ENGEL and PHYLLIS J. ENGEL, 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 in Block 9, Tract No. 1025, WINCHESTER, 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 \$ 47,000.00

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 17th 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)

Dorothy M. Weaver
DOROTHY M. WEAVER

STATE OF OREGON,)
County of Klamath) ss.

June 18, 1986

Personally appeared the above named
DOROTHY M. WEAVER

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

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon

My commission expires: 11/16/87

STATE OF OREGON, County of) ss.

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)

Dorothy M. Weaver

P.O. Box 127
Klamath Falls, OR 97601

W. Lynn Engel & Phyllis J. Engel
4941 Memorie Lane
Klamath Falls, OR 97603

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,) 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

SPACE RESERVED FOR RECORDER'S USE

file/reel number

Record of Deeds of said county.

Witness my hand and seal of County affixed.

By

Recording Officer
Deputy

SUBJECT TO:

1. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Klamath Irrigation District and Klamath Basin Irrigation District.
2. The premises herein described are within and subject to the statutory powers, including the power of assessment, of South Suburban Sanitary District.
3. Building set back line 25 feet from street as shown on dedicated plat.
4. Subject to a 16 foot easement along Northerly and Easterly lot line as shown on dedicated plat.
5. Reservations as stated on plat dedication, to wit:
"said plat being subject to: A 25-foot building set-back line along the front of all lots and a 20-foot building set-back line along side street lines; 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 only planting or structures placed thereon by the lot owner to be at his own risk; 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; Additional restriction as provided in any recorded protective covenants.

This plat is approved subject to the following condition:

1. The owner 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, overflow or seepage or for lack of sufficient water for irrigation.
3. The liability of the operators of said District shall be limited to the delivery of water at established outlets of the U.S.B.R. canal.
4. The lands will always be subject to irrigation assessments whether or not irrigation water is furnished.

This plat is approved subject to the same conditions listed in the Klamath Irrigation District approval shown above. The liability of the Klamath Basin Improvement District shall be limited to the delivery of water at the established outlet located on the F-7 Lateral in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 11, Township 39 South, Range 9 East of the Willamette Meridian."

6. 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 September 9, 1971, in Volume M71, page 9617, Microfilm Records of Klamath County, Oregon.
7. Reservations or exceptions in patents or in Acts authorizing the issuance thereof.

STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

on this 19th day of June A.D., 19 86
at 3:23 o'clock P.M. and duly recorded
in Vol. M36 of Deeds Page 10679
Evelyn Eiehn, County Clerk
By [Signature] Deputy.

Fee. \$14.00