

63681

MOUNTAIN TITLE COMPANY

WARRANTY DEED MTC-100AT-P

Vol 1786 Page 12383

KNOW ALL MEN BY THESE PRESENTS, That BERNHARDT L. GELDMEIER III and JUNE R. A. GELDMEIER, husband and wife hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by WILLIAM D. GREGORY and REBECCA M. GREGORY, 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 pertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

Lot 5, Block 1, Tract No. 1007, 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 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 \$ 47,500.00

(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 7th day of July, 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)

Bernhardt L. Geldmeier III
BERNHARDT L. GELDMEIER III

June R. A. Geldmeier
JUNE R. A. GELDMEIER

STATE OF ~~OREGON~~ NEW MEXICO) ss.
County of Doña Ana)
July 7th, 1986

STATE OF OREGON, County of) ss.
July 19, 1986

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.

Before me:

(OFFICIAL SEAL)

Before me: Mary Jo Matlen
Notary Public for Oregon New Mexico
My commission expires: 4-22-87

Notary Public for Oregon New Mexico
My commission expires: 4-22-87

Bernhardt L. Geldmeier III & June R. A. Geldmeier
1085 Debra
Las Cruces, NM 88001
GRANTOR'S NAME AND ADDRESS

William D. Gregory & Rebecca M. Gregory
4305 Sturdivant
Klamath Falls, OR 97603
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 _____ ss.

I certify that the within instrument was received for record on the _____ day of _____, 19____,

SPACE RESERVED FOR RECORDER'S USE

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

MOUNTAIN TITLE COMPANY

SUBJECT TO:

1. 1986-1987 real property taxes, a lien, not yet due and payable.
2. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Klamath Irrigation District.
3. The premises herein described are within and subject to the statutory powers, including the power of assessment, of South Suburban Sanitary District.
4. 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 21, 1970 in Volume M70, page 8316, Microfilm Records of Klamath County, Oregon.
5. Reservations as contained in 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 any 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 restrictions as provided in any recorded protective covenants."

ALSO, 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, form 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 shall be limited to the delivery of water at established outlets of the USBR canal. 4. The lands will always be subject to irrigation assessments whether or not irrigation water is furnished."

6. A 16' easement along the Northerly lot line, as shown on dedicated plat.
7. A building setback from Sturdivant Avenue as shown on the dedicated plat.
8. A proposed irrigation ditch along the Northerly lot line as shown on the dedicated plat.

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: March 8, 1978

Recorded: March 8, 1978

Volume: M78, page 4397, Microfilm Records of Klamath County, Oregon

Amount: \$35,625.00

Mortgagor: Bernhardt Louis Geldmeier III and June R. A. Geldmeier, husband and wife

Mortgagee: State of Oregon, represented and acting by the Director of Veterans' Affairs

The Grantees appearing on the reverse of this deed agree to assume said Mortgage and to pay said Mortgage in full, and further agree to hold sellers harmless therefrom.

10. 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: October 2, 1978

Recorded: October 6, 1981

Volume: M81, page 17698, Microfilm Records of Klamath County, Oregon

Amount: \$3,694.00

Mortgagor: Bernhardt L. Geldmeier III & June R. A. Geldmeier, husband and wife

Mortgagee: State of Oregon, represented and acting by the Director of Veterans' Affairs

The Grantees appearing on the reverse of this deed agree to assume said Mortgage and to pay said Mortgage in full, and further agree to hold sellers harmless therefrom.

12385

STATE OF OREGON,
County of Klamath ss.

Filed for record at request of:

on this 15th day of July A.D., 19 86
at 1:19 o'clock P M. and duly recorded
in Vol. M86 of Deeds Page 12383
Evelyn Biehn, County Clerk
By *Don Smith* Deputy.
Fee, \$\$18.00