

65355

WARRANTY DEED MTC-10832

Vol. 1480 Page 15557

KNOW ALL MEN BY THESE PRESENTS, That DONALD E. FLEMING and HELEN J. FLEMING, husband and wife

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by GRADY DAWKINS and LANA WATSON-DAWKINS, 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:

Beginning at the Southwest corner of Lot 26, SUMMERS HEIGHTS; thence West 30 feet along the South line of Lot 34, ELMWOOD PARK; thence North parallel to the West line of Lot 26, SUMMERS HEIGHTS, a distance of 90 feet; thence East parallel to the South line of said Lot 34 a distance of 30 feet to the West line of said Lot 26; thence South along the West line of said Lot 26, SUMMERS HEIGHTS, 90 feet to the point of beginning, being a portion of Lot 34 of ELMWOOD PARK, in the County of Klamath, State of Oregon.

ALSO, the West 70.8 feet of the South 90 feet of Lot 26, and the West 5 feet of the North 56.1 feet of Lot 26, and the West 5 feet of Lot 27 of SUMMERS HEIGHTS, in the County of Klamath, State of 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 \$35,500.00. However, the actual consideration consists of other things, other than money, of value given by the grantee to the grantor, which is part of the consideration. See ORS 93.030. The sentence between the symbols ©, if not applicable, should be deleted.

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 28th day of August, 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)

Donald E. Fleming
DONALD E. FLEMING

Helen J. Fleming
HELEN J. FLEMING

STATE OF OREGON,

County of Klamath } ss.
August 28, 1986

Personally appeared the above named
DONALD E. FLEMING and HELEN J. FLEMING

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

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 11/16/87

STATE OF OREGON, County of _____) ss.
_____, 19____

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)

Donald E. Fleming and Helen J. Fleming
P.O. Box 7294
Klamath Falls, OR 97602

GRANTOR'S NAME AND ADDRESS

Grady Dawkins and Lana Watson-Dawkins
4321 Highland Way
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____,

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

SUBJECT TO:

15558

1. Taxes for the fiscal year 1986-1987, a lien, not yet due and payable.
2. Regulations, including levies, liens, assessments, rights of way and easements of the South Suburban Sanitary District, and is per Ordinance No. 29, recorded May 24, 1983, in Book M83 at page 8062.
3. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Klamath Irrigation District.
4. Subject to reservations and restrictions as contained on plat dedication of Elmwood Park to wit:
"Hereby dedicate, donate and convey to the Public, for public use forever the roads and streets and right of way for irrigation laterals, indicated thus shown in "ELMWOOD PARK" as platted hereon. The right of way for USRS Lateral "F" and Drain I-J-7 as shown hereon are excepted from this dedication.

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 maintain and operate such system.
2. That Klamath Irrigation District, its successors and assigns and the United States, person, firm, or corporation operating the irrigation works of the Klamath Irrigation District, shall never be liable for damage caused improper construction, operation, or care of such irrigation system or for lack of sufficient construction, operation, or care of such irrigation system or for lack of sufficient water for irrigation, liability of the operators of Klamath Irrigation District being limited to furnishing water at established outlets in USRS Canal."
5. Subject to reservations and restrictions as contained on plat dedication of Summers Heights, to wit:
"Do hereby grant public easements over all lots for future sewers or utilities when and where needed for public health and welfare (along property lines where feasible).
And, subject to the following conditions: (1) The owners of SUMMERS HEIGHTS and their heirs and assigns, shall forever be responsible for the delivery of water from established outlets in U.S.B.R. laterals to the lots in the said subdivision should any thereof hereafter become entitled thereto. (2) The Klamath Irrigation District, its successors and assigns, the United States of America, or any person, persons, firm, or corporation, operating the irrigation works of said district, shall never be liable for damage caused by improper and inadequate delivery and disposal of water through the irrigation and drainage systems provided for said subdivision by the owners; (3) The liability of the operators of the Klamath Irrigation District is limited to the delivery of irrigation water to established outlets in U.S.B.R. laterals."
6. An easement created by instrument, including the terms and provisions thereof, dated July 8, 1933, recorded July 24, 1933, in Book 101 at page 274 in favor of California Oregon Power Company for right of way.
7. An easement created by instrument, including the terms and provisions thereof, dated December 17, 1943, recorded December 22, 1943, in Book 160 at page 581 in favor of the California Oregon Power Company for pole line right of way.
8. An easement created by instrument, including the terms and provisions thereof, dated January 22, 1954, recorded January 22, 1954, in Book 265 at page 146 in favor of California Oregon Power Company for overhang easement.
9. An easement created by instrument, including the terms and provisions thereof, dated March 8, 1955, recorded March 8, 1955, in Book 273 at page 58 in favor of California Oregon Power Company for right of way.
10. An easement created by instrument, including the terms and provisions thereof, dated April 1, 1958, recorded April 2, 1958, in Book 298 at page 391 in favor of Everett R. Dennis and Francis Dennis for perpetual use of right of way easement.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the _____ 28th day
of August A.D. 19 86 at 4:11 o'clock P.M. and duly recorded in Vol. _____ 186
of _____ Deeds on Page 1557

FEE \$14.00

Evelyn Biehn, County Clerk
By _____