

67247

WARRANTY 2000
MTC-17100-PVol. MXD Page 15024

KNOW ALL MEN BY THESE PRESENTS, That MARCELLA D. HARDT, Trustee under Agreement dated November 27, 1985 entitled the Marcella Hardt Revocable Trust hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by DONN BORDEN and DIANA BORDEN, husband and wife 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:

Lots 9, 13 and 14, Block 1, HARBOR ISLES, TRACT 1209, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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 shown on the reverse of this deed and those of record and 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 \$ 75,000.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which): (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 22nd day of September, 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.

Marcella D. Hardt, Trustee
Marcella D. Hardt, Trustee under Agreement

(If executed by a corporation, affix corporate seal)

CALIFORNIA
STATE OF OREGON

Nevada

September, 1986



Personally appeared the above named

MARCELLA D. HARDT, Trustee under Agreement

and acknowledged the foregoing instrument as her voluntary act and deed.

Before me:

MURIEL H. DECKEN
Notary Public for OREGON California

My commission expires: May 8, 1988

MARCELLA D. HARDT, TRUSTEE

GRANTOR'S NAME AND ADDRESS

DONN BORDEN & DIANA BORDEN

5380 Cedarwood Dr.

RENO, NV 89511

GRANTEE'S NAME AND ADDRESS

After recording return to:

GRANTEE

NAME, ADDRESS, ZIP

Until a change is requested all our statements shall be sent to the following address:

GRANTEE

NAME, ADDRESS, ZIP

STATE OF OREGON, County of _____, ss.

Personally appeared _____, 19____, 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 the hall 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)

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/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. Taxes for the fiscal year 1986-1987, a lien, not yet due and payable.
2. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.
3. The lawful consequence of the fact that the West boundary is formed by Klamath Lake.
4. 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 the State of Oregon, Upper Klamath Lake, and the ownership of the State of Oregon in and to that portion lying below the usually high water mark thereof.
5. Right of Way, including the terms and provisions thereof,
 Dated: August 21, 1978
 Recorded: September 27, 1978
 Volume: M78, page 21478, Microfilm Records of Klamath County, Oregon
 In favor of: Pacific Power & Light Company
 (Said right of way further described in instrument recorded October 3, 1980 in Volume M80, page 19182, Microfilm Records of Klamath County, Oregon)
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 in Volume M81, page 18812, Microfilm Records of Klamath County, Oregon.
 (Affects Lots 2 through 42, inclusive of Block 1 and Lots 1 through 5, inclusive of Block 2)

Revised Declaration of Protective Covenants & Restrictions recorded January 25, 1983 in Volume M83, page 1299, Microfilm Records of Klamath County, Oregon.

7. Reservations, restrictions and easements as contained in plat dedication, to wit: "Said plat being subject to: (1) All applicable terms set forth in Exhibit B of the special ordinance of the City of Klamath Falls, NO. 6267; (2) All easements as shown on the annexed plat; (3) Public access easement as shown on the annexed plat will be developed and maintained by the Homeowners Association for access to the shore line of Upper Klamath Lake from Front Street; (4) An entrance park easement as shown on the annexed plat will be developed and maintained by the Homeowners Association; (5) The maintenance of the canal, including fresh water input will be the responsibility of the Homeowners Association and will be accessible to the public for use, and (6) All easements and reservations of record and additional restrictions as provided in the recorded protective covenants, (Lot 1, Block 1, M81, page 18893 thru page 18811 instrument No. 5874) and (Lots 2 thru 43, Block 1, Lots 1 thru 5, Block 2 M81, page 18812 thru 18822 instrument no. 4875)."

STATE OF OREGON,
 County of Klamath ss.

Filed for record at request of:

on this 20th day of Oct. A.D., 19 86
 at 9:44 o'clock A M. and duly recorded
 in Vol. M86 of Deeds Page 19024
 Evelyn Biehn, County Clerk
 By [Signature] Deputy.
 Fee, \$14.00