

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY, APPROVED USES.

69354

MTG-17343-K

WARRANTY DEED

Page 23117

JOSEF FRANKE and AILEEN FRANKE, Grantors, convey and warrant to CLARENCE WESLEY HEADRICK II and SANDRA JEAN HEADRICK, husband and wife, Grantees, the following described real property free of encumbrances except as specifically set forth herein:

Lot 141 of THIRD ADDITION TO SPORTSMAN PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Subject to and excepting:

- (1) Taxes for the fiscal year 1986-1987, a lien not yet due and payable. Grantees shall assume the same.
- (2) Agreement between Herbert Fleishhacker and May Belle Fleishhacker, husband and wife, and the California Oregon Power Company, a corporation, dated January 25, 1924, recorded February 15, 1924, in Deed Volume 63, Page 459, records of Klamath County, Oregon, relative to the raising and/or lowering of the water of Upper Klamath Lake between the elevations of 4137 and 4149.3 feet above sea level.
- (3) Agreement between the Klamath Development Co., a corporation, and Herbert Fleishhacker, dated January, 1917, recorded August 15, 1917, in Miscellaneous Volume 3, Page 275, records of Klamath County, Oregon, granting:
"The perpetual right to maintain said pipe line extending from that certain reservoir or water tank situate in the SE 1/4 NW 1/4 Section 3, Township 36 South, Range 6, E.W.M., approximately 200 feet from the hear of Pelican Creek and leading across the NE 1/4 of Section 3 aforesaid and Lot 4 of Section 2, said Township and Range to the lands of said Second party situate in said Lot 3 of Section 2."
- (4) Easement, including the terms and provisions thereof, as reserved in deed from Gus G.

86 DEC 18 PM 1 21

23118

Johnson and Olive M. Johnson, husband and wife, to Robert Sloan and Peggy M. Sloan, dated February 16, 1948, recorded September 1, 1953, in Deed Volume 262, Page 581, records of Klamath County, Oregon, as follows:

" . . . also the right to build necessary dike, drainage, and irrigation ditches and locate a pumping plant on the NE 1/4 SW 1/4 of Section 3, Township 36 South Range 6 E.W.M., and on the SW 1/4 NE 1/4 of Section 3, Township 36 South Range 6 E.W.M."

- (5) Grant of Right of Way, including the terms and provisions thereof, given by Olive M. Johnson, a widow, to The California Oregon Power Company, a California corporation, dated November 3, 1955, recorded November 8, 1955, in Deed Volume 279, Page 99, records of Klamath County, Oregon.
- (6) Reservations and restrictions as shown on plat dedication, to wit:

"Subject to a 10-foot building set-back line on the front of all lots and an eight-foot easement along the back of all lots for future sanitary sewers and public utilities, said easement to provide for ingress and egress for maintenance and construction of such utilities, no structures being permitted and any plantings placed upon said easement shall be placed at the risk of the owner."
- (7) Well Agreement, including the terms and provisions thereof, dated October 19, 1966, recorded April 24, 1973, in volume M73, Page 4904, Microfilm Records of Klamath County, Oregon; First Party: Ray Baugh and Judith Baugh; Second Party: James A. Jeffrey and Irene Jeffrey; Third Party: John Kelleher and Anna Kelleher.
- (8) Subject to reservations and restrictions, as contained in deed recorded July 11, 1974, in Volume M74 at Page 8484, Microfilm Records of Klamath County, Oregon, to-wit:

23119

"And to the following building and use restrictions which grantees, their heirs, grantees and assigns, assume and agree to fully observe and comply with, to wit:

- (1) That grantees will not suffer or permit any unlawful, unsightly or offensive use to be made of said premises, nor will they suffer or permit anything to be done thereon which may be or become a nuisance or annoyance to the neighborhood.
- (2) That they will use said premises solely as a residence or summer home site.
- (3) That each said lot shall never be subdivided nor shall any less portion than the whole of said lot ever be sold, leased or conveyed, and that no building except one summer home or residence and the usual and necessary outbuildings thereto shall ever be erected thereon.
- (4) That no building shall ever be erected within 10 feet of any exterior property line.
- (5) That the foregoing covenants are appurtenant to and for the benefit of each and every other lot in said Third Addition to Sportsman Park and shall forever run with the land and shall bind the premises herein conveyed for the benefit of each and every other lot in said addition and the foregoing covenants and restrictions shall be incorporated in and made a part of each and every other deed or conveyance hereafter executed for the purpose of conveying these premises."

The true and actual consideration for this conveyance is \$8,000.00.

Until a change is requested, all tax statements are to be sent to the following address: 636 Main St.
Klamath Falls, OR 97601

Return:
636 main
Klamath Falls, OR
97601

23120

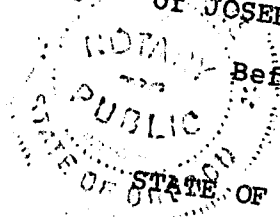
DATED this 15th day of December, 1986. his attorney in fact.

GRANTOR: Josef Franke, by Aileen Franke
JOSEF FRANKE, by AILEEN FRANKE,
his attorney in fact
Aileen Franke
AILEEN FRANKE

STATE OF OREGON)
County of Jackson) ss.

December 15, 1986

Personally appeared the above named AILEEN FRANKE,
attorney-in-fact for JOSEF FRANKE and acknowledged the
foregoing document to be her voluntary act and deed on behalf
of JOSEF FRANKE.



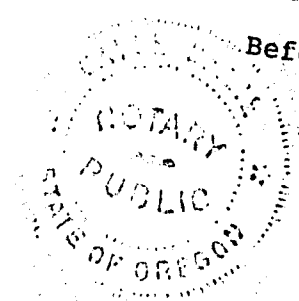
Before me:

STATE OF OREGON)
County of Jackson) ss.

Larry Dean
Notary Public for Oregon
My Commission Expires: 8-26-89

December 15, 1986

Personally appeared the above named AILEEN FRANKE and
acknowledged the foregoing document to be her voluntary act
and deed.



Before me:

Larry Dean
Notary Public for Oregon
My Commission Expires: 8-26-89

-4- WARRANTY DEED

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____
of December A.D., 19 86 at 1:21 o'clock P M., and duly recorded in Vol. 23117 M86,
FEE \$22.00
By Evelyn Biehn, County Clerk
Sam Smith