

Until a change is requested, all tax statements shall be sent to the following address: 75591 New Stone

75591

WARRANTY DEED

Vol 111 Page 10074

CAROL MORGAN, hereinafter referred to as Grantor, does hereby grant, bargain, sell and convey unto SHAWN STEWART, hereinafter referred to as Grantee, her heirs, successors and assigns, that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Clatsop, State of Oregon, described as follows:

Lot 5, Block 1, Country Gardens, according to the official plat thereof on file in the office of the County Clerk of Clatsop County, Oregon.

SUBJECT TO: (1) Easements and restrictions of Clatsop Project and Clatsop Irrigation District and regulations, easements, water and irrigation rights in connection therewith.

(2) Agreement between Henry B. Adams, et al., and the United States of America, dated February 12, 1916, recorded August 12, 1916, in Volume 27, page 549, Deed Records of Clatsop County, Oregon.

(3) Agreement between the United States of America and J. W. Siemens, Contractor, dated March 20, 1919, recorded April 19, 1919, in Volume 50, page 165, Deed Records of Clatsop County, Oregon, as supplemented by Contract between the United States of America and J. W. Siemens, Contractor, dated February 19, 1921, recorded June 7, 1921, in Volume 52, page 567, Deed Records of Clatsop County, Oregon.

(4) Easements and restrictions contained in the dedication and shown on the plat of Country Gardens, as follows: "...said plat being subject to: 1) A 10 foot building setback along Logan Street and Alway Drive and a 10 foot building setback along Somersdale Road; 2) Easements for the construction and maintenance of public utilities and irrigation and drainage ditches as shown on the annexed plat; 3) No changes will be made in the present irrigation and/or drainage ditches without the consent of the Clatsop Irrigation District, its successors or assigns; 4) All protective covenants filed under separate cover; 5) Dedicate, donate and convey to Clatsop County the area shown on the annexed plat as (a) a 1 foot street plume and the South 30 feet of Johns Avenue (extended), and (c) a 10 foot strip along the West side of lots 13, 14 and 15, Block 1, said area to be designated as a public street when the county governing body deems it necessary; 6) Lots 1, 2 and 3, Block 1."

(5) Protective Covenants, including the terms and provisions thereof, recorded December 7, 1921, in Volume 53, page 1247, Deed Records of Clatsop County, Oregon.

107 JUN 17 PM 3 10

to have and to hold the same unto Grantee, her heirs, successors and assigns forever.

Grantor hereby covenants to and with said Grantee, her heirs, successors and assigns, that she is lawfully seised in fee simple of the above-granted premises, free and clear of all encumbrances, except those noted above, and that Grantor will warrant and forever defend the above-granted 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 is \$152,500.00.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 21 day of August, 1979.

Carol Hefner

STATE OF OREGON

County of Clatsop

ss.

Before me this 21 day of August, 1979, personally appeared the above-named CAROL HEFNER and acknowledged the foregoing instrument to be her voluntary act and deed.

[Signature]
Notary Public for Oregon
My Commission Expires 7-12-82

(S&K 11)

AFTER RECORDING RETURN TO:

Edith McElroy
1654 Carlson
Klamath Falls, OR 97603

STATE OF OREGON COUNTY OF CLATSOP

Filed for record at request of Aspen Title Company on June 27 1979 at 2 PM and duly recorded in Vol. 101 of Books on Page 101

FEES \$14.00

Deputy Clerk

Clerk