

93582

Vol. max Page 18846

KNOW ALL MEN BY THESE PRESENTS, That LYNNE MEL CHURCH, also known as LYNNE-MEL-SKOGSTAD, and CRAIG SHANHOLTZER hereinafter called the grantor, for the consideration hereinafter stated to the grantor paid by JOHN MELVIN SKOGSTAD and DOROTHY LOUISE SKOGSTAD, husband and wife, hereinafter called the grantees, does hereby grant, bargain, sell and convey unto the grantees, as tenants by the entirety, the heirs of the survivor and their assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit: lots 134 and 135 of THIRD ADDITION TO SPORTSMAN PARK, according to the official plat thereof on file in the office of the Klamath County Clerk

This instrument does not guarantee that any particular use may be made of the property described in this instrument. A buyer should check with the appropriate city or county planning department to verify appropriate uses.

To Have and to Hold the above described and granted premises unto the said grantees, as tenants by the entirety, their heirs and assigns forever. And grantor hereby covenants to and with grantees and the heirs of the survivor and their assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances. SEE EXCEPTIONS ON REVERSE SIDE

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 \$ 18,000.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole 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 12 day of April, 1985; 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.

Lynne Mel Skogstad
Lynne Mel Church
Craig Shanholtzer

STATE OF OREGON, County of Klamath ss. Lynne Mel Skogstad
Lynne Mel Church
Craig Shanholtzer
Personally appeared Lynne Mel Skogstad
Personally appeared the above named Lynne Mel Church, now known as Lynne Mel Skogstad

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

Before me, Karenia Barta
Notary Public for Oregon
My commission expires 3/7/88

STATE OF OREGON, County of Klamath ss. Lynne Mel Skogstad
Lynne Mel Church
Craig Shanholtzer
Personally appeared Lynne Mel Skogstad
Personally appeared the above named Lynne Mel Church, now known as Lynne Mel Skogstad

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

Before me, Karenia Barta
Notary Public for Oregon
My commission expires 3/7/88

BE IT REMEMBERED, That on this 12th day of April, 1985, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Craig Shanholtzer

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.
Karenia Barta
Notary Public for Oregon
My Commission expires 3/7/88

EXCEPTIONS:

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1. 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 $\frac{1}{4}$ NW $\frac{1}{4}$ Section 3, Township 36 South, Range 6 East of the Willamette Meridian, approximately 200 feet from the head of Pelican Creek and leading across the NE $\frac{1}{4}$ 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".
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 460, 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 4143.3 feet above sea level.
3. Easement, including the terms and provisions thereof, as reserved in deed from Gus G. 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 $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 3, Township 36 South, Range 6 East of the Willamette Meridian, and on the SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3, Township 36 South, Range 6 East of the Willamette Meridian."
4. 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.
5. Reservations and restrictions contained in the dedication of Third Addition to Sportsman Park, as follows: "...subject to a 10 foot building set back line on the front of all lots and an 8 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 structure being permitted and any plantings placed upon said easement shall be placed at the risk of the owner."
6. Reservations and restrictions in deed from Robert Sloan and Peggy Sloan, husband and wife, to Joe A. Jones and Arlyn M. Jones, husband and wife, dated September 8, 1958, recorded March 19, 1965 in Deed Volume 360, page 232, records of Klamath County, Oregon, as follows: "... (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 each 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."

Return: John M. Skogstad

133 E. Harvard Ave., Anchorage, Alaska 99501

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of John M. Skogstad the 7th day of Nov. A.D., 19 88 at 11:46 o'clock A.M., and duly recorded in Vol. M88 of Deeds on Page 18846

FEE \$13.00

Evelyn Biehn ~ County Clerk

By Pauline Mulendore