

1708

WARRANTY DEED

Vol. m89 Page 16449

MTC-219751

KNOW ALL MEN BY THESE PRESENTS, That South Valley State Bank, an Oregon Banking Corporation

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by R & R Vista, a partnership, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and and grantee's heirs, successors and assigns, the 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:

REFER TO THE ATTACHED LEGAL DESCRIPTION

"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 and the above granted premises, free from all encumbrances EXCEPT THOSE THAT APPEAR ON THE REVERSE 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 \$1.00 plus other value. 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 31st day of August, 19 89; 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.

South Valley State Bank

BY: Arthur L. Craig President

STATE OF OREGON,
County of _____, 19 ____.

STATE OF OREGON, County of Klamath ss.
August 31, 19 89.

Personally appeared Allan L. Craig yes

Personally appeared the above named _____

~~as the duly authorized officer of the~~
_____ president ~~and the state of the~~
~~corporation of~~

South Valley State Bank a corporation,
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.

Before me:
(OFFICIAL SEAL) Notary Public for Oregon
My commission expires: 7/13/93

South Valley State Bank
5215 South Sixth
Klamath Falls, Oregon 97603
GRANTOR'S NAME AND ADDRESS

R & R Vista
826 LOUIE LINDA DR
KEO, 97601
GRANTEES NAME AND ADDRESS

Grantee
NAME ADDRESS ZIP

Use a change is requested all the statements shall be set to the following a d e s

Grantee
NAME ADDRESS ZIP

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/record number _____, Record of Deeds of said county. Witness my hand and seal of County affixed.

By _____ Recording Officer
Deputy

Exceptions:

1. Taxes for the fiscal year 1989-1990, a lien, not yet due and payable.

Account No: 3809 02800 09500
Account No: 3809 02800 09300

Key No: 760947
Key No: 371966

2. Reservations and restrictions contained in Deed from Union High School District No. 2 of Klamath County, a public school district, to Paul W. Sharp and Elizabeth E. Sharp dated May 9, 1966, recorded May 11, 1966 in Volume M66, page 5075, Microfilm Records of Klamath County, Oregon;

"To have and to hold the same premises unto the grantees, Paul W. Sharp and Elizabeth E. Sharp, husband and wife, as tenants in common and not as tenants by the entirety, and to their respective heirs and assigns as long as the premises are used as an automobile parking lot and that no structure or building is placed upon the premises. In the event that the premises are not used as an automobile parking lot or any structure or building is placed upon the premises, then the premises and title thereto shall automatically revert to the District, its successors or assigns."

3. Right of way easement, subject to the terms and provisions thereof, given by Robert E. Garrison to California Pacific Utilities Company, dated August 13, 1974 and recorded August 13, 1974 in Volume M74, page 9886, Microfilm Records of Klamath County, Oregon. (Affects a strip of land 10 feet in width Southeasterly, parallel and adjacent to the Northwesterly boundary of Lot 22, Block 5 of Hot Springs Second Addition to the City of Klamath County, Oregon, Northwesterly boundary of said Lot 22 shall also comprise the Northwesterly boundary of said ten foot strip of land for a distance of 78.18 feet in length)

4. Mortgage, subject to the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein;

Dated: August 3, 1983

Recorded: August 4, 1983

Volume: M83, page 12833, Microfilm Records of Klamath County, Oregon

Mortgagor: South Valley State Bank, an Oregon banking corporation,
and Gary T. Whittle and Sandra J. Whittle, husband and wife

Mortgagee: Shamrock Development Company, an Oregon corporation

SAID MORTGAGE GRANTEES ON THE REVERSE OF THIS DOCUMENT AGREE TO ASSUME AND PAY AND TO HOLD GRANTOR HARMLESS FROM PAYMENT OF SAID DEBT.

Order No: 21973

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 13, 14, 15, 16, 17 and 18 in Block 5, SECOND HOT SPRINGS ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

ALSO Lot 21 and a portion of Lot 22 all in Block 5, SECOND HOT SPRINGS ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at a three-fourths inch iron pin on the most Easterly corner of said Lot 22, said point being on the intersection of Spring Street and Esplanade Avenue; thence South 25 degrees 52' West along the Easterly line of said Lots 22 and 21 a distance of 67.80 feet to a one-half inch iron pin on the Southeast corner of said Lot 21; thence North 64 degrees 03' West along the Southerly line of said Lot 21 a distance of 111.19 feet to a concrete nail on the Southwesterly corner of said Lot 21; thence North 29 degrees 34' East along the Westerly line of said Lots 21 and 22 a distance of 44.22 feet to the point that is South 29 degrees 34' West a distance of 85.78 feet from the one-half inch iron pin marking the most Northerly corner of said Lot 22, said point also being 1.0 feet Southeasterly measured at right angles from a existing steel fence; thence North 56 degrees 56' East a distance of 76.18 feet to a point on the Northerly line of said Lot 22, said point being 1.4 feet Southeasterly, measured at right angles from an existing steel fence; thence South 33 degrees 04' East along the Northerly line of said Lot 22 a distance of 80.57 feet to the point of beginning.

Tax Account No: 3809 028CC 09500
3809 028CC 09300

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 1st day
of Sept. A.D., 19 89 at 9:15 o'clock A.M., and duly recorded in Vol. M89
of Deeds on Page 16449.
Evelyn Biehn . County Clerk
By Pauline Melindore

FEE \$18.00