

KNOW ALL MEN BY THESE PRESENTS, That Douglas C. Zaitz

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by C. Michael Hartfield & Wanda D. Hartfield, husband and wife, 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:

Lot 3 in Block 17 of Tract 1112, EIGHTH ADDITION TO SUNSET VILLAGE, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No 3909 012CC 01000

## 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 and the above granted premises, free from all encumbrances

all those of record and those apparent upon the land, if any, as of the date of this deed together with Trust Deed in favor of US Mortgage Corporation recorded 4/19/88 and that which the herein grantees assume and agree to pay. 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 \$ 72,000.00

~~THE GRANTOR HEREBY WARRANTS AND AGREES TO 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.~~

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 22 day of September, 1989; 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.

Douglas C. Zaitz

STATE OF OREGON, )  
County of Klamath ) ss.  
September 22nd, 19 89.

STATE OF OREGON, County of \_\_\_\_\_ ) ss.  
\_\_\_\_\_, 19 \_\_\_\_.

Personally appeared \_\_\_\_\_ 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 \_\_\_\_\_

\_\_\_\_\_, 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:

Personally appeared the above named \_\_\_\_\_  
Douglas C. Zaitz

and acknowledged the foregoing instrument to be \_\_\_\_\_ voluntary act and deed.

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

Douglas C. Zaitz  
P.O. Box 4601  
Sun River, OR 97707

GRANTOR'S NAME AND ADDRESS

C. Michael Hartfield & Wanda D. Hartfield  
3949 La Marada  
Klamath Falls, OR 97603

GRANTEE'S NAME AND ADDRESS

After recording return to:

C. Michael Hartfield & Wanda D. Hartfield  
3949 La Marada  
Klamath Falls, OR 97603

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

C. Michael Hartfield & Wanda D. Hartfield  
3949 La Marada  
Klamath Falls, OR 97603

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/reel number \_\_\_\_\_

Record of Deeds of said county.

Witness my hand and seal of County affixed.

Recording Officer  
Deputy

By \_\_\_\_\_

## SUBJECT TO:

1. Taxes for the fiscal year 1989-1990, a lien, not yet due and payable.  
 Account No: 3909 012CC 01000 Key No: 565338

2. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Enterprise Irrigation District.

3. The premises herein described are within and subject to the statutory powers, including the power of assessment, of South Suburban Sanitary District.

4. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Sunset Village Lighting District.

5. Reservations and easements as contained in plat dedication, to wit:

"Subject to: (1) Easements for future public utilities, irrigation and drainage as shown on the annexed plat, easements to provide ingress and egress for construction and

(continued)

This Report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued and the full premium therefore paid.

(No. 5 continued)

maintenance of said utilities, irrigation and drainage; (2) No changes will be made in the present irrigation and/or drain present irrigation and/or drain ditches without the consent of the Enterprise Irrigation District, its successors or assigns; (3) A 25 foot building setback line on the front of all lots and a 20 foot building setback line along side street lines; (4) All easements and reservations or record and additional restrictions as provided in any recorded protective covenants."

AND, This plat is approved subject to the following conditions: (1) The owners of the land in this subdivision, their heirs and assigns in whom title may be vested, shall always at their own expense properly install, maintain and operate such irrigation system. (2) The Enterprise Irrigation District, and the United States, person, firm or corporation operating the irrigation works of the Enterprise Irrigation District, shall never be liable for damage caused by improper construction, operation or care of such system or for lack of sufficient water for irrigation. (3) The liability of the operators of the Enterprise Irrigation District shall be limited to the delivery of water at established outlets. (4) The lands shall always be subject to irrigation assessments whether or not irrigation water is furnished or used."

6. Covenants, conditions, restrictions and easements, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, subject to the terms and provisions thereof, recorded March 25, 1975 in Volume M75, page 3318, Microfilm Records of Klamath County, Oregon.

7. Subject to an 8 foot easement along Southeast lot line as shown on dedicated plat.

8. Trust Deed, 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: April 15, 1988

Recorded: April 19, 1988

Volume: M88, page 6130, Microfilm Records of Klamath County, Oregon

Amount: \$60,300.00

Grantor: Douglas C. Zaitz

Trustee: Robert D. Kalinoski

Beneficiary: U.S. Mortgage Corporation

SAID TRUST DEED GRANTEE ON THE REVERSE AGREES TO ASSUME AND PAY.

SUGGEST TO:

1. Taxes for the fiscal year 1988-1989, a lien, not yet due and payable.  
Account No. 3899 01200 01000 Key No. 262333

2. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Enterprise Irrigation District.

3. The premises herein described are within and subject to the statutory powers, including the power of assessment, of South Suburban Sanitary District.

4. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Sunset Village Lighting District.

## STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 25th day  
of Sept. A.D., 19 89 at 11:49 o'clock A.M., and duly recorded in Vol. M89  
of Deeds on Page 18033  
Evelyn Biehn County Clerk  
By Pauline M. Mendenhall

FEE \$18.00

insurance and shall become null and void unless a policy is issued and the full premium therefore paid.

(No. 2 continued)

Maintenance of said utilities, irrigation and drainage; (2) No changes will be made in the present irrigation and/or drain present irrigation and/or drain ditches without the consent of the Enterprise Irrigation District, its successors or assigns; (3) A 12 foot building setback line on the front of all lots; and a 30 foot building setback line along side street lines; (4) All easements and reservations of record and additional restrictions as provided in any recorded protective covenants.

AND, This plat is approved subject to the following conditions: (1) The owners of the land in this subdivision, their heirs and assigns to whom title may be vested, shall always at their own expense properly install, maintain and operate such irrigation system. (2) The Enterprise Irrigation District and the United States, person, firm or corporation operating the irrigation works of the Enterprise Irrigation District, shall never be liable for damage caused by improper construction, operation or care of such system or by lack of sufficient water for irrigation. (3) The liability of the operators of the Enterprise Irrigation District shall be limited to the delivery of water at established outlets. (4) The lands shall always be subject to irrigation assessments whether or not irrigation water is furnished or used."

6. Covenants, conditions, restrictions and easements, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, subject to the terms and provisions thereof, recorded March 25, 1975 in Volume 175, page 3318, Microfilm Records of Klamath County, Oregon.

7. Subject to an 8 foot easement along Southeast lot lines as shown on attached plat.

8. First deed, 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: April 15, 1988  
Recorded: April 19, 1988

Volume: 188, page 6130, Microfilm Records of Klamath County, Oregon  
Amount: \$20,302.00

Grantee: Douglas C. Saliz  
Trustee: Robert D. Kalinoski  
Beneficiary: U.S. Mortgage Corporation  
TO ASSURE AND PAY.  
GIVEN UNDER HANDWRITING OF THE TRUSTEE ABOVE