

OK

37163

WARRANTY DEED

Vol. mg / Page 23533KNOW ALL MEN BY THESE PRESENTS, That Edwin E. and Lois E. Moorehereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by Robert E. Fuchs or Ruth L. Webb, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that 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 225 of Third Addition to Sportsman Park, Klamath County, Oregon, according to the official plat thereof on file in the records of Klamath County, Oregon.

Subject to: Agreement concerning the operation of the dam and control of the water levels of Upper Klamath; Reservations and easements contained in the Dedication of Third Addition to Sportsman Park; Any easements of record; 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) (see reverse)

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

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 of the above granted premises, free from all encumbrances

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 \$ 1800.00

However, the actual consideration consists of or includes other property or value given or promised which is the whole 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 24 day of October, 1991; 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.

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.

Edwin E. Moore
Lois E. Moore

STATE OF OREGON,

County of JacksonOctober 24, 1991

} ss.

Personally appeared the above named

Edwin E. and Lois E. Moore

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

Before me,

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 10-5-92

STATE OF OREGON, County of _____) ss.

Personally appeared _____, 19____, 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: _____

(If executed by a corporation, affix corporate seal)

GRANTOR'S NAME AND ADDRESS

GRANTEE'S NAME AND ADDRESS

After recording return to:

Robert E. Fuchs
26711 Hotchkiss Dr.
Klamath Falls, OR 97601-9112
NAME, ADDRESS, ZIP

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

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of _____) ss.

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____, Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME

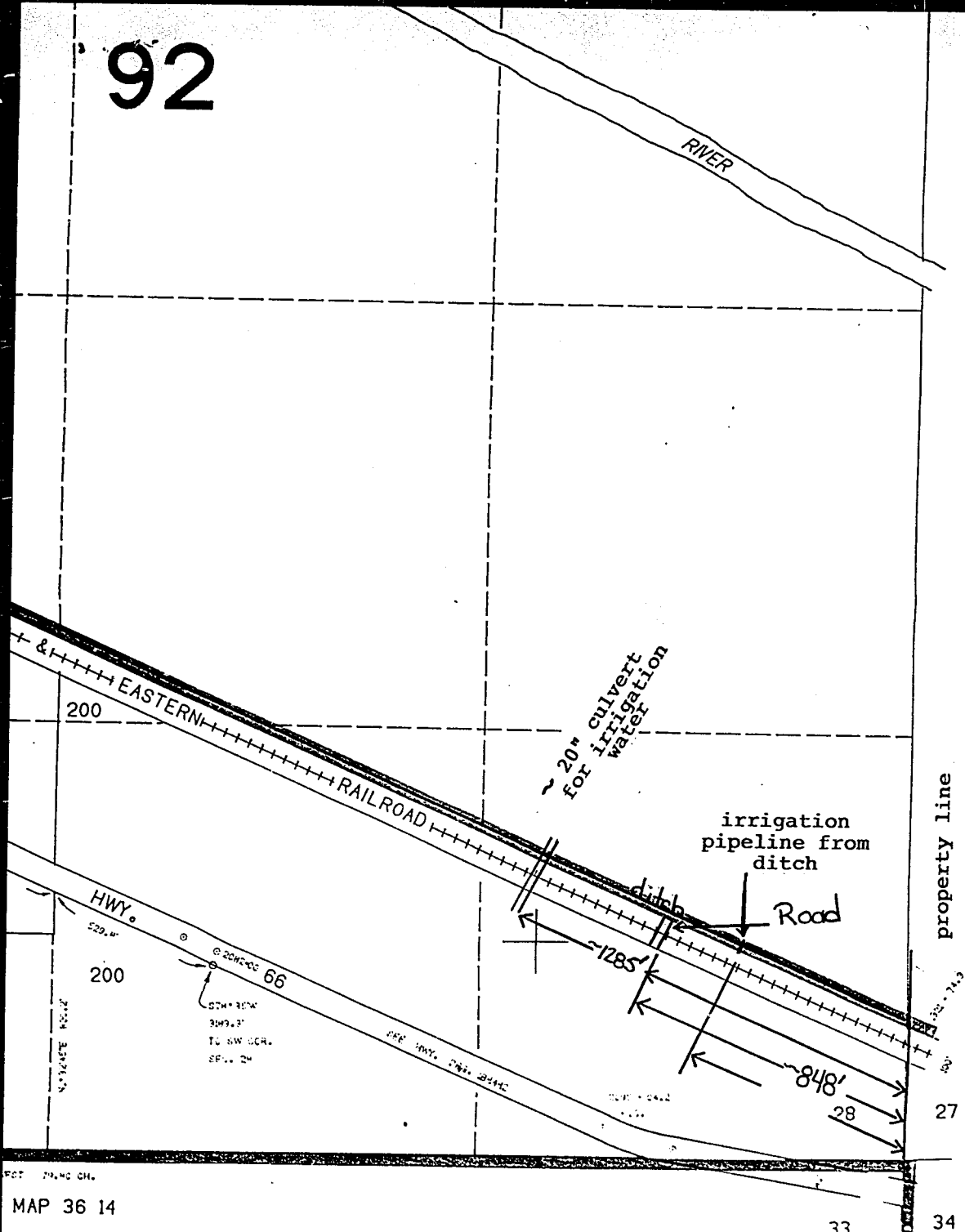
TITLE

By _____ Deputy

CA
33.00

92

23532



SEE MAP 36 14

T36S
R14E

property line

MAP 36 14

EXHIBIT A

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Robert Valladao the 8th day
of Nov. A.D., 19 91 at 2:15 o'clock P.M., and duly recorded in Vol. M91
of Deeds on Page 23530.

FEE \$18.00

Evelyn Biehn, County Clerk

By Daniel M. Mendenhall

(b) liability insurance covering all operations, other than motor vehicle operations as set forth above, in the exercise of rights under this permit or on lands in the vicinity of O.C. & E. lands, including contractually assumed liabilities and third party fire and property damage coverage, with limits not less than \$250,000/500,000 for bodily injury and \$250,000 for property damage.

Such insurance shall be issued by an insurance company acceptable to O.C. & E., and shall include an endorsement requiring thirty (30) days' notice to O.C. & E. prior to cancellation. Permittee shall furnish evidence of the insurance prescribed in paragraphs (a) and (b) above to O.C. & E. before exercising any rights hereunder.

7. SECURITY FUND: Permittee has deposited with O.C. & E. \$ - 0 -, as security for the performance of all the obligations on the part of Permittee to be performed hereunder. If Permittee defaults in the performance of any obligation hereunder, O.C. & E. may apply said sum to the extent necessary to reimburse itself in a sum equal to any damage sustained on account of such default. Any residue remaining after any such application will be repaid to Permittee by O.C. & E.. Permittee shall be and remain liable for any deficiency and for all amounts which may be due to O.C. & E. by reason of any default hereunder by Permittee, after such application.

8. TERMINATION AND SUSPENSION:

(a) All rights hereunder shall terminate upon one hundred eighty (180) days' notice by either party to the other; provided that if O.C. & E. shall terminate this permit for any reason, except default, the unearned portion of any prepaid consideration shall be returned to Permittee.

(b) All rights hereunder shall terminate automatically ten (10) days after notice of default given by either party to the other, if the default has not been remedied within such time. The termination of this permit shall not prejudice O.C. & E.'s right to collect damage accrued theretofore or thereafter accruing on account of Permittee's breach of any term hereof.

(c) Any failure to exercise a right to terminate this permit in case of default shall not constitute a waiver of the defaulting party's obligation to perform strictly in accordance with the terms of this permit. Any such right to terminate shall remain in full force and effect and may be exercised so long as such default continues.

9. NON-ASSIGNMENT: Neither this permit nor the right of the Permittee hereunder shall be assignable in whole or in part, by operation of law or otherwise, without the prior written consent of O.C. & E. thereto.

10. NOTICE: Any notice to be given by either party hereto to the other under the provisions of or with respect to this permit may be served personally or by registered mail, addressed to the party to be served at the latter's post office address hereinabove set forth; and such service by registered mail shall be equivalent to personal service.

IN WITNESS WHEREOF, O.C. & E. has executed this permit in duplicate and Permittee has accepted the same as of the day and year hereinabove first written.

ACCEPTED:
ROBERT VALLADAO

OREGON, CALIFORNIA & EASTERN RAILWAY
COMPANY

By: 
Robert Valladao

By: 
John D. Monfore
Land Use Manager