

WARRANTY DEED

MTZ 28823

KNOW MEN BY THESE PRESENTS, THAT GARY R. SANDOVAL, hereinafter called the "Grantor", for the consideration hereinafter stated, to Grantor paid by AUDIE R. BROWN and HELEN I. BROWN, husband and wife, hereinafter called "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, State of Oregon, described as follows, to-wit:

See Exhibit "A", a copy of which is attached hereto and by this reference incorporated herein.

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, except as above noted, 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 \$3,000.00.

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

Audie R. & Helen I. Brown

747 Highland Drive #37

Medford OR 97504

AFTER RECORDING, RETURN TO:

GRANTLAND, GRENSKY & BLODGETT
ATTORNEYS AT LAW
204 West 9th St.
Medford, OR 97501

-1- WARRANTY DEED

Law Offices Of
GRANTLAND, GRENSKY & BLODGETT
204 West 9th St.
Medford, OR 97501
(503) 773-8712

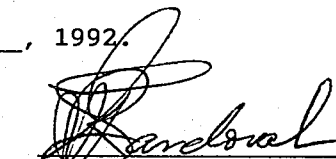
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THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS, BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE. 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 AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

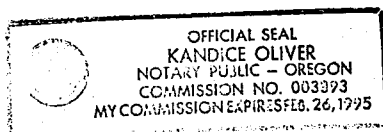
In construing this Deed and where the context so requires, the singular includes the plural.

IN WITNESS WHEREOF, the Grantor executed this instrument this 25 day of November, 1992.


 Gary R. Sandoval

STATE OF OREGON)
 : ss.
 County of Jackson)

Personally appeared before me this 25 day of November, 1992, the above named GARY R. SANDOVAL and acknowledged the foregoing instrument to be his voluntary act and deed.



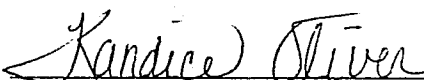

 Notary Public for Oregon
 My Commission Expires 2/26/95

EXHIBIT "A"

Lot 224 SPORTSMAN PARK THIRD ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SUBJECT TO THE FOLLOWING EXCEPTIONS:

1. Agreement between the Klamath Development Co., a corporation, and Herbert Fleishhacker dated January 1917, recorded August 15, 1917 in Volume 3 of Miscellaneous records, page 275, Klamath County, Oregon, granting "The perpetual right to maintain said pipe line extending from that certain reservoir to water tank situate in the SE1/4 NW1/4 of 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 NE1/4 from Section 3 aforesaid and Lot 4 of Section 2, said Township and Range to the lands of the said Second Party situate in said Lot 4 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 Volume 63, page 460, Deed Records of Klamath County, Oregon, relative to the raising and/or lowering of the waters of Upper Klamath Lake between the elevation of 4137 and 3143.3 feet above sea level.
3. Easement in Bargain and Sale 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 Volume 262, page 581, Deed 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 NE1/4 SW1/4 of Section 3, Township 36 South, Range 6 East of the Willamette Meridian, and on the SW1/4 NE1/4 of Section 3, Township 36 South, Range 6 East of the Willamette Meridian."
4. Grant of right of way from Olive M. Johnson, a widow, to the California Oregon Power Co., a California corporation, dated November 3, 1955, recorded November 8, 1955 in Volume 279, page 99, Deed Records of Klamath County, Oregon.
5. Reservations and restrictions in the dedication of Third Addition to Sportsman Park:

"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 structures being permitted and any planting placed upon said easement shall be placed at the risk of the owner."

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6. A 10 foot building setback from street as shown on dedicated plat.

7. Reservations and restrictions as contained in instrument recorded in Volume M90 at page 11858, Microfilm Records of Klamath County, Oregon, where Peggy M. Sloan was Grantor and Sandoval Investments, Inc. was Grantee, to wit:

"Agreements concerning the operation of the dam and control of the water levels of Upper Klamath Lake: Reservations and easements contained in the Dedication of Third Addition to Sportsman Park; Any easements of record and those apparent on the land, if any; Any matters suffered or created by Grantees; 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) That each said lot shall never be subdivided nor shall any less portion than the whole of said 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 following 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.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title the 18 day
of Dec A.D., 19 92 at 2:23 o'clock P M., and duly recorded in Vol. M92,
of Deeds on Page 30161
By Evelyn Biehn County Clerk

FEE 45.00