

Vol M03 Page 37558

After recording return to:

SCOT W. TSCHIRGI
2635 CAPITAL DRIVE
EUGENE, OR 97403

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

SCOT W. TSCHIRGI
2635 CAPITAL DRIVE
EUGENE, OR 97403

Escrow No. BT055730GC

Title No. _____

State of Oregon, County of Klamath
 Recorded 06/03/2003 2:43 p.m.
 Vol M03 Pg 37558
 Linda Smith, County Clerk
 Fee \$ 21.00 # of Pgs 1

'03 JUN 3 PM 2:43

WARRANTY DEED

AMERICAN CASH EQUITIES, INC.,
 Grantor(s) hereby grant, bargain, sell, warrant and convey to:
SCOT W. TSCHIRGI and MAROLYN ANN TSCHIRGI, as tenants by the entirety
 Grantee(s) and grantee's heirs, successors and assigns the following described real property, free of encumbrances except as specifically set forth herein in the County of **KLAMATH** and State of Oregon, to wit:

LOT 24 IN BLOCK 6, TRACT 1119, LEISURE WOODS, UNIT 2, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

2407-007DO-03400-000

KEY NO. 9975

SUBJECT TO: all those items of record and those apparent upon the land, if any, as of the date of this deed and those shown below, if any:

#1- EASEMENT RECORDED 07-24-1973, VOL M73, PAGE 9530 IN FAVOR OF MIDSTATE ELECTRIC COOPERATIVE, INC., A COOPERATIVE CORPORATION FOR TRANSMISSION LINE. #2- CONDITIONAL USE PERMIT NO. 18-99, RECORDED 10-7-1999, VOL M99, PAGE 39970, RERECORDED 11-29-1999, VOL M99, PAGE 47029. #3- COVENANTS, CONDITIONS AND RESTRICTIONS AS SHOWN ON THE RECORDED PLAT OF TRACT NO. 1119-LEISURE WOODS UNIT 2 TO WIT: 1) KLAMATH COUNTY BUILDING SETBACK REQUIREMENT, 2) 16FT WIDE DRAINAGE EASEMENT, 3) 20FT WIDE PEDESTRIAN AND EQUESTRIAN EASEMENT, 4) 30FT WIDE POWERLINE EASEMENT, 5) 16FT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT CENTERED ON ALL SIDE AND REAR LOT LINES FOR CONSTRUCTION AND MAINTENANCE OF UTILITIES AND DRAINAGE DITCHES, 6) A STRIP OF LAND ALONG HWY 58 DEDICATED TO THE OREGON DEPT OF TRANSPORTATION. #4- COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED 02-12-2002, VOL M02, PAGE 8503, RERECORDED 04-15-2002, VOL M02, PAGE 21922. #5- DOMESTIC WATER WELL AGREEMENT AND EASEMENT, RECORDED 02-05-2002, VOL M02, PAGE 6844, RERECORDED 02-20-2002, VOL M02, PAGE 9849

and the 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 for this conveyance is \$ 42,750.00.

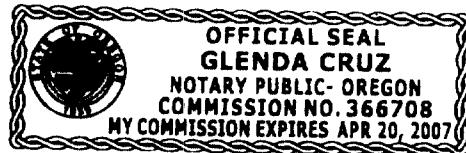
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Dated this 2nd day of June, 2003.

AMERICAN CASH EQUITIES, INC.

BY: Glenda CruzITS, PresidentState of Oregon
County of DESCHUTES

This instrument was acknowledged before me on June 2, 2003 by
AS Glenda Cruz
OF AMERICAN CASH EQUITIES, INC..



My commission expires 4-20-2007

21-1