



THIS SPACE RESERVED FOR RECORDER'S USE

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After recording return to:

SCOT W. TSCHIRGI2635 CAPITAL DRIVEEUGENE, OR 97403

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

SCOT W. TSCHIRGI2635 CAPITAL DRIVEEUGENE, OR 97403Escrow 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 PM2:43

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 TRANS-
PORTATION. #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 6884, 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: [Signature]ITS President

State of Oregon
County of DESCHUTES

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

[Signature]
(Notary Public for Oregon)

My commission expires 4-20-2007

