

2006-020971

Klamath County, Oregon



00006629200600209710020027

10/19/2006 08:21:38 AM

Fee: \$26.00

After Recording, return to:
James D. McVittie
McVittie-Law PC
806 SW Broadway Suite 800
Portland, Oregon 97205-3310

Until Requested Otherwise
all tax statements should be sent to:
Account No.
No change

SPECIAL WARRANTY DEED

Wayne P. Snoozy and Sharon E. Snoozy, as tenants by the entirety, Grantors, convey and specially warrant to, **Snoozy, LLC**, Grantee, the following-described real property situated in the county of Klamath, state of Oregon, free of encumbrances created or suffered by the grantor except as specifically set forth herein:

See attached Exhibit A.

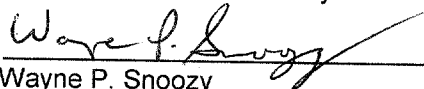
Subject to and excepting any financing and all encumbrances of record on the title as of the date of this conveyance. Grantor warrants and will defend the title to the property against all persons who may lawfully claim the same by, through or under the grantor.

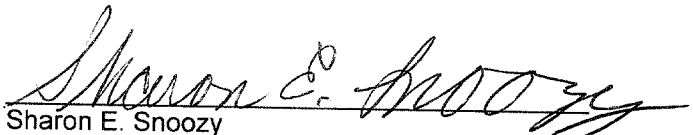
The liability and obligations of Grantor to Grantee and Grantee's heirs and assigns under the warranties and covenants contained in this deed or provided by law shall be limited to the amount, nature, and terms of any right of indemnification available to Grantor under any title insurance policy, and Grantor will have no liability or obligation except to the extent that reimbursement for such liability or obligation is available to Grantor under any title insurance policy. The limitations contained in this paragraph expressly do not relieve Grantor of any liability or obligations under this instrument, but merely define the scope, nature, and amount of the liability or obligations.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES 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 DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

The true and actual consideration for this conveyance is: None.

Dated this 11th day of October, 2006.


Wayne P. Snoozy

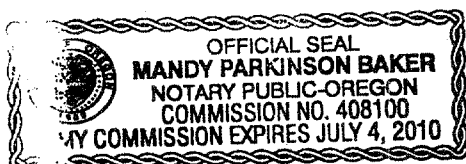

Sharon E. Snoozy

STATE OF OREGON

COUNTY OF MULTNOMAH

)
) SS:
)

This instrument was acknowledged before me this 11th day of October, 2006 by Wayne P. Snoozy and Sharon E. Snoozy.





Notary Public, My Commission Expires: 07/04/2010

EXHIBIT A

Lot 7, Block 3, CASA MANANA, Klamath County, Oregon.

SUBJECT TO:

1. Acreage and use limitations under provisions of the United States Statutes and regulations issued thereunder. Liens and assessments of Klamath Project and Enterprise Irrigation District and regulations, contracts, easements, and water and irrigation rights in connection therewith.
2. Regulations, liens, assessments and laws relating to the South Suburban Sanitary District.
3. Reservations and easements for irrigation ditch purposes, including the terms and provisions thereof, as set forth in Deed from Pete Sather and Helen Sather, husband and wife, to Boyd F. Sprague and Georgiana C. Sprague, husband and wife, dated September 27, 1946, and recorded August 11, 1950, in Deed Volume 241 at page 192.
4. Conditions and restrictions, easements, set back lines as shown on the plat and in the dedication of Casa Manana.
5. Conditions and building restrictions, including the terms and provisions thereof, contained in that certain declaration recorded May 10, 1963, in Miscellaneous Book 14 at page 480.
6. Trust Deed, including the terms and provisions thereof, dated April 11, 1966, recorded April 14, 1966, in M-66 at page 3299, given to secure the payment of \$15,300.00 with interest thereon and such future advances and may be provided therein, executed by William James Choppe and Dorothy E. Choppe, husband and wife, to William Ganong, trustee for beneficiary, First Federal Savings and Loan Association of Klamath Falls, Oregon, a corporation, the balance of which the grantees herein expressly assume and agree to pay in accordance with the terms and conditions thereof.