

8875

4-1 H66 PRO 8729

1 KNOW ALL MEN BY THESE PRESENTS, That JAMES F. STILWELL and WINIFRED STILWELL,  
 2 husband and wife, for and in consideration of the sum of Ten Dollars to them  
 3 paid, do hereby grant, bargain, sell and convey unto ERICKSON INVESTMENT COMPANY,  
 4 a corporation, an undivided one-tenth (1/10th) interest in and to all of the  
 5 following real property with tenements, hereditaments and appurtenances, situated  
 6 in the County of Klamath, State of Oregon, bounded and described as follows,  
 7 to-wit:

8 All that portion of Tracts 36 and 43, ENTERPRISE TRACTS, in the NW $\frac{1}{4}$  NW $\frac{1}{4}$   
 9 of Section 3, Township 39 S., R. 9 E.W.M., Klamath County, Oregon, and  
 more particularly described as follows:  
 10 Beginning at an iron pin on the South line of Shasta Way, which bears  
 11 South 0°00 $\frac{1}{2}$ ' East a distance of 73.0 feet and North 89°54' East a distance  
 12 of 510.0 feet from the iron pipe which marks the Northwest corner of said  
 13 Section 3, Township 39 S., R. 9 E.W.M.; thence South 0°00 $\frac{1}{2}$ ' East a dis-  
 14 tance of 647.38 feet to the Northwesterly corner of that certain parcel  
 15 described in Mortgage given by Rickfalls, Inc. to the United States National  
 16 Bank of Portland, dated March 28, 1961, recorded April 4, 1961 in Vol.  
 17 201, page 355, Mortgage records of Klamath County, Oregon; thence South  
 18 59°21 $\frac{1}{2}$ ' East a distance of 330.67 feet, more or less, to the Northwesterly  
 19 line of Avalon Street; thence North 30°38 $\frac{1}{2}$ ' East, along the Northwesterly  
 20 line of Avalon Street, a distance of 776.41 feet to an iron pin; thence  
 21 South 89°54' West a distance of 40.10 feet to an iron pin; thence North  
 22 29°34' West a distance of 172.28 feet, more or less, to the South line of  
 23 Shasta Way; thence South 89°54' West, along the South line of Shasta Way,  
 24 a distance of 555.0 feet, more or less, to the point of beginning.

25 SUBJECT TO: Liens and Assessments of Klamath Project and the Klamath  
 26 Irrigation District, and regulations, contracts, easements and water and  
 27 irrigation rights in connection therewith; Right of way for Transmission  
 28 line, including the terms and provisions thereof, executed by Arthur A.  
 29 Rickbeil et ux. & et al. to The California Oregon Power Company, a Calif-  
 30 ornia corporation, dated March 20, 1959 and recorded March 25, 1959 in  
 31 Vol. 311 at page 40 of Klamath County, Oregon Deed Records; 151st Improve-  
 32 ment Unit, docketed August 8, 1961 in Lien Docket 11 at page 167 of City  
 of Klamath Falls, Oregon, 157th Improvement Unit, docketed Nov. 21, 1963  
 in Lien Docket 11 at page 255 of City of Klamath Falls, Oregon, and 32nd  
 Sewer Lien, docketed Nov. 21, 1963, in Lien Docket 11 at page 243 of the  
 City of Klamath Falls, Oregon; That certain mortgage made and executed by  
 Rickfalls, Inc., an Oregon Corporation, as Mortgagor, to A. M. Hattan and  
 Ruth E. Hattan, husband and wife, as Mortgagees, dated Sept. 30, 1960 and  
 recorded Oct. 11, 1960, in Vol. 198 at page 350 of Klamath County, Oregon  
 Mortgage Records as amended and extended by Mortgage Extension Agreement,  
 dated May 26, 1965, and recorded June 8, 1965, in Vol. 231 at page 12 of  
 Klamath County, Oregon Mortgage Records, which said mortgage as so extended  
 the grantee assumes and agrees to pay and perform according to its terms  
 and to hold the grantors harmless therefrom; and to the following building  
 and use restrictions which grantee, its successors and assigns, assumes  
 and agrees to observe and comply with:

- (1) That it will not construct or allow any dining room or cocktail lounge  
 to be maintained on said premises for a period of 15 years from  
 June 3, 1965 (it is understood and agreed, however, that this in no  
 way prohibits the construction or maintenance of a coffee shop upon  
 said land.)
- (2) That it will not construct any buildings upon said premises within 60  
 feet of the common property between the premises herein described and  
 the adjacent premises retained by grantors.



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(3) That it will make no use of the above described premises except those set forth in the Amended City of Klamath Falls Ordinance Number 5095 Commercial Zone C-1 and C-2, excluding conditional uses. Also Subject to Real Property Taxes for fiscal year commencing July 1, 1966, which are now a lien but not yet payable.

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said ERICKSON INVESTMENT COMPANY, a corporation, its successors and assigns, forever.

And the said Grantors do hereby covenant to and with said Grantee, its successors and assigns, that they are the owners in fee simple of the above granted premises; that they are free from all encumbrances, except those above set forth, and that they will warrant and defend the same from all lawful claims whatsoever, except those above set forth.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals this 24th day of August, 1966.

*James F. Stilwell* (SEAL)  
*Winifred Stilwell* (SEAL)

STATE OF OREGON )  
County of Klamath ) SS August 26, 1966

Personally appeared the within named James F. Stilwell and Winifred Stilwell, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

*Eva June Jones*  
Notary Public for Oregon  
My Commission Expires: 6-14-70

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of *Klamath Co. Title*  
this 30 day of *August*, 1966 at 3:30 o'clock PM., and  
duly recorded in Vol. *466*, of *Deeds* on Page *8729*.

DOROTHY ROGERS, County Clerk

*4* *300* pd. By *Debra Davis*

BANDON, BANDON,  
& GORDON  
ATTORNEYS AT LAW  
KLAMATH FALLS, ORE.

Return to  
KLAMATH COUNTY TITLE CO.  
P.O. Box 151  
Klamath Falls, Oregon  
Warranty Deed - Page 2.

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