

WARRANTY DEED

THIS INDENTURE WITNESSETH, That C. E. McCLELLAN and RUTH T. McCLELLAN, husband and wife; JOHN O. McCLELLAN and BETTY McCLELLAN, husband and wife; STANLEY T. McCLELLAN and JANICE M. McCLELLAN, husband and wife, and ROBERT H. DAVIES and MARGARET M. DAVIES, husband and wife, herein called "grantors", in consideration of THREE THOUSAND AND NO/100 DOLLARS to them paid, have bargained and sold and by these presents do grant, bargain, sell and convey to FRANK G. SIKES and BILLIE J. SIKES, husband and wife, herein called "grantees", their heirs and assigns forever, the following-described premises, situated in Klamath County, Oregon:

A parcel of land lying in the NE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 36, Township 38 S., R. 9 E.W.M., as follows: Beginning at a point on the Easterly line of First Addition to Moyina, said point being North 00°16' West 291.72 feet from the Southeasterly corner of said First Addition to Moyina; thence North 89°44' East 120.00 feet; thence North 00°16' West to the Southeast corner of a tract conveyed to Bertran J. Thickett and wife, by deed recorded March 18, 1969, in M-69, Page 1927; thence South 89°44' West along said Thickett tract a distance of 120 feet, to the Southwest corner thereof; thence South along the Easterly line of said First Addition to Moyina, to the point of beginning.

SUBJECT TO: (1) Contracts, water rights, proceedings, taxes and assessments relating to First Addition to Moyina Improvement District, and all rights of way for roads, ditches, canals and conduits, if any there may be. (2) Regulations, liens, assessments and laws relating to South Suburban Sanitary District.

(3) Easement, including the terms and provisions thereof, dated March 11, 1940, recorded April 5, 1940, in Volume 128, Page 267, in favor of California Oregon Power Company for pole and lines.

(4) Easement, including the terms and provisions thereof, dated June 5, 1967, recorded June 5, 1967, in Vol. M-67, Page 4178, in favor of California Pacific Utilities Company.

(5) The above-described property is also subject to the following restrictions:

(a) Said parcel shall be used for residential purposes only. No building shall be erected, altered, placed or permitted to remain on said parcel, except for one detached, single-family dwelling not to exceed two stories in height and one private garage for not more than two cars.

(b) The ground-floor area of the main structure on said parcel shall not be less than 1200 square feet for a one-story dwelling, exclusive of one-story porches and garages; and the ground-floor area of such structure for a dwelling of one and a half or two-story type shall not be less than 800 square feet. The height of such a building shall not be

more than 18 feet measured from the top of the foundation of such building.

(c) No building shall be located on said parcel nearer than 30 feet to the front lot line or to a side street line. No building shall be located nearer than six feet to an interior lot line when to do so will, or could, leave less than 12 feet distance between the buildings on said parcel and the buildings on adjacent lots.

(d) No noxious or offensive activities shall be carried on upon said parcel nor shall anything be done upon said parcel which may be or become an annoyance or nuisance to the neighborhood.

(e) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on said parcel at any time as a residence, either temporarily or permanently.

(f) No livestock, other than commonly accepted house pets, shall be kept or housed upon said parcel.

(g) No fences or barricades are ever to be erected on said parcel between the building set-back line and the street,

together with all tenements, hereditaments and appurtenances hereunto belonging or appertaining, and all estate, right, title and interest in and to the same.

TO HAVE AND TO HOLD said premises unto grantees, their heirs and assigns forever. Said grantors do covenant to and with said grantees, their heirs and assigns, that they are the owners of said premises, being lawfully seized in fee simple thereof; that said premises are free from all encumbrances, except as above stated; and that they and their heirs and representatives will warrant and defend the same from all lawful claims whatsoever.

The true and actual consideration for this transfer is \$3,000.00.

IN WITNESS WHEREOF, We have hereunto set our hands this 29th day of March, 1969.

C. E. McCLELLAN and RUTH T. McCLELLAN, husband and wife,

By Robert H. Davies
Their Attorney in Fact

Robert H. Davies

Margaret M. Davies

Janice M. McClellan

Stanley T. McClellan

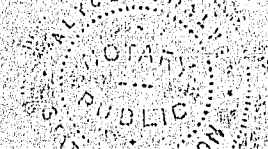
Betty McClellan

John A. McClellan

STATE OF OREGON }
County of KLAMATH } ss.

Personally appeared ROBERT H. DAVIES, who, being first duly sworn, did say that he is the attorney in fact for C. E. McCLELLAN and RUTH T. McCLELLAN, husband and wife, and that he executed the foregoing Deed by authority of and in behalf of said principals and he acknowledged said instrument to be the act and deed of said principals.

Before me:



STATE OF OREGON }
County of KLAMATH } ss.

Alice M. Stahle
NOTARY PUBLIC FOR OREGON
My commission expires 2-20-71

Personally appeared the above-named JOHN O. McCLELLAN and BETTY McCLELLAN, husband and wife; STANLEY T. McCLELLAN and JANICE M. McCLELLAN, husband and wife, and ROBERT H. DAVIES and MARGARET M. DAVIES, husband and wife, known to me to be the identical persons described as grantors in the within Deed, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:



Alice M. Stahle
NOTARY PUBLIC FOR OREGON
My commission expires 2-20-71

STATE OF OREGON,
County of Klamath,
Filed for record at _____ of _____

on this 4th day of April A.D. 19 69
at 2:15 o'clock P. M. and duly
recorded in Vol. M 69 of Deeds
Page 2458
By Wm D. MILNE County Clerk
By Carol H. Jones Deputy
Fee \$ 1.50

*Return:
First Fed Sav & Loan Assoc.
Attn: Jim Rocco
City
(Warranty Deed - 3)*

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