

69-587 Pmt 31604 VOL 7767 PAGE 3601

1 KNOW ALL MEN BY THESE PRESENTS, that CALVIN L. HUNT and CORINNE C. HUNT,
2 husband and wife, hereinafter called Grantors, for the consideration hereinafter
3 stated, do hereby grant, bargain, sell and convey unto EDWARD ISOM MITCHELL, here-
4 inafter called Grantee, and unto Grantee's heirs, successors and assigns, all of
5 that certain real property with the tenements, hereditaments and appurtenances
6 thereunto belonging or in anywise appertaining, situated in the County of Klamath,
7 State of Oregon, described as follows, to-wit:

8 A portion of Section 17 and 20, Township 39 South, Range 9 E.W.M., more
9 particularly described as follows: Starting at an iron pin at the inter-
10 section of the Northerly right-of-way line of Joe Wright Road with the
11 Easterly right-of-way line of the Dalles-California Highway 97 in the
12 NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 19, Township 39 South, Range 9, E.W.M.; thence South
13 63°09'52" E. along the Northerly right-of-way line of Joe Wright Road, a
14 distance of 496.60 feet to a point; thence North 89°28'26" East along the
15 Northerly right-of-way line of Joe Wright Road a distance of 888.95 feet
16 to the point of beginning; thence North 22°16'04" E. a distance of 1553.93
17 feet to a point; thence North 89°49'40" East a distance of 517.05 feet to
18 a point; thence South 86°00'58" East a distance of 68.85 feet to a point
19 on the Northwesterly right-of-way line of the Southern Pacific Railroad;
20 thence South 33°37'54" W. a distance of 653.08 feet to a point; thence
21 South 56°22'06" East a distance of 50.00 feet to a point; thence South
22 33°37'54" W. a distance of 1033.68 feet to a point on the Northerly
23 right-of-way line of Joe Wright Road; thence South 89°28'26" West a dis-
24 tance of 300.00 feet to the point of beginning.

25 Subject to the following building and use restrictions:

26 (1) That said premises will be used solely for recreational, residential,
27 commercial or farming purposes.

28 (2) That all of said land hereafter subdivided or sold for residential
29 purposes shall be subject to the following building and use restrictions:

30 (a) Each such lot shall contain not less than 7,000 square feet
31 and shall not be less than 100 feet long and 70 feet wide;

32 (b) No building shall be located on any such lot nearer than 15
feet to any lot line;

(c) That not more than one single family residence shall ever be
erected thereon; that the ground floor area of such residence,
exclusive of open porches and garages shall not be less than 1000
square feet;

(d) That trash, garbage or other waste shall not be kept, except
in sanitary containers; that incinerators or other equipment for
the storage or disposal of such materials shall be kept in a clean
and sanitary condition; that lavatories and toilets shall be built
indoors and connected with outside septic tanks and shall be con-
structed, used and maintained in conformity with and so as to
comply with all applicable laws and regulations;

(3) Commercial use shall be deemed to be the following uses and no others:

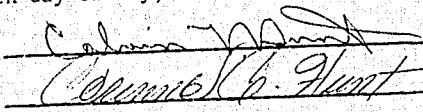
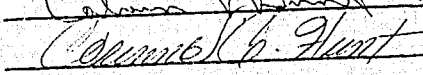
(a) Retail Store;

- 1 (b) Service Station for the sale of petroleum products and/or 5002
2 garage for the assembly, repair and painting of automobiles and
3 trucks, provided that all oil changing, greasing, assembly, re-
4 pair and painting is done without an enclosed building;
5
6 (c) Motels and Hotels;
7
8 (d) Restaurant or Cafe, including "Drive-Ins";
9
10 (e) Cocktail Lounge;
11
12 (f) Golf Course, Putting Green, Golf Driving Ranges and Miniature
13 Golf Course;
14
15 (g) An Office or Clinic for the following only:
16
17 Architect, Accountant, Attorney, Dentist, Medical
18 Doctor, Engineer or Surveyor, Insurance Agent,
19 Real Estate Agent;

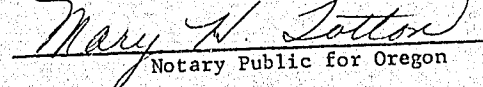
- 20 (4) No objectionable odor, dust, smoke, cinders, exhaust fumes, noise
or vibration shall be permitted on any of the premises herein sold;
21
22 (5) The foregoing covenants shall run with the land herein sold and shall
23 be binding on all parties and all persons claiming under, by or through
24 the Vendees for a period of 30 years from this date. After which time
25 said covenants shall be automatically extended for successive periods of
26 10 years unless an instrument signed by a majority of the then owners of
27 said premises and of the said premises retained by the Grantors has been
28 recorded in the official records of Klamath County, Oregon, agreeing to
29 exchange said covenants in whole or in part;
30
31 (6) The covenants and restrictions above set forth shall be incorporated
32 in and made a part of every deed or conveyance hereafter executed for the
purpose of conveying said premises or any part or parcel thereof.

TO HAVE AND TO HOLD the same unto the said Grantee and Grantee's heirs,
successors and assigns forever.

The true and actual consideration paid for this transfer is \$5,000.00
and is given pursuant to release provision in contract between Grantors
and Richard C. Beesley and Wayne H. Blair, dated May 15, 1967, which
contract was subsequently assigned to above named Grantee.

WITNESS Grantors' hands this 9th day of May, 1969.



27 STATE OF OREGON)
28 County of Klamath) SS May 12, 1969
29 Personally appeared the above named Calvin L. Hunt and Corinne C. Hunt, hus-
band and wife, and acknowledged the foregoing instrument to be their voluntary
act and deed.

30 Before me:
31 
32 Notary Public for Oregon
My Commission Expires: Dec 16, 1972

BANDING, BANDING
& BORDON
ATTORNEYS AT LAW
KLAMATH FALLS, ORE.

3603

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

Transamerica Title Ins. Co.

On this 13th day of May A.D. 19 69

at 3:37 o'clock P. M. and du.

Recorded in vol. M-69 of Deeds

page 3601

Wm D. MILNE, County Clerk

By Therese K. Holstman Deputy

Fee \$4.50

35

Return to
Ed Mitchell
% Silani Realty
314 So 7th
city