

03473

WARRANTY DEED
(Grantees as tenants by entirety)

Vol. 112 Page 11882

KNOW ALL MEN BY THESE PRESENTS, that LA VERN POLLOCK, a married man, hereinafter called the Grantor, for the consideration herein-after stated to the Grantor paid by C. MEL HAYS and VIRGINIA HAYS, husband and wife, hereinafter called the Grantees, does hereby grant, bargain, sell and convey unto the Grantees as tenants by the entirety, the heirs of the survivor and their assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

A tract of land in the SE 1/4 NE 1/4 of Section 3, Twp. 36 S.R. 6 E.W.M., Klamath County, Oregon, more particularly described as follows:

Beginning at the Southeast corner of that certain tract of land which was conveyed to Robert A. Scott et ux by Deed dated November 6, 1965, and recorded November 22, 1965, in Vol. M65 page 3934 of Klamath County, Oregon Deed Records, which said corner is situated on the center line of the private 20 foot wide roadway, which is more particularly described in the Deed to John L. Gross et ux, dated October 12, 1966, and recorded October 20, 1966, in Vol. M66 at Page 10168 of Klamath County Oregon Deed Records; thence, North 13° 59' West along said road center line, which is also the East line of said Scott Tract, a distance of 75.0 feet, more or less, to the Northeast corner of said Scott Tract, which is also the Southeast corner of the tract of land conveyed to William G. Biely et ux by Correction Deed dated May 12, 1968 and recorded June 12, 1968, in Vol. M68 at page 5218 of Klamath County, Oregon Deed Records; thence North 12° 04' West on said road center line, which is also the East line of said Biely Tract a distance of 72.5 feet, more or less, to the point where said road center line intersects the one-sixteenth line between the SE 1/4 NE 1/4 and the NE 1/4 NE 1/4 of said Section 3, which said line is also the South boundary line of Harriman Park, Klamath County, Oregon, and which said point of intersection is also the Northeast corner of said Biely Tract; thence, leaving said road center line and running East on said one-sixteenth line to the Northwest corner of that certain tract of land conveyed to Albert A. Mitchell et ux by deed dated October 2, 1968, and recorded October 3, 1968 in Vol. M68 at Page 8973 of Klamath County, Oregon Deed Records; thence South 2° 17' East along the West line of said Mitchell Tract a distance of 140 feet, more or less, to the Southwest corner of said Mitchell Tract, which is also the Northwest corner of the tract of land conveyed to Clifford Daniel Miller by deed recorded in Vol. M66 at page 11211 of Klamath County, Oregon Deed Records; thence South 79° 11' 40" West a distance of 179.4 feet, more or less, to the point of beginning.

TOGETHER WITH full right of ingress and egress over the above mentioned 20 foot wide roadway to the West Side Highway, and together with an easement for utilities 5 feet in width along the edge of said Highway.

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TOGETHER WITH the perpetual, non-exclusive easement of ingress and egress to the artificially constructed water channel and for ingress and egress by water from and to Harriman Creek on said artificially constructed water channel more particularly described in the instrument recorded October 3, 1968, in Vol. M68 at page 8976 of Klamath County, Oregon Deed Records.

SUBJECT TO: Easements and rights of way of record and those apparent on the land, including said roadway hereinbefore mentioned, and subject to an easement for utilities 5 feet wide across the premises herein conveyed, said easement to be bounded on its Westerly side by the Easterly line of said roadway, and also including the easement for road right of way across the Easterly 15 feet of the premises herein conveyed, more particularly described in said Deed to Albert A. Mitchell et ux recorded October 3, 1968 in Vol. M68 at Page 8973 of Klamath County, Oregon Deed Records, and to the easement for utilities 5 feet in width along the West side of said roadway which is also described in said Mitchell Deed; reservations in United States Patents; Agreements relative to the raising and lowering of the waters of Upper Klamath Lake; Agreement recorded Dec. 19, 1952, in Vol. 258 at Page 287 of Klamath County, Oregon Deed Records, as corrected by Agreement recorded Dec. 27, 1955, in Vol. 280 at page 146 of said Deed Records, prohibiting the use of said premises for any resort or competing commercial use, as more specifically defined in said Agreement, for a period of 30 years from the date of said agreement; and also to the following building and use restrictions, which Grantees, their heirs, grantees and assigns, covenant and agree to observe and comply with, and which shall run with and bind the land herein conveyed for the benefit of the lands in Sec. 3, Twp. 36 S, R. 6 E.W.M., retained by the Grantor, and for the benefit of the tracts in the SE 1/4 NW 1/4 of said Sec. 3 retained by Grantor or William K. Johnson or heretofore conveyed by Grantor or William K. Johnson to other purchasers, and for the benefit of each and every part and parcel of said lands, to-wit:

(1) That said premises will be used solely as a residence or summer homesite;

(2) That said premises shall never be subdivided nor shall any less portion than the whole thereof ever be sold, leased or conveyed;

(3) That no building, except one residence or summer home and the usual and necessary outbuildings thereto, shall ever be erected thereon; that the ground floor of such residence or summer home, exclusive of open porches and garages, shall not be less than 400 square feet; that all construction, finish and materials shall be of first class quality; that all structures, except those finished in shingles, shakes or logs, shall be painted with at least two coats of paint, varnish or stain. External construction of all structures, including the painting thereof, shall be fully completed within two years from the start of said construction;

(4) That no building shall be erected within ten feet of any exterior property line;

(5) That no unlawful, noxious or offensive activity shall be carried on upon said premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

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(6) 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 constructed, used and maintained in conformity with and so as to comply with all applicable laws and regulations;

(7) That the foregoing covenants and restrictions shall be incorporated in and made a part of every deed or conveyance hereafter executed for the purpose of conveying these premises.

TO HAVE AND TO HOLD the above described and granted premises unto the said Grantees, as tenants by the entirety, their heirs and assigns forever.

And Grantor hereby covenants to and with Grantees and the heirs of the survivor and their assigns, that Grantor is lawfully seized in fee simple of the above-granted premises, free from all encumbrances excepting the lien of the real property taxes for the fiscal tax year 1972-1973 which are due but not yet payable, and that Grantor will warrant and forever defend the above granted 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 paid for this transfer stated in terms of dollars is Three Thousand and no/100ths (\$3,000.00) Dollars.

WITNESS my hand and seal this 23 day of August, 1972.

La Vern Pollock
La Vern Pollock

STATE OF OREGON)
) ss. August 23, 1972.
County of Josephine)

BEFORE ME PERSONALLY appeared the above named La Vern Pollock and acknowledged the foregoing instrument to be his voluntary act and deed.

(SEAL)

David F. Schultz
Notary Public for Oregon
My Commission Expires: 6/16/75

STATE OF OREGON, }
County of Klamath } ss.

Filed for record at request of:

SCHULTZ & SALISBURY

on this 17th day of October 1972 A. D.,
at 10:26 o'clock P. M. and duly
recorded in Vol. M 72 of DEEDS
Page 11882

WM. D. MILNE, County Clerk

By Patricia Dugan
Fee \$ 6.00 Deputy.

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