THIS CEMETERY IS AN ENDOWMENT CARE CEMETERY. "Endowment care means the general care and maintenance of all developed portions of the cemetery and memorials erected thereon." (ORS 97-810) (2)

88461

Cemetery Deed

Vol. M74 Page 5498

Know all men by these presents: That ETERNAL HILLS MEMORIAL GARDENS, INC., an Oregon corporation, Grantor, in consideration of the purchase price to it in hand paid, the receipt of which is hereby acknowledged, does hereby grant and convey unto

James L. Sexton and/or Virginia M. Sexton

Grantee, the perpetual use and right, for the sole purpose of human sepulture, of and in the real property situated in the County of Klamath, State of Oregon, described as follows:

Grave(s) No(s) 3 and 4 Lot 53B

Grave(s) No(s) Lot

in Garden of Devotion

ETERNAL HILLS MEMORIAL GARDENS, INC., according to the duly recorded plat thereof now on record in said county and state:

subject to the provisions hereinafter set forth.

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

This conveyance, and all right, title and interest hereby conveyed in the property above-described, is subject to all laws, ordinances, public regulations and rules and regulations of the Grantor, and to conditions, reservations and restrictions, as follows:

1. The Grantor reserves to itself, and to those lawfully within the cemetery, the perpetual right of ingress and egress over the above described real property for the purpose of caring for the same and for passage to and from other burial sites.

2. No transfer, conveyance or assignment of any right or interest of the Grantee in said property or in any portion thereof shall be valid or binding upon the Grantor until recorded on its books.

3. The Grantor has established and shall maintain an endowment care fund, in accordance with the laws of Oregon. A prescribed portion of the consideration paid to the Grantor for this deed and for all other deeds to lots, plots, graves and/or burial rights in Eternal Hills Memorial Gardens, Inc., sold with endowed care, shall be deposited by the Grantor into said fund, the income of which shall be used for the general care, maintenance and embellishment of the cemetery, and shall be applied in such manner as the Grantor may, from time to time, determine to be for the best interest of the cemetery.

4. No monument, memorial or other object extending above the surface of the ground shall ever be erected or placed on the property in which interment rights are hereby conveyed; and no monument, memorial tree, plant, object or embellishment of any kind shall be placed upon, affixed or removed from said property by the Grantee without the written consent of the Grantor. Grantor may remove any tree, shrub or plant, or other object or embellishment that shall become unsightly or dangerous.

5. The Grantor shall not be liable for loss or damage caused by act of God, war, strike, riot, order of any military or civil authority, thieves, vandals, mischief makers or unavoidable accident.

6. The enumeration herein of certain conditions, reservations, restrictions and rules and regulations shall not be considered as the only limitations, but the Grantee shall always hold all his interest and rights limited by and subject to the rules and regulations and bylaws of Grantor now existing or which may be by it prescribed, adopted either by amendment, alteration or the adoption of new ones.

All the above conditions, reservations, restrictions and rules and regulations are for the benefit of the Grantor and Grantee's heirs, devisees, executors, administrators and assigns, and are enforceable only by Grantor or its successors in interest.

The Grantor hereby covenants to and with the Grantee and Grantee's heirs and assigns, that it is lawfully seized in fee simple of the above premises and has a valid right to make this grant and that said real estate is free and clear of all incumbrances, and that it will warrant and defend the above granted use and right to the Grantee and Grantee's heirs and assigns forever. The word "Grantee" as used herein means only assigns who became such in accordance with the provisions hereof.

IN WITNESS WHEREOF, ETERNAL HILLS MEMORIAL GARDENS, INC., pursuant to resolution of its board of directors, duly and legally adopted, has caused these presents to be signed by its president or vice president and secretary or assistant secretary and its corporate seal to be hereunto affixed this 1st day of December, 19 69.

ETERNAL HILLS MEMORIAL GARDENS, INC.

By _____ President

By _____ Secretary

STATE OF OREGON
County of Klamath } ss.

On this 15th day of October, 19 68, before me personally appeared the officers of ETERNAL HILLS MEMORIAL GARDENS, INC., an Oregon corporation, who have signed the above deed, and who, being duly sworn, did say that they are the officers designated therein; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed by said officers and sealed in behalf of said corporation by authority of its board of directors; and said persons acknowledged said instrument to be the voluntary act and deed of said corporation.

Lorene G. Hunter
Notary Public for Oregon

My commission expires 8-30-1968

MAY 2 2 47 PM 1974

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of VIRGINIA M. SEXTON

this 2nd day of MAY A. D., 19 74 at 2:47 o'clock P.M., and duly recorded in Vol. M 74, of DEEDS on Page 5498

WM. D. MILNE, County Clerk

By _____ Deputy

Ref: James Sexton
A1-1 Box 516-B

FEE $2.00

MAY 2 3 10 AM 1974