

5343

## WARRANTY DEED

11071

18-9734-38-9735

THIS INDENTURE WITNESSETH, That WASHBURN ENTERPRISES, INC., an Oregon corporation, herein called "grantor", in consideration of TWENTY-SIX THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS to it paid, has bargained and sold and by these presents does grant, bargain, sell and convey to ORE-CAL GENERAL WHOLESALE, INC., an Oregon corporation, herein called "grantee", its successors and assigns forever, the following-described premises, situated in Klamath County, State of Oregon:

A parcel of land situated in the Northeast corner of Lot 1, Block 6, Tract 1080, WASHBURN PARK, said parcel being more particularly described as follows: Beginning at the Northeast corner of said Lot 1; thence N. 89°55'10" W., along the Southerly right of way line of Crosby Avenue, 250.00 feet; thence S. 00°04'50" W., parallel with Washburn Way, 280.00 feet; thence S. 89°55'10" E., parallel with said Crosby Avenue, 250.00 feet to the Westerly right of way line of Washburn Way; thence N. 00°04'50" E., along the said Westerly right of way line of Washburn Way, 280.00 feet to the point of beginning.

SUBJECT TO: (1) Regulations, levies, liens, assessments, rights of way and easements of South Suburban Sanitary District. (2) Restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, as shown on the recorded plat. (3) Set back provisions as delineated on the recorded plat, 25 feet from the North and East lot line. (4) Easement created by instrument, including the terms and provisions thereof, dated November 10, 1970, recorded November 30, 1970, in Book M-70, Page 10618, in favor of The California Pacific Utilities Company for gas pipelines. (5) 1975-76 real property taxes which are now a lien but not yet due and payable,

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

This grant is made subject to the following conditions and restrictions: (a) Grantee, and any one claiming by, through or under grantee, shall not cause or permit any permanent building, structure or other obstruction, other than signs, gasoline pumps or similar service facilities, to be located or placed on the Easterly 70 feet of said parcel parallel with Washburn Way. Said 70-foot strip shall be maintained in such manner as to permit vehicular traffic to pass on either side of such permitted service facilities in the most direct northerly and southerly direction. (b) Said 70-foot strip shall be reserved for the

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use of the owners and occupants of the above-described property and the owners and occupants of adjoining properties bordering on Washburn Way upon which similar conditions and restrictions are imposed for the use and enjoyment of the owners and occupants, their customers, employees and invitees, for parking of automobiles and access to and egress from said parcels. (c) Grantee, in consideration of the reservation or granting of similar conditions and restrictions upon adjoining properties, agrees to maintain said 70-foot strip in a safe and suitable condition for the uses and purposes herein recited. (d) The foregoing reservation and conditions are deemed to be appurtenant to the parcel herein conveyed for the use and benefit of the owners and occupants, their employees, customers and invitees, of the subject property and the owners and occupants, their customers, employees and invitees, of adjoining properties similarly restricted.

TO HAVE AND TO HOLD said premises unto grantee, its successors and assigns forever. Said grantor does covenant to and with said grantee, its successors and assigns, that it is the owner of said premises, being lawfully seized in fee simple thereof; that said premises are free from all encumbrances, except as stated above; and that it and its successors and representatives will warrant and defend the same from all lawful claims whatsoever.

The true and actual consideration for this transfer is \$26,250.00.

IN WITNESS WHEREOF, WASHBURN ENTERPRISES, INC., pursuant to a resolution of its board of directors, has caused these presents to be signed by its President and Secretary this 25<sup>th</sup> day of September, 1975.

WASHBURN ENTERPRISES, INC.

By Norman A. Turner  
President

By Genevieve Houston  
Secretary

STATE OF OREGON }  
County of KLAMATH } ss. September 25, 1975

Personally appeared DORMAN A. TURNER and JEWELL HUSTON, who, being first duly sworn, did say that they are the President and Secretary, respectively, of WASHBURN ENTERPRISES, INC., an Oregon corporation, and that the foregoing Deed was signed in behalf of said corporation by authority of its board of directors; and they acknowledged said Deed to be its voluntary act and deed.

Before me:

Olava Valera  
NOTARY PUBLIC FOR OREGON  
My commission expires April 8, 1976

SEND TAX STATEMENTS TO:  
ORE-CAL GENERAL WHOLESALE, INC.  
P. O. BOX 664, Klamath Falls, Oregon 97601

*Return as above*

STATE OF OREGON  
Filed for record by Transamerica Title Company  
this 25th day of September, 1975 3:42 P.  
duly recorded in M75 Deeds 11671  
Fee \$9.00

(Warranty Deed - 3)