

A-29023

KNOW ALL MEN BY THESE PRESENTS, made this 7th day of April, 1978, that L. N. GASS, also known as Lloyd N. Gass, Grantor, for the consideration herein after stated, has bargained and sold and by these presents does grant, bargain, sell, and convey unto LEE S. ROSS and KATHY M. ROSS, husband and wife, Grantees, the following-described premises situated in Klamath County, Oregon, to wit:

The Tract of Land situated in TERMINAL CITY, a duly recorded subdivision in Klamath County, Oregon, which is more particularly described as follows:

Beginning at the Southeast corner of Lot 8, Block 12 of Terminal City; Thence, West, along the South boundary of Blocks 12 and 13, 460 feet to the Southwest corner of Block 13; Thence, North, along the East boundary of Juniper Avenue 768 feet to the North boundary of Terminal City; Thence, East, along the North boundary of Terminal City to the Westerly boundary of the Southern Pacific Railroad right-of-way; Thence, Southeasterly, along said Railroad boundary to the point of beginning.

Said Tract of Land being all of vacated Blocks 2, 3, 10, 11, 12, and 13 of said Terminal City, including all of the lots and alleys in said Blocks and all of the portion of North Street adjoining said Blocks 2 and 3, including the intersection of North Street and Plum Avenue, and all of the portion of Cherry Street adjoining said Blocks 2, 3, 10, and 11, including the intersection with Plum Avenue, and all of the portion of Halo Street adjoining Blocks 10, 11, 12, and 13, including the intersections with Plum Avenue; and all of the portion of Plum Avenue adjoining said Blocks 2, 3, 10, 11, 12, and 13, including the intersections with North Street, Cherry Street, and Halo Street but excepting all of said property lying Easterly of the Westerly Boundary of said Railroad right-of-way. All in TERMINAL CITY, Klamath County, Oregon, according to the official plat thereof.

SUBJECT 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 forever run with and bind said Tract of Land herein conveyed for the benefit of all of the land lying North of Center Street in said TERMINAL CITY, to wit:

(1) That all of said land herein conveyed will be used solely as a one-country-estate residential site and that no Module home, Prefabricated, Packaged, or Pre-constructed dwelling house or a Mobile home shall ever be placed, constructed, maintained, or used on said land and that no building except a one-family dwelling house, which shall contain not less than 1,600 square feet, and such appurtenances to and amenities of a one-family residence country estate as a garage, well or pump house, swimming pool, tennis court, hot house, potting sheds, boat, recreational vehicle, and other storage, tool and wood sheds, horse stable, tack room, show ring, dog kennels, and other clean and attractive outbuildings used for the care of family pets and domestic animals or fowl which are kept or raised primarily as hobbies of the residents of the premises and not primarily for commercial purposes and similar private family recreational facilities shall ever be constructed or maintained on said land, and that said Tract of Land shall never be subdivided, nor shall any less portion than all of said Tract of Land ever be sold, leased, or conveyed separate or apart from the remainder of said Tract of Land.

(3) 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 said Tract of Land.

AND, ALSO, SUBJECT TO: Agreement with the California-Oregon Power Company, recorded in Vol. 107 at page 216 of Klamath County, Oregon Deed Records.

The true and actual consideration paid for this transfer is \$8,000.00.

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said Grantees as an Estate by the Entirety forever.

The said Grantor does hereby covenant to and with the said Grantees, and their assigns, that he is the owner in fee simple of said premises and that they are free of all incumbrances, except those above set forth, and any which may have heretofore been created or permitted by the Grantees, and that he will warrant and defend the same from all lawful claims, except as above set forth.

IN WITNESS WHEREOF, he has hereunto set his hand the day and year first  
herein written.

*L. N. Gass*  
L. N. Gass

**L. Cass**

**STATE OF OREGON           )**  
**County of Klamath         ) SS.**

On this 10th day of April, 1978, personally appeared L. N. Gass, who is also known as Lloyd N. Gass, who is known to me to be the identical person described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily. BEFORE ME:

(SEAL)

Notary Public for Oregon

My Commission expires:

UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE  
FOLLOWING ADDRESS: 7/29/91 66 Boes

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Page 2 - WARRANTY DEED

Ref: Jerry Molatore  
432. Morris

426 STATE OF OREGON; COUNTY OF KLAMATH; ss.

for record at request of Klamath County Title Co.

was 13th day of April A. D. 19 78 at 12:15 clock P.M., and

duly recorded in Vol. N73, of Deeds on Page 7637

Wm D. MILNE, County Clerk  
By Lemuel A. Peters

**Fee \$6.00**