

WARRANTY DEED

THIS INDENTURE WITNESSETH, That ORE-CAL GENERAL WHOLESALE, INC., an Oregon corporation, herein called "grantor", in consideration of ONE HUNDRED SIXTY THOUSAND AND NO/100 DOLLARS to it paid, has bargained and sold and by these presents does grant, bargain, sell and convey to FORREST D. MEYST, ROBERT M. NELSON, SR. and EDNA MAE HOUK, as tenants in common as to an undivided one-third interest each, herein called "grantees", their heirs and assigns forever, the following-described premises, situated in Klamath County, State of Oregon:

A parcel of land situated in the NE corner of Lot 1, Block 6, Tract 1080, WASHBURN PARK, more particularly described as follows: Beginning at the NE corner of said Lot 1; thence N. 89°55'10" W., along the southerly right of way line of Crosby Avenue, 250 feet; thence S. 00°04'50" W., parallel with Washburn Way, 165 feet; thence S. 89°55'10" E., parallel with Crosby Avenue, 250 feet to the westerly right of way line of Washburn Way; thence N. 00°04'50" E., along said westerly right of way line of Washburn Way, 165 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, Microfilm Records of Klamath County, Oregon, in favor of California-Pacific Utilities Company,

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) Grantees, and any one claiming by, through or under grantees, shall not cause or permit any permanent building, structure or other obstruction, other than signs, gasoline pumps or similar service facilities, to be placed or located 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

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) Grantees, in consideration of the reservation or granting of similar conditions and restrictions upon adjoining properties, agree 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 the adjoining properties similarly restricted.

Grantees further agree that they, their assigns and personal representatives shall not construct, build or place any permanent structure upon the southerly 10 feet of the above-described parcel.

TO HAVE AND TO HOLD said premises unto grantees, their heirs and assigns forever. Said grantor does covenant to and with said grantees, their heirs 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 \$160,000.00.

IN WITNESS WHEREOF, ORE-CAL GENERAL WHOLESALE, INC., an Oregon corporation, pursuant to a resolution of its board of directors, has caused these presents to be signed by its President and Secretary this 31st day of October, 1975.

ORE-CAL GENERAL WHOLESALE, INC.

By [Signature]
President

By [Signature]
Secretary

10959

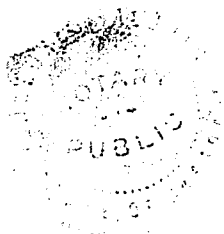
STATE OF OREGON

County of KLAMATH

ss. October 31, 1975

Personally appeared HARRY R. WAGGONER and JEWELL HUSTON, who, being first duly sworn, did say that they are the President and Secretary, respectively, of ORE-CAL GENERAL WHOLESALE, 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:



Delores Baldwin
 NOTARY PUBLIC FOR OREGON
 My commission expires May 13, 1977

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Rohn M. Roberts the 11th day
 of June A.D., 19 91 at 11:06 o'clock A M., and duly recorded in Vol. M91
 of Deeds on Page 10957

FEE \$38.00

Evelyn Biehn County Clerk

By Delores Baldwin

SEND TAX STATEMENTS TO:

Return: Rohn M. Roberts
 101 E. Broadway #400
 Eugene, Or. 97401

(Warranty Deed - 3)

3800