

MTC 1396

23293

BARGAIN AND SALE DEED

Vol. 1396 Page 25261

KNOW ALL MEN BY THESE PRESENTS, That PHILIP L. JENSEN, GEORGE L. HOM AND MERLE HOM

for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto PHILIP L. JENSEN, AS TO AN UNDIVIDED ONE-HALF INTEREST AND GEORGE L. HOM AND MERLE HOM HUSBAND AND WIFE hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

SEE ATTACHED LEGAL DESCRIPTION MADE A PART HEREOF
AND RESTRICTIVE COVENANTS ATTACHED HERETO AND MADE A PART HEREOF

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ OTHER THAN MONEY
However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 8 day of May, 1996;
if a corporate grantor, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by order of its board of directors.

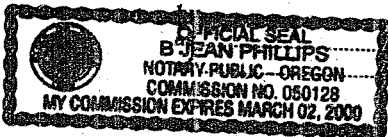
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Philip L. Jensen
George L. Hom
Merle Hom

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on May 8, 1996,
by Philip L. Jensen, George L. Hom and Merle Hom

This instrument was acknowledged before me on _____, 19____,



B. J. Phillips
Notary Public for Oregon
My commission expires 3-2-2000

Grantor's Name and Address

Grantee's Name and Address

After recording return to (Name, Address, Zip):
AmeriTitle attn: Sean

Until requested otherwise send all tax statements to (Name, Address, Zip):

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of _____ }

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____, Record of Deeds of said County.

Witness my hand and seal of County affixed.

NAME TITLE
By _____ Deputy

ACKNOWLEDGMENT

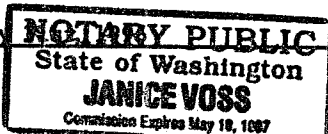
ATTACHED TO and made a part
of

STATE OF WASHINGTON }
County of THURSTON } SS:

I certify that I know or have satisfactory evidence that GEORGE HOM AND MERLE HOM

are the person s who appeared before me, and said person s acknowledged that they
signed this instrument and acknowledge it to be their free and voluntary act for the uses and purposes
mentioned in this instrument.

Dated: July



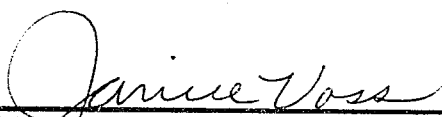

JANICE VOSS
Notary Public in and for the State of WASHINGTON
Residing at OLYMPIA
My appointment expires: 5/18/97

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 3 of PIEDMONT HEIGHTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, RESERVING UNTO THE GRANTORS, THEIR SUCCESSORS AND ASSIGNS, an easement over the Easterly 30 feet thereof for ingress and egress to the following:

Lot 12 of PIEDMONT HEIGHTS, together with that portion of vacated Jones Avenue which inured thereto, AND Lot 17, PIEDMONT HEIGHTS according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, and the N1/2 of vacated Jones Avenue adjoining the South line of said Lot 17, in the County of Klamath, State of Oregon, EXCEPTING from said Lot 17 a tract of land lying North of the Enterprise Irrigation ditch in Lot 17, PIEDMONT HEIGHTS, an addition in Klamath County, Oregon situated in the E1/2 SE1/4 Section 1, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and more particularly described as follows:

Beginning at the Northeast corner of Lot 17; thence South 0 degrees 27' East along a line between Lots 17 and 18 a distance of 146.8 feet to an iron pin; thence North 77 degrees 19' West 109.0 feet to an iron pin; thence North 18 degrees 18' West 113.6 feet to an iron pin which is South 0 degrees 27' East a distance of 15 feet from an iron pin which lies on the line between Lots 17 and 23; thence North 0 degrees 27' West 15 feet to the iron pin which lies on the line between Lots 17 and 23; thence East a distance of 141.0 feet, more or less, to the point of beginning.

SUBJECT TO THE ATTACHED RESTRICTIVE COVENANTS MADE A PART HEREOF

*Subject to that certain creation of
Private Roadway easement recorded in
volume m96 at Page 15123*

Re: Parcel conveyed to Philip L. Jensen, et al

Philip L. Jensen

FROM : GEORGE HOM

PHONE NO. : 1+360+9437437

Jul. 26 1996 09:16AM P2

RESTRICTIVE COVENANTS

The developer has recorded RESTRICTIONS with the deed which will limit your use of the property. The Developer also reserves the right of interpretation of these restrictions.

THE RESTRICTIONS ARE:

1. No lot shall be used except for single family residential purposes. No more than one residential dwelling may be built on each residential lot. No single wide mobile is allowed.
2. There can not be resubdivision of a parcel without the consent of the Developer of this subdivision.
3. No dwelling shall be permitted on any lot at a cost of less than \$50,000.00. The year 1996 being the year of scale either up or down according to housing costs. Once construction of a dwelling has commenced, it must be completed within one year from the date of the building permit. It is the intention and purpose of these covenants to assure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these restrictions are recorded. The total floor areas of the main structure exclusive of basement, one-story porches and garages, shall be not less than 1200 square feet for one-story dwellings, nor less than 1600 square feet for a two-level dwelling.
4. Car repairs are prohibited unless under completed coverage by a permanent structure.
5. No building shall be located on any lot nearer than 10 feet to any interior lot line.
6. Any trade or business within the subdivision is prohibited. No vinous or malt liquor or drugs shall be sold or kept for sale on any lot.
7. No noxious or offensive activity shall be carried on, upon any lot, nor shall anything be done thereon, which may become an annoyance or nuisance to the neighborhood, disturb the peace and quiet thereof or any occupant of the neighboring property.
8. No lot or any part thereof, shall be used, either temporarily or permanently, to store or accumulate used cars, parts therefrom or junk of any kind. Rubbish, trash, garbage, or other waste shall not be kept on any lot except temporarily and all such waste shall be kept in sanitary containers. All incinerators shall be kept in a clean and sanitary condition.
9. All livestock are prohibited. Dogs and cats and other household pets may be kept provided they are not bred or propagated for any commercial purposes. The aforementioned animals must be kept within the confines of the owner's lot. If such animals damage common fences or property of other area lot owners, such damage shall be repaired to the original state by the owners of said animals. No birds may be destroyed, shot or taken on the plat at any time. No game birds may be taken at anytime by any means.
10. No sign of any kind shall be maintained or displayed on any lot except one sign identifying the occupants and address of the dwelling or advertising the property for sale.
11. Should a property owner allow weeds, grass or other material to accumulate on his property to the point that it becomes unsightly and offensive to neighboring property, it can be removed by a court order and the owner shall be charged with all costs. It is the desire of the Hillyard Subdivision that each lot owner be cognizant of his neighbors security. The planting of trees and shrubs is encouraged by not in a manner that obscures other neighbor's established view.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of AmeriTitle the 15th day
of August A.D., 19 96 at 3:36 o'clock PM., and duly recorded in Vol. M96
of Deeds on Page 25261.

FEE \$45.00

Bernetha G. Letsch, County Clerk,
By [Signature]