

JOSEPH MICHAEL HOHMAN,

Grantor(s) hereby grant, bargain, sell, warrant and convey to:
CYNTHIA BOURGEOU and KRISS WESSLING, with the rights of survivorship,
Grantee(s) and grantee's heirs, successors and assigns the following described
real property, free of encumbrances except as specifically set forth herein in
the County of KLAMATH and State of Oregon, to wit:

Parcel 1 of Land Partition 35-98 in Section 13, Township 38 South, Range
8 East of the Willamette Meridian, Klamath County, Oregon.

attached Exhibit "A" and

SUBJECT TO: / all those items of record and those apparent upon the land, if
any, as of the date of this deed and those shown below, if any:
and the grantor will warrant and forever defend the said premises and every
part and parcel thereof against the lawful claims and demands of all persons
whomsoever, except those claiming under the above described encumbrances.

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.

The true and actual consideration for this conveyance is \$ 40,000.00.

Until a change is requested, all tax statements shall be sent to Grantee at the
following address: 925 WILD PLUM DR., KLAMATH FALLS, OR 97601

Dated this 4th day of January, 1999.

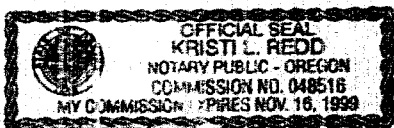
Joseph Michael Hohman
JOSEPH MICHAEL HOHMAN

STATE OF OregonCOUNTY OF KlamathSS. 1/419 99

Personally appeared the above named

JOSEPH MICHAEL HOHMAN

and acknowledged the foregoing instrument to be his voluntary act.



(seal)

Before me:

Kristi L. Reed
Notary Public for OREGON,
My commission expires 11/16/99

ESCROW NO. MT46196-KR

Return to:

CYNTHIA BOURGEOU
925 WILD PLUM DR.
KLAMATH FALLS, OR 97601

ADDENDUM: - 12/17/98

EXHIBIT "A"

Seller - (Joseph Michael Hohman) agrees to the following conditions:

- 1- Seller to allow purchaser access by way of the existing gravel road for purposes of construction only, and any use beyond that period of time would be at the discretion of the owners of the property said road crosses.

Purchasers (Cynthia Bourgeau & Kriss Wessling) agree to the following restrictions:

- 1- The property shall be used for residential purposes only. Home occupations may be permitted provided they are conducted solely within an approved building provided that the home occupation does not generate regular commercial traffic provided that no maintenance, signs, repair, storage, fabrication or salvage of vehicles, materials or equipment occurs on the premises.
- 2- No structures shall be located on the lot nearer than 30 feet from any property line with the exception of property south of Sunset Beach Road.
- 3- ~~The property shall not be developed into multiple family housing.~~ No mobile home or trailer may be used as a residence. No modular homes are to be used as a residence on this lot. Accessory buildings incidental to the main dwelling shall be of similar architectural design, coloring, and materials.
- 4- No structure of a temporary nature shall be used on any lot at any time as a residence, either temporarily or permanently except during construction of main dwelling. This includes tents, shacks, garages, barns, or other outbuildings.
- 5- No type of livestock or poultry shall be permitted. Dogs, cats and horses may be kept provided they are not kept for commercial purposes, and must be confined to the perimeter of each lot.
- 6- The lot shall not be used for the storage of any property or thing that will cause the lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance be kept that emits foul odors, or that will cause any noise disturbing the peace, quiet, comfort or serenity of the neighborhood.
- 7- All dwellings shall be completed within nine (9) months after beginning of construction.
- 8- No structure may be more than 30 feet in height. (Measured from the main floor - excludes basement). No "Ham" antennas may be placed on the lot.

Sellers Signature:Joseph Michael Hohman Date: 12-17-98.Purchasers Signature:Kriss Wessling Date: 12/17/98.Cynthia Bourgeau1/4/99

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ Ameri title
 of _____ January _____ A.D., 19 99 at _____ 11:16 o'clock _____ A. M., and duly recorded in Vol. _____ M99 day
 of _____ Deeds _____ on Page _____ 160

FEE \$35.00

Linda Smith, County Clerk

By Kathleen Ross