

2015-000988

Klamath County, Oregon

02/04/2015 11:15:01 AM

Fee: \$72.00

LIMITED WARRANTY DEED

SPACE ABOVE RESERVED FOR RECORDER

Prepared under local supervision by:

Matthew E. Kopko, Esq. @ Simpson Thacher & Bartlett LLP
425 Lexington Ave, NY, NY 10017

Record and return to:

Chicago Title #14002004-M6-NJM
711 Third Ave, #500, NY, NY 10017

Site #:

See annexed SCHEDULE A

Real property tax bills to be sent to:

Grantee as defined herein

Instrument:

Limited Warranty Deed (or Quitclaim Deed as to MA & TN) --- [For use in CA, FL, GA, IA, ID, OK, MA, MT, NM, OH, OR, TN, UT & WA]

Dated:

As of the earliest notary date, but effective as of 1/30/15

Grantor:

Motel 6 Operating L.P., a DE limited partnership, with office at 4001 International Parkway, Carrollton, TX 75007

Grantee:

G6 Hospitality Property LLC, a DE limited liability company, with office at 4001 International Parkway, Carrollton, TX 75007

Nature of Instrument:

This Instrument is between related entities without consideration (other than the nominal consideration recited hereinafter) or change in beneficial interest.

Witnesseth:

That the Grantor, in consideration of the sum of \$1 (or as otherwise provided on Schedule of Consideration, if annexed) paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, convey, transfer, assign and warrant (except as to TN where only "remise, release and quitclaim", and subject to the below Warranty as to the Premises Conveyed Herein, and with quitclaim covenants as to MA) unto Grantee, its successors and assigns, all of its estate, right, title and interest in and to that certain plot, piece or parcel of land (together with the buildings and improvements thereon erected) described on SCHEDULE A hereto (the "Premises").

Together with:

All right, title and interest (if any) of Grantor in and to any streets and roads abutting the Premises to the center line thereof, as well as any gaps, strips or gores on, around or within the Premises.

Together with:

All right, title and interest (if any) of Grantor in and to any hereditaments and appurtenances, and all of the estate and rights of Grantor.

To have and to hold:

The Premises herein conveyed unto the Grantee, its successors and assigns forever.

Warranty as to the Premises Conveyed Herein:

Notwithstanding anything to the contrary, Grantor only covenants with Grantee that:

1. Grantor is lawfully seized of the fee simple title;
2. The fee simple title is free from all encumbrances, except (a) easements, covenants, conditions, reservations, restrictions, rights of way, liens, grants, mineral rights, reversionary interests and all other rights, titles or interests in or to the Premises, if any, disclosed by the public records, (b) real estate taxes and assessments, both general and special, which may be a lien and which are either (i) not due and payable as of the date of this instrument, or (ii) are due and payable, but not delinquent, as of the date of this instrument
3. Rights or claims of tenants, if any, as tenants only;
4. Matters which would be disclosed by an accurate land survey;
5. Zoning, building and other land use laws, ordinances and regulations; and
6. Grantor has a good right and lawful authority to sell and convey the fee simple title.

Subject to the foregoing, Grantor warrants the fee simple title to immediate Grantee only (i.e. shall not extend any successor grantee) and Grantor will defend the fee simple title from all lawful claims of immediate Grantee only.

In witness whereof:

The undersigned, pursuant to proper authority, has duly executed, acknowledged and delivered this instrument as of the day and year first above written.

Motel 6 Operating L.P., a Delaware limited partnership

By: G6 Hospitality LLC, a Delaware limited liability company, its general partner

By: _____

Name: Amy Lancaster

Title: Vice President

Witness #1 --- As to Premises in FL & GA:

Name: _____

Witness #2 --- As to Premises in FL & GA:

Name: _____

Notary Public --- As to Premises in GA:

Notary Public --- Commission expires 8/11/18

KARA R. KRAKOWER
Notary Public, State of New York
No. 01KR6309562
Qualified in New York County
Commission Expires Aug. 11, 2018

The following acknowledgment page, including notary execution, is hereby incorporated by reference into this page as if set forth hereon in its entirety.

MA Note:

Person executing on behalf of LLC must be specifically named as authorized signatory for real estate transactions in the MA Long Form Certificate of Legal Existence

COUNTY OF NEW YORK, STATE OF NY:

Multi-State-Acknowledgment:

On 12/1/14, before me, the undersigned officer, personally appeared Amy Lancaster personally known and acknowledged himself / herself to me (or proved to me on the basis of satisfactory evidence) to be the Vice President of the foregoing executing entity (hereinafter, the "Entity") and that as such officer, being duly sworn, and being authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the due execution of the foregoing instrument for the purposes therein contained, by signing the name of the Entity by himself / herself in his / her authorized capacity as such officer as his / her free and voluntary act and deed and the free and voluntary act and deed of said Entity. *** Witness my hand and official seal.

Uniform Acknowledgment --- Supplemental to the foregoing acknowledgment:

On 12/1/14, before me, the undersigned, a Notary Public in and for said State, personally appeared Amy Lancaster, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their authorized capacity(ies), and that by his / her / their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. *** Witness my hand and official seal.

Chester Coch

Notary Public --- My commission expires ___/___/___

CHESTER S. COCHRANE
Notary Public, State of New York
No. 01CO6309996
Qualified in New York County
Commission Expires August 18, 2018

Statutory Exemption Recital:

This Instrument is exempt from transfer and/or recording tax pursuant to the provisions of [n/a] of the laws of the state in which the Premises are situated.

OR-Addendum --- Section 93.040 Warning:

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 INSTRUMENTS, THE PERSON ACQUIRING TITLE TO THE PROPERTY (A/K/A GRANTEE) SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY PROVED USES.

SCHEDULE A:
LEGAL DESCRIPTION

Site #226: 5136 South 6th St., Klamath Falls, OR
Klamath County

Legal Description

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF Oregon, COUNTY OF Klamath, CITY OF Klamath Falls, DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN LOTS 3, 4, 5 AND 11 OF KIELSMEIER ACRES TRACTS, A PLAT OF RECORD IN KLAMATH COUNTY, OREGON, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN LOT 4 WHICH IS NORTH 89°53'55" WEST 130.00 FEET AND SOUTH 00°12'15" WEST 10.00 FEET FROM THE NORTHEAST CORNER OF SAID LOT 5, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF SOUTH SIXTH STREET; THENCE SOUTH 00°12'15" WEST, PARALLEL WITH THE EAST LINE OF SAID LOT 4, A DISTANCE OF 190.00 FEET; THENCE SOUTH 45°00'00" EAST A DISTANCE OF 15.51 FEET; THENCE SOUTH 00°12'15" WEST, PARALLEL WITH THE EAST LINE OF SAID LOT 4, A DISTANCE OF 154.01 FEET TO THE SOUTH LINE OF SAID LOT 11; THENCE NORTH 89°52'00" WEST ALONG SAID LINE A DISTANCE OF 178.00 FEET; THENCE NORTH 00°12'15" EAST A DISTANCE OF 104.00 FEET TO THE NORTH LINE OF SAID LOT 11; THENCE SOUTH 89°52'00" EAST ALONG SAID NORTH LINE A DISTANCE OF 25.05 FEET TO A POINT NORTH 89°52'00" WEST 30.00 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTH 00°12'15" EAST, PARALLEL WITH AND 30 FEET WESTERLY OF THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 250.87 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID SOUTH SIXTH STREET; THENCE SOUTH 89°53'55" EAST, 141.95 FEET TO THE POINT OF BEGINNING, WITH THE BEARINGS BASED ON THE RECORD OF SURVEY NO. 1852.

APN #: R521849 AND P14479

COMMONLY KNOWN AS: 5136 S 6TH ST, KLAMATH FALLS, OR 97603