

Ed Staub & Sons
Petroleum
Returned at Counter

2016-004242

Klamath County, Oregon



00185594201600042420050054

04/27/2016 09:05:18 AM

Fee: \$62.00

After recording return to:

City of Klamath Falls
500 Klamath Avenue
Klamath Falls, OR 97601

RESTRICTIVE COVENANT

Known all men by these presents that SOS Family, LLC (Property Owner), hereby grants this restrictive covenant in favor of the City of Klamath Falls, and for the benefit of the public, prohibiting the individual sale of any parcels, or any portion thereof, legally described in Exhibit A and Exhibit B. The intent of this Restrictive Covenant is to ensure that all parcels (Lots 17, 18, 19, 20, 21, 22, 23 of Block 19 in the Second Railroad Addition of Klamath Falls and an additional parcel of land contiguous and south of aforesaid lot 23) more particularly and inclusively described in Exhibits A and B are "held together by a single property owner," as required by the City of Klamath Falls City Engineering and Planning Standards. This Restrictive Covenant shall be binding on and inure to the benefit of SOS Family, LLC (Property Owner), the City and their respective successors and assigns. By signing below, the City of Klamath Falls accepts the grant of restrictive covenant made herein.

By: 

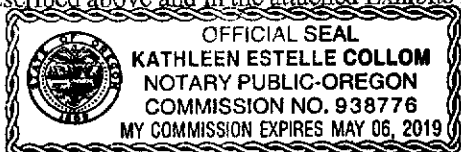
Name: Brad Staub

Title of Authorized Representative: Vice Pres

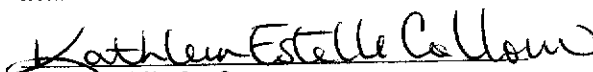
STATE OF OREGON)

County of Klamath) ss.

Subscribed and acknowledged before me this 27th day of April, 2016 by Brad Staub, as the authorized representative for SOS Family, LLC as property/title owner of the above described properties described above and in the attached Exhibits A and B, as his/her/their voluntary act and deed.



BEFORE ME:


Notary Public for Oregon
My Commission Expires: May 6, 2019

ACCEPTED BY THE CITY OF KLAMATH FALLS

By: 

Nathan Cherpeski, City Manager

Attest: 

Elisa Olson, City Recorder

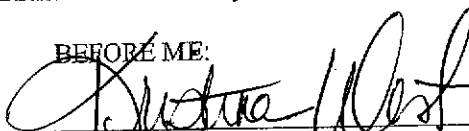
STATE OF OREGON)

County of Klamath) ss.

On the 27th day of April, 2016, personally appeared Nathan Cherpeski and Elisa D. Olson, who, each being first duly sworn, did say that the former is the City Manager and the latter is the City Recorder of the City of Klamath Falls, an Oregon municipal corporation, and that this instrument was signed on behalf of said municipal corporation; and each of them acknowledged said instrument to be the City's voluntary act and deed.



BEFORE ME:


Notary Public for Oregon
My Commission Expires: 04/15/2016

Amertitle
4724 AM

RETURN TO:
Brandsness, Brandsness & Rudd, P.C.
411 Pine Street
Klamath Falls, OR 97601

MAIL TAX STATEMENTS:
SOS Family, LLC
P.O. Box 805
Klamath Falls, OR 97601

2016-000549
Klamath County, Oregon
01/20/2016 11:10:05 AM
Fee: \$47.00

- TRUSTEE'S DEED -

THIS INSTRUMENT, Dated January 14, 2015, between Michael P. Rudd, hereinafter called trustee, and SOS Family, LLC, an Oregon limited liability company, hereinafter called the second party;

WITNESSETH:

RECITALS: South Star Oil Co., an Oregon general partnership, as grantor, executed and delivered to Andrew C. Brandsness, as trustee, for the benefit of C.C. Webb-Bowen & Marie R. Webb-Bowen, husband and wife, as beneficiary, a certain trust deed dated February 16, 2006, duly recorded on March 3, 2006, in the mortgage records of Klamath County, Oregon, in book/reel/volume No. M06, at page 03965. In that trust deed the real property therein and hereinafter described was conveyed by the grantor to the trustee to secure, among other things, the performance of certain obligations of the grantor to the beneficiary. The grantor thereafter defaulted in performance of the obligations secured by said trust deed as stated in the notice of default hereinafter mentioned and such default still existed at the time of the sale hereinafter described.

By reason of said default, the owner and holder of the obligations secured by said trust deed, being the beneficiary therein named, or his successor in interest, declared all sums so secured immediately due and owing. A notice of default containing an election to sell the real property and to foreclose the trust deed by advertisement and sale to satisfy the asserting grantor's obligations was recorded on August 28, 2015, in the Records of Klamath County, in Volume 2015, Page 009583, to which reference now is made.

After the recording of notice of default, the undersigned trustee gave notice of the time for and place of sale of said real property as fixed by the trustee and as required by law. Copies of the Notice of Sale were served pursuant to ORCP 7D(2) and 7D(3) or mailed by both first class and certified mail with return receipt requested, to the last known addresses of the persons or their legal representatives, if any, named in ORS 86.764(1) and 86.764(2)(a), at least 120 days before the date the property was sold. A copy of the notice of sale was mailed by first class and certified mail with return receipt requested to the last known address of the fiduciary or personal representative of any person named in ORS 86.764(1), promptly after the trustee received knowledge of the of the disability, insanity or death of any such person. Copies of the notice of sale were served in accordance with ORS 86.774(1) upon occupants of the property described in the trust deed at least 120 days before the date the property was sold. If the foreclosure proceedings were stayed and released from the stay, copies of an amended notice of sale in the form required by ORS 86.782(5) were mailed by registered or certified mail to the last known address of those persons listed in ORS 86.764 and 86.774(1) and to the address provided by each person who was present at the time and place set for the sale which was stayed within 30 days after the release from the stay. The trustee published a copy of the notice of sale in a newspaper of general circulation in each county in which the said real property is situated, once a week for four successive weeks. The last publication of the notice occurred more than twenty days prior to the date of sale. The mailing, service and publication of the notice of sale are shown by affidavits and/or proofs of service duly recorded prior to the date of sale in the county records, those affidavits and proofs, together with the Notice of Default and Election to Sell and the notice of sale, being now referred to and incorporated in and made a part of this deed as if fully set forth herein. The undersigned trustee has no actual notice of any person, other than the persons named in those affidavits and proofs as having or claiming a lien on or interest in the real property, entitled to notice pursuant to ORS 86.764(1)(b) or (1)(c).

The true and actual consideration for this conveyance is \$1,526,582.31.

The undersigned trustee, on January 12, 2016, at the hour of 10:00 a.m., in accord with the standard of time established by ORS 187.110, and at the place so fixed for sale, in full accordance with the laws of the State of Oregon and pursuant to the powers conferred upon the trustee by said trust deed, sold the real property in one parcel at public auction to the second party for the sum of

\$1,526,582.31, the second party being the highest and best bidder at the sale, and that sum being the highest and best sum bid for the property.

NOW THEREFORE, in consideration of the said sum so paid by the second party in cash, the receipt whereof is acknowledged, and by the authority vested in said trustee by the laws of the state of Oregon and by said trust deed, the trustee does hereby convey unto the second party all interest which the grantor had or had the power to convey at the time of grantor's execution of the trust deed, together with any interest the grantor or his successors in interest acquired after the execution of said trust deed in and to the following described real property, to-wit:

PARCEL 1: Lots 17, 18 and 19, in Block 19 of SECOND RAILROAD ADDITION to the City of Klamath Falls, according to the official plat thereon on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 2: Lots 20, 21 and 22, in Block 19 of SECOND RAILROAD ADDITION to the City of Klamath Falls, according to the official plat thereon on file in the office of the County Clerk of Klamath County, Oregon.

TO HAVE AND TO HOLD the same unto the second party and the second party's successors in interest and assigns forever.

In construing this instrument and whenever the context so requires, the singular includes the plural; "grantor" includes any successor in interest to the grantor, as well as each and every other persons owing an obligation, the performance of which is secured by the trust deed; "trustee" includes any successor trustee; "beneficiary" includes any successor in interest of the beneficiary first named above, and "person" includes a corporation and any other legal or commercial entity.

IN WITNESS WHEREOF, the undersigned trustee has hereunto executed this document.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT DOES 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, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

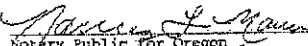
DATED: January 14, 2016


Michael P. Rudd, Successor Trustee

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared before me this 14 day of January, 2016, Michael P. Rudd and acknowledged the foregoing instrument to be his voluntary act and deed.




Notary Public for Oregon
My Commission expires: 9-7-19

Returned @ County

After recording return to:

DONALD R. CRANE
Attorney at Law
37070 Highway 62
Chiloquin, OR 97624

Until a change is requested all tax statements
shall be sent to the following address:

SOS Properties *Attn: Kathy Eates*
PO Box 11824
Altamonte, CA 94101

2012-004708

Klamath County, Oregon



00117653201200047080026029

08/04/2012 11:29:03 AM

Fee: 542.00

WARRANTY DEED

Edwin J. Clough III, Grantor, conveys and warrants to SOS Properties, a California Partnership,
Grantee, the following described real property free of encumbrances except as specifically set forth herein:

Lot 23, Block 19, SECOND RAILROAD ADDITION TO THE CITY OF KLAMATH
FALLS, according to the official plat thereof as filed in the office of the County
Clerk, Klamath County, Oregon.

ALSO that portion of the Northwest Quarter of the Southwest Quarter of Section
33, Township 38 South, Range 9 East of the Willamette Meridian, in the County of
Klamath, State of Oregon, being more particularly described as follows:

Beginning at a point 1136.5 feet South of the Southwest corner of Block 11 in
Railroad Addition to the City of Klamath Falls, Oregon, according to the duly recorded
plat in the office of said Klamath County; thence East 150 feet to the right of way of the
California Northeastern Railroad; thence South 150 feet to the North side of the County
Road; thence North 55 degrees West along said County Road 183 feet; thence North 45
feet to the place of beginning.

ALSO that portion of vacated South 6th Street more particularly described as
follows: Beginning at a point where the East line of Spring Street in the City of Klamath
Falls, Klamath County Oregon, intersects the Northerly line of South 6th Street, thence
along the East line of Spring Street extended, Southerly to a point on the center line of
South 6th Street, which line lies 30 feet Southerly, when measured at right angles to the
Northerly line of South 6th Street; thence Southeasterly and parallel to the Northerly line
South 6th Street to a point where it intersects the East line of Block 19, Second Railroad
Addition extended; thence North along said extended East line of said Block 19 to the
Northerly line of South 6th Street; thence Northwesterly along the Northerly line of
South 6th Street to the point of beginning.

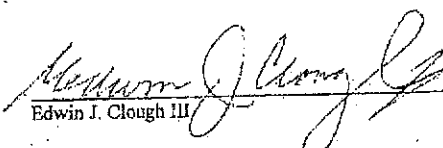
The true consideration for this conveyance is \$-0-. However, the actual consideration consists of
or includes other property or value given or promised which is the whole of the consideration.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE
TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300,
195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007,
AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009. THIS INSTRUMENT DOES
NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF

Warranty Deed, Page 1

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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424; OREGON LAWS 2007, AND SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009."

Dated this 4th day of May, 2012.


Edwin J. Clough III

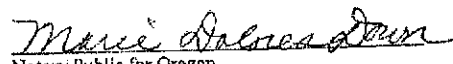
STATE OF OREGON)

) ss.

County of Klamath)

On this 4th day of May, 2012, personally appeared before me the above named Edwin J. Clough III and acknowledged the foregoing instrument to be his voluntary act and deed.




Notary Public for Oregon

My commission expires: 5-23-2014

Edwin J. Clough III,

Grantor,

to:

SOS Properties, a California Partnership,

Grantee.

Warranty Deed, Page 2