MELVIN W. EVANS and CHARLOTTE L. EVANS, husband and wife, and EDWARD C. HEMITON and MARY JANE HEMITON, husband & wife, hereafter called grantor, convey to ERNEST A. HILL and LORNA J. HILL, husband and wife, all that real property situated in the County of Yamhill, State of Oregon, described as:

Lot 2, DELMONT SUBDIVISION, Yamhill County, Oregon-------

and covenant(s) that grantor is the owner of the above described property free of all encumbrances except

Conditions and Restrictions as attached hereto and hereby made a part hereof.

and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is $ 7,000.00.

Dated this 30th day of May, 1974.

MELVIN W. EVANS
CHARLOTTE L. EVANS
STATE OF OREGON, County of Washington

Edward C. Hewitson
MARY JANE Hewitson

May 1974, personally appeared the above named parties and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

[Signature]
Notary Public for Oregon
My commission expires: May 5, 1976

The dollar amount should include cash plus all encumbrances existing against the property to which the property remains subject or which the purchaser agrees to pay or assume.

If consideration includes other property or value, add the following: “However, the actual consideration consists of or includes other property or value given or promised which is part of the/the whole consideration.” (Indicate which)

STATE OF OREGON,

) ss. 29108

County of Yamhill

I certify that the within instrument was received for record on the 30th day of May, 1974 at 2:57 o’clock P.M. and recorded at book: 100
on page: __ Records of Deeds of said County.

Witness my hand and seal of County affixed.

Wayne Weiker, County Clerk

Title

By ___________________________ Deputy
The following Conditions and Restrictions are hereby incorporated by reference into the attached Contract and expressly made a part thereof:

No old buildings shall be moved on said property.

No permanent mobile home residence. No noxious or offensive trade shall be carried on upon any tract, nor shall anything be done thereon which may bear become annoyance or nuisance to the neighborhood. All building exteriors shall be completed and painted within one and one-half years from the time construction is commenced. All dwellings must be 1,000 square feet or more on the main level.

All animals shall be reasonably controlled to avoid their being a nuisance to other homeowners. All homesites will be maintained in a reasonable and neat manner with no rubbish, unused automobiles and so forth.

No buildings, permanent or temporary, may be located within 40 feet of the front property line or 25 feet from the side property lines or the back property line.

All buildings not attached to the dwelling must maintain a 75 foot setback from the front line and a 50 foot setback from all other property lines.

All protective covenants and all conditions enumerated in this instrument shall run with the land and shall be binding on all parties and all persons claiming under them until January 18, 1988, at which time said protective covenants and said conditions shall be automatically extended for successive periods of ten years, unless, it is agreed upon to terminate or amend said conditions and restrictions in whole or in part by the then owners by not less than two-thirds in area of the whole said property.
Know all men by these presents, That MELVIN W. EVANS and CHARLOTTE L. EVANS, husband and wife, and EDWARD C. HEMITSON and MARY JANE HEMITSON, husband and wife, hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by JOHN R. MILLER and HELEN C. MILLER, husband and wife, hereinafter called the grantee, do hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the improvements, hereinafter described, and appurtenances thereto belonging or appurtening, situated in the County of Yamhill and State of Oregon, described as follows, to wit: Lot 6, DELMONT SUBDIVISION, in Yamhill County, State of Oregon.

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

And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above described premises, free from all encumbrances.

and that

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.

The true and actual consideration paid for this transfer, stated in terms of dollars is $7917.59

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 20th day of November, 1976, if a corporate grantor, it has caused its name to be signed and sealed affixed to its officers, duly authorized thereto by order of its board of directors.

[Signature]
MELVIN W. EVANS
[Signature]
CHARLOTTE L. EVANS
[Signature]
EDWARD C. HEMITSON
[Signature]
MARY JANE HEMITSON

WASHINGTON
STATE OF WASHINGTON
County of Washington

Personally appeared the above named MELVIN W. EVANS, CHARLOTTE L. EVANS, EDWARD C. HEMITSON and MARY JANE HEMITSON and acknowledged the foregoing instrument as their voluntary act and deed.

Notary Public for Washington
My commission expires 10-30-77

[Seal]
[Signature]
Notary Public for Oregon
My commission expires 03/05/77

[Seal]
[Signature]
Notary Public for Oregon
My commission expires 04/01/77

[Seal]
[Signature]
Notary Public for Oregon
My commission expires 03/01/77

47557
STATE OF OREGON
County of Yamhill
11/20/1976

State of Oregon, I certify that the within instrument was received for record on the 24th day of November, 1976, at 3:53 o'clock P.M. and recorded in book 116, page 690, as an [Register of Deeds, County Clerk]

[Signature]
WANDA CATT, COUNTY CLERK

[Signature]
Deputy

[Signature]
Recording Officer
The following Conditions and Restrictions are hereby incorporated by reference into the attached Warranty Deed and expressly made a part thereof:

No old building shall be moved on said property. No permanent mobile home residence. No noxious or offensive trade shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All building exteriors shall be completed and painted within one and one-half years from the time construction is commenced. All dwellings must be 1,000 square feet or more on the main level.

All animals shall be reasonably controlled to avoid their being a nuisance to other homeowners. All homesites will be maintained in a reasonable and neat manner with no rubbish, unused automobiles and so forth.

No building, permanent or temporary, may be located within 40 feet of the front property line or 25 feet from the said property lines or the back property line.

All buildings not attached to the dwelling must maintain a 75 foot setback from the front line and a 50 foot setback from all other property lines.

All protective covenants and all conditions enumerated in this instrument shall run with the land and shall be binding on all parties and all persons claiming under them until January 18, 1988, at which time said protective covenants and said conditions shall be automatically extended for successive periods of ten years, unless, it is agreed upon to terminate or amend said conditions and restrictions in whole or in part by the then owners by not less than two-thirds in area of the whole said property.
The following Conditions and Restrictions are hereby incorporated by reference into the attached Warranty Deed and expressly made a part thereof:

No old building shall be moved on said property. No permanent mobile home residence. No noxious or offensive trade shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All building exteriors shall be completed and painted within one and one-half years from the time construction is commenced. All dwellings must be 1,000 square feet or more on the main level.

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All protective covenants and all conditions enumerated in this instrument shall run with the land and shall be binding on all parties and all persons claiming under them until January 18, 1988, at which time said protective covenants and said conditions shall be automatically extended for successive periods of ten years, unless, it is agreed upon to terminate or amend said conditions and restrictions in whole or in part by the then owners by not less than two-thirds in area of the whole said property.
EXHIBIT NO. ____

1. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller Lot ____ Block ____ all in the duly recorded plat of ____________________, City of ________________, County of Yamhill and State of Oregon.

A "developed" lot and the state to which the lots are to be developed before the delivery date hereinafter specified, means a standard fully improved lot (with utilities for the plat as elsewhere described), said lot having final and unconditional subdivision approval from the City, County and/or State to the extent that such approvals are required by law. But such "developed" lot shall not include the completion of the asphaltic surfacing of the roads as a condition precedent for the closing date hereinafter specified.

2. The Buyer shall comply with the approved drainage plan, and any other governmental requirements applicable to the construction of dwellings within the development, including but not limited to the Fair Housing Marketing Plan. In performing and grading, site improvement work on said lands.
Seller such costs promptly upon receipt from Seller or a bill for such work. Buyer has determined that the lot corner markers are in place as of this date as of this date and Seller assumes no further responsibility for same.

3. The Seller shall install utilities for the plat to include storm and sanitary sewer, water, electricity, and telephone. All utilities shall be brought up to the property line, or to the standard connection points normally provided by the utility company or governmental agency providing such utilities. All utility connection fees, building permit fees and installation of sidewalks where required, shall be the obligation of the Buyer. All curbs and asphalt roads internal to the lot shall be the obligation of the Buyer. It is understood and agreed that Seller shall not be required to complete the blacktopping of the roads until weather conditions permit.

It is understood that the Seller is not obligated to grade or clear or to in any way alter the existing grade elevations of any of the lots encompassed within the scope of this agreement. However, in the course of installing streets and other utilities, it may be necessary for the Seller
insurance policy premium shall be paid by Seller.

IN WITNESS WHEREOF, the parties have executed this agreement this __________ day of ____________, 1979.

BUYER ___________________________ SELLER ___________________________