

STATE OF OREGON,
COUNTY OF KLAMATH, ss.
CITY OF KLAMATH FALLS,

I, Frank A. Blackmer, Police Judge of the City of Klamath Falls, Oregon, do hereby certify that the foregoing is a true and correct copy of the whole of an ordinance passed and adopted by the Common Council of the City of Klamath Falls, Oregon, at its regular meeting, held on the 23rd day of January, 1956, and thereafter approved and signed by the Mayor, and attested by the Police Judge.

Frank A. Blackmer
Police Judge

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of

this 23 day of Jan A.D. 1956 at 1:10 o'clock P.M., and
duly recorded in Vol. 280 of Ord on Page 445.

CHAS. F. DELAP, COUNTY CLERK

James Wilson Deputy

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FORM No. 711-TIMBER DEC.

7261 VOL. 280 PAGE 448

KNOW ALL MEN BY THESE PRESENTS, That PASS CREEK SAWMILL, INC., an Oregon corporation,

in consideration of FIVE THOUSAND, FIVE HUNDRED (\$5,500.00) Dollars,

to it, paid by G. R. Ohlsen

do hereby grant, bargain, sell and convey unto said G. R. Ohlsen, his

heirs, executors, administrators and assigns, forever, all the merchantable timber, said

timber lying, standing or being upon all that certain tract of land in the County of Klamath, State of Oregon, described as follows, to-wit:

The East half of the Northwest quarter lying Easterly of the Oregon State Highway #58; the West half of the Northeast quarter; the Southeast quarter of the Northeast quarter; and that portion of the Southeast quarter lying easterly of the Oregon State Highway #58, all being in Section 7, Township 24 South, Range 7 East of the Willamette Meridian, in Klamath County, State of Oregon.

together with the right to enter upon said land and cut and remove therefrom at any time within five (5) years from date hereof the timber herein conveyed, hereby granting the right to cut such other timber and make such other alterations on said land as may be required in the cutting and removal of said timber.

To Have and to Hold the same to the said G. R. Ohlsen, his

heirs, executors, administrators and assigns for and during the term aforesaid, with the exclusive right of occupancy of said lands, said first party covenanting not to enter upon said lands during said term for any purpose whatsoever, except as follows: at all reasonable times

while the herein granted timber remains uncut, and said party of the first part, his heirs, executors, administrators and assigns, does hereby covenant with the said party of the second part, his heirs, executors, administrators and assigns that he is well seized in fee of the lands aforesaid; that the same are free from incumbrances.

All taxes hereafter levied against said lands and that may become payable during said term are to be paid by the second party previous to the day appointed by law for the sale of said lands for school, town, county or state taxes. Provided, that written notice of lands cut and surrendered of title to remaining timber on said lands so cut, served upon the said party of the first part by the party of the second part, on or before the first day of July of any year during the life of this agreement, will relieve and excuse said party of the second part from further payment of taxes on lands so cut and released; and it is expressly agreed, that the depositing by said second party of said written notice in any United States post office, addressed to the last known address of the first party, with postage prepaid, shall constitute service of said notice aforesaid.

And the above described lands, premises and property, in the quiet, peaceable and exclusive possession of the second party, his heirs, executors, administrators, and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, the said part of the first part will warrant and defend.

Witness hand and seal this day of January, 1956.

PASS CREEK SAWMILL, INC. (SEAL)

By *W. W. Gray* (SEAL)
President

(SEAL)

(SEAL)