

WHEREAS, By Order of the Assistant Secretary of the Interior, dated August 30, 1963, approved by Act of August 20, 1964 (P.L. 88-456, 78 Stat. 554) it was determined that \$306,980.37 construction costs and \$66,064.30 operation and maintenance costs of the Modoc Point Unit Irrigation Project of the Bureau of Indian Affairs would be canceled:

"...provided the landowners execute contracts with the Secretary of the Interior for payment to the United States of \$50 per acre in construction costs against class 2 and 3 lands over a 50 year repayment period or that part which remains unpaid at the time the order becomes effective, make such contracts a first lien against the land, and file or record them in the appropriate county records."

and

WHEREAS, the United States reserved by the patent issued for the herein-after described property, a first and prior lien for such charges; and

WHEREAS, the Secretary of the Interior is authorized to prescribe the other terms and conditions of such contracts.

THE UNDERSIGNED OWNERS of the following described lands in Klamath County, Oregon: N $\frac{1}{2}$ Lot 13 & N $\frac{1}{2}$ Lot 14, Sec. 4-36-7

formerly a part of the Klamath Indian Reservation as Allotment No. 1201, for which the patent was recorded October 31, 1958 at Book 305, page 555, Klamath County Deed Records, containing 20.00 acres of which 12.20 acres were a part of the 5501.94 acres of class 2 and 3 irrigable lands designated by the public notice published in the Federal Register on November 11, 1959, as irrigable lands hereby do agree to pay to the United States the sum of \$ 521.80 as construction costs at the rate of \$50 per irrigable acre for said class 2 and 3 lands, which sum shall be paid in no more than 50 equal annual installments, without interest if paid when due, but bearing interest on all past due installments at 6% per annum. The first of such installments is to be paid on or before January 1, 1966 and a like installment is to be paid on or before the 1st day of each year thereafter until said 50 installments are paid, and if any of said installments be not paid when due, all remaining installment amounts may be declared to be due and payable and payment thereof enforced in the same manner as real estate mortgages are enforced in the State of Oregon.

It is further agreed by the undersigned that the United States now has by the terms of the above described patent a first and prior lien against the above described lands and that such lien shall continue and be retained by the United States as security for the above stated sum, but upon the express condition that such lien shall be a separate lien as to such lands and no liability for any other charges for said project, or for delinquencies in payments by other tracts, may be asserted against this land, and that full payment of the amount above set forth shall release this tract from said lien and from any further liability to the United States, it being the intention of the parties that the lien herein provided is and shall be a separate and individual lien and not joint with any other tract or tracts of land.

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The undersigned landowners further agree that the ditches, structures, and facilities of the Modoc Point Unit Irrigation Project may be transferred by the United States to such quasi-municipal corporation organized under the laws of the State of Oregon as the landowners of said project may agree upon, and that the United States hereby is released from any responsibility further to operate or maintain said Modoc Point Unit Irrigation Project in whole or in part.

This agreement shall run with the above described lands and bind the heirs, executors, administrators and assigns of the owners of said lands.

APPROVED AS TO FORM: January 13, 1965
By Stewart L. Udall, Secretary of Interior
Executed in accordance with authority
delegated by the Commissioner in Office
letter of December 31, 1964.

~~XXXXXXXXXXXX~~
~~Landowner Alan Duane Lang~~
 FIRST NATIONAL BANK OF OREGON
 Trustee for Alan Duane Lang

Acting Area Director
SEP 1 1965

~~Landover~~ Assistant Cashier

Vice President

STATE OF OREGON)
COUNTY OF MULTNOMAH)

On this 22nd day of September 19 65
before me appeared John Van Bodegom and R. M. Ohling
both to me personally known, who being duly sworn, did say that he, the said
John Van Bodegom is the Vice President, and he, the said
R. M. Ohling, is the Assistant Cashier of FIRST NATIONAL BANK OF
OREGON, Trustee, the within named corporation, and that the seal affixed to the
foregoing instrument is the corporate seal of said corporation and that the said
instrument was signed and sealed in behalf of said corporation by authority of its
Board of Directors, and said John Van Bodegom
and R. M. Ohling acknowledged said instrument to be the
free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this, the day and year first in this, my certificate written.

Notary Public for Oregon

My commission expires: November 21, 1966.

St. 343

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of First National Bank of Ore.

this 28 day of Sept. A. D. 19 65 at 20 o'clock P. M., and

duly recorded in Vol. M-65, of Deeds _____ or Page 2057

Fee \$3.00

DOROTHY ROGERS, County Clerk

By James H. Smith