

JACK MELVIN BAKER

KNOW ALL MEN BY THESE PRESENTS, That

to grantor paid by JACK MELVIN BAKER and LYNDIA MARIE BAKER, husband and wife,

hereinafter called the grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

The Westerly 65 feet of Lots 45, 46, 47 and 48 of
Block 7, ST FRANCIS PARK.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)
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 granted premises, free from all encumbrances

and that grantor will warrant and forever defend the above granted 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 \$ (None)
However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).

In construing this deed and where the context so requires, the singular includes the plural.
WITNESS grantor's hand this 17 day of September, 1971.

STATE OF OREGON, County of Klamath
Personally appeared the above named

SS. JACK MELVIN BAKER

and acknowledged the foregoing instrument to be his voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon
My commission expires 8/22/75

NOTE—The sentence between the symbols (), if not applicable, should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.

WARRANTY DEED

TO

AFTER RECORDING RETURN TO
MR. and MRS. JACK BAKER
4630 CANNON
KLAMATH FALLS
OREGON 97601

(DON'T USE THIS
SPACE; RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 23 day of SEPTEMBER, 1971, at 4:42 o'clock P.M., and recorded in book 71 on page 10119. Record of Deeds of said County.

Witness my hand and seal of County affixed.

MR. D. HELME

COUNTY CLERK

Title.

By *[Signature]* Deputy

FEB 21. 50

KNOW ALL MEN BY THESE PRESENTS, That

JACK MELVIN BAKER

hereinafter called the grantor, for the consideration hereinafter stated,
to grantor paid by JACK MELVIN BAKER and LYNDIA MARIE BAKER, husband and
wife,

hereinafter called the grantee,
does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that
certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, sit-
uated in the County of Klamath and State of Oregon, described as follows, to-wit:

(SEE ATTACHED LEGAL DESCRIPTION)

SEP 23 4 43 PM 1971

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

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 granted premises, free from all encumbrances

and that
grantor will warrant and forever defend the above granted premises and every part and parcel thereof against the law-
ful 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 \$ (None)
However, the actual consideration consists of or includes other property or value given or promised which is
part of the consideration (indicate which):

In construing this deed and where the context so requires, the singular includes the plural.
WITNESS grantor's hand this 17 day of September, 1971

STATE OF OREGON, County of Klamath
Personally appeared the above named

Jack Melvin Baker

and acknowledged the foregoing instrument to be his voluntary act and deed

(OFFICIAL SEAL)

Before me: [Signature]
Notary Public for Oregon
My commission expires 8/22/75

NOTE—The sentence between the symbols (), if not applicable, should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.

WARRANTY DEED

TO

AFTER RECORDING RETURN TO

M. R. [Signature] JACK BAKER

No.

4680 CANNON
KLAMATH FALLS
OREGON 97601

(DON'T USE THIS
SPACE; RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)

STATE OF OREGON,

County of

I certify that the within instru-
ment was received for record on the
day of 1971

at o'clock M., and recorded
in book on page

Record of Deeds of said County.

Witness my hand and seal of
County affixed.

By

Title.

Deputy

ATTACHMENT TO FORM NO. 633 - WARRANTY DEED: JACK MELVIN BAKER
and LYNDIA MARIE BAKER, husband and wife, dated 9-17-71.

A tract of land located within, and being a part of, the
E $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 15 and the SW $\frac{1}{4}$ of Section 14,
all in Township 38 South, Range 9 East of the Willamette
Base and Meridian, Klamath County, Oregon, said tract
being more particularly described as follows:

Beginning at the section corner common to Sections 14,
15, 22 and 23, Township 38 South, Range 9 East of the
Willamette Base and Meridian; thence N. 28° 07' 05" W.,
a distance of 1500.00 feet to the north boundary of the
SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 15; thence N. 46° 08' 22" E.,
a distance of 950.00 feet to the section line common to
Sections 15 and 14; thence S. 60° 26' 26" E., a distance
of 1310.41 feet to the north boundary of the S $\frac{1}{2}$ of the
SW $\frac{1}{4}$ of Section 14; thence N. 89° 17' 08" E. along said
boundary a distance of 850.00 feet to a point on same
which is distant 660.00 feet from the northeast corner
of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of said Section 14; thence S. 1° 44'
37" E., parallel with the east boundary of the West $\frac{1}{2}$ of
Section 14, a distance of 1319.58 feet to the south boundary
of Section 14; thence S. 89° 14' 34" W. along same, a
distance of 2008.25 feet, more or less, to the point of
beginning.

EXCEPT the following described tract referred to as the
Rifle Range Area locatd. within, and being a part of the
E $\frac{1}{2}$ of Section 15 and the SW $\frac{1}{4}$ of Section 14, all in Town-
ship 38 S., Range 9 East of the Willamette Meridian, Klamath
County, Oregon:

Beginning at the section corner common to Sections 14, 15,
22 and 23, Township 38 South, Range 9 East of the Willamette
Base and Meridian; thence N. 0° 38' 06" W., along the
boundary common to aforesaid Sections 14 and 15, a distance
of 792.02 feet; thence N. 42° 22' W., 256.73 feet; thence
N. 28° 40' 30" W., 207.87 feet; thence N. 61° 15' W.,
237.60 feet; thence No. 34° 35' 30" E 615.18 feet; thence
N. 47° 51' 17" E., 130.78 feet; thence S. 46° 36' 44" E.,
2097.90 feet; thence S. 0° 48' 40" E., a distance of 411.75
feet to the South boundary of aforesaid Section 14; thence
S. 89° 14' 34" W., along said boundary, a distance of
1486.99 feet, more or less, to the point of beginning.

AND EXCEPT a tract of real property generally known
as the Water Storage Area in the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section
15, Township 38 South, Range 9 East of the Willamette
Meridian, Klamath County, Oregon, and being more particu-
larly described as follows:

Beginning at the section corner common to Sections 14,
15, 22 and 23, Township 38 South, Range 9 East of the
Willamette Base and Meridian; thence N. 0° 38' 06" W.
along the boundary common to Sections 14 and 15, a dis-
tance of 792.02 feet; thence N. 42° 22' West, a distance
of 256.73 feet to the true point of beginning of this des-
cription; thence N. 28° 40' 30" West, 207.87 feet; thence
N. 61° 15' W., 172.93 feet; thence S. 9° 08' W., 185.69
feet; thence S. 73° 40' 51" E., a distance of 292.61
feet to the true point of beginning.

TOGETHER WITH the perpetual right of joint use of the road
providing access, said access roadway being a strip not to
exceed 40 feet in width, lying 20 feet on each side of
the following described centerline:

(CONTINUED)

Page 2 OF ATTACHMENT TO FORM NO. 633 - WARRANTY DEED: JACK
MELVIN BAKER and LYNDA MARIE BAKER, husband and wife, dated
9-17-71.

Beginning at the southeast corner of Section 15, Township
38 South, Range 9 East of the Willamette Base and Meridian;
thence N. 89° 57' 09" W., along the south boundary of said
Section 15 a distance of 1552.84 feet to the center line
of the Old Fort Road as now located and constructed, thence
following the aforesaid centerline northward on the follow-
ing courses: (1) along the arc of a 7.007° curve to the
right a distance of 428.15 feet; (2) along the arc of a
3.997° curve to the left a distance of 353.98 feet; (3) N.
21° 35' E. 210.76 feet; (4) along the arc of a 10.00° curve
to the left a distance of 397.83 feet; and N. 18° 12' W. a
distance of 485.01 feet to the centerline of an existing
road intersection from the northeast; and being the true point
of beginning of this description, thence leaving the Old Fort
Road and following the centerline of said intersecting road
on the following courses: (1) along the arc of a 41.00° curve
to the right a distance of 97.15 feet; (2) N. 21° 38' E,
517.04 feet; (3) along the arc of a 29.00° curve to the
right a distance of 440.59 feet; (4) S. 30° 36' E. 106.86
feet; (5) along the arc of a 13.00° curve to the left a
distance of 406.28 feet; (6) S. 83° 25' E. 82.39 feet and
(7) along the arc of a 30.00° curve to the right a distance
of 393.39 feet, more or less to the boundary of the Rifle
Range Area.

RESERVING TO the United States of America, its transferees
and assigns, the right of joint use over such roads as
may be necessary to provide access to the excepted property
as hereinabove described.

SUBJECT TO existing easements and/or rights-of-way of record
and/or existing on the land.

STATE OF OREGON, }
County of Klamath } ss.

Filed for record at request of:

DEED PARKS
on this 22 day of SEPTEMBER A. D. 19 71
at 4:43 o'clock P. M. and duly
recorded in Vol. M 71 of DEEDS
Page 10120

WM. D. MILNE, County Clerk

By *Hazel Drayl* Deputy.
Fee \$4.50

SEP 24 10 11 AM '87

(Corrected)

Vol. 11/ Page 111

LAND SALE CONTRACT

THIS CONTRACT by and between DANIEL J. WILLIAMS and HENRIETTA C. WILLIAMS, husband and wife, hereinafter referred to as Sellers, and VIRGIL A. CLAUSEN and CAROL E. CLAUSEN, husband and wife, hereinafter referred to as Buyers,

WITNESSETH:

In consideration of the agreements herein contained and the payments to be paid by Buyers to Sellers, Sellers hereby sell to Buyers the following described real property, situated in the county of Klamath, State of Oregon, to-wit:

- PARCEL 1: Lot 1 in Block 1 of Fairhaven Heights, according to the official plat thereof and also, beginning at a point on the East margin of the Klamath Falls-Keno State Highway as the same is now constructed across the S1/2SE1/4 of Section 12, Twp. 39 S.R. 8E W.M., Klamath County, Oregon, which point is also on the South boundary of the hereinbefore described tract of land and running thence, North 27°16' East along said East Margin of said State Highway a distance of 270 feet; thence, South 62°44' East to the South boundary of said hereinbefore described 80 acre tract; thence, West along said boundary to the point of beginning, said parcel being triangular in shape and containing 1 and two thirds acres, more or less, in Klamath County, Oregon; and also, beginning at a point 30 feet South of the Northwest corner of the NE1/4NE1/4 of Section 13, Twp. 39 S.R. 8E. W.M., Klamath County, Oregon; thence, South 126 feet; thence, East 110 feet; thence North 126 feet; thence, West 110 feet to the place of beginning. A portion of the NE1/4NE1/4 of Section 13, Twp. 39 S.R. 8E. W.M., Klamath County, Oregon, more particularly described as follows: Beginning at the Northwest corner of said NE1/4NE1/4 of Sec. 13; thence, continuing South along the West line of the above described tract a distance of 30 feet; thence, East 110 feet; thence, North 30 feet; thence, West 110 feet to the point of beginning.
- PARCEL 2:

SUBJECT TO: Easements and rights of way of record and those apparent on the land, if any, and reservation in deeds from the State of Oregon.

upon the following terms and conditions:

1. PURCHASE PRICE: Buyers shall pay as the purchase price of said property the sum of Fourteen Thousand and no/100--- (\$14,000.00) Dollars in lawful money of the United States. As part of said purchase price, Buyers agree to assume that certain Contract of Sale between B. M. Antle and Mary J. Antle, husband and wife, as Sellers, and Daniel J. Williams and Henrietta C. Williams, husband and wife, as Buyers, dated November 27, 1964, on which there is a balance of Nine Thousand Eight Hundred Fourteen and 34/100---(\$9,814.34)---Dollars, payable at \$150.00 per month. Which said sum includes interest at the rate of 6% per annum. The balance of said purchase price to be paid as follows: monthly payments of not less than \$50.00, payable on the 1st day of each month commencing with the 1st day of August, 1971, and continuing until said purchase price is fully paid, with the following additional payments: not less than \$500.00, December 1, 1971, \$1,000.00, June 1, 1972 and an additional \$1,000.00 payment each June 1st thereafter until the balance of the amount due over and above the amount of the Contract of Sale which is assumed by Buyers as of July 1, 1971 (between B. M. and Mary J. Antle and Daniel J. and Henrietta C. Williams) is paid to the Seller. All of said purchase price may be paid at any time. All deferred balances of said purchase price, exclusive of the above mentioned Contract of Sale, shall bear interest at the rate of 7% per annum from July 1, 1971, until paid. Interest to be paid monthly and being included in the minimum monthly payments above required.

2. TAXES: Taxes on the said premises for the current year shall be prorated between the parties hereto as of the date of this contract.

3. POSSESSION: The Buyers shall be entitled to possession of said premises on the 1 day of July, 1971, and may retain such possession so long as they are not in default under the terms of this contract.

4. INSURANCE: At Buyers expense they will insure the premises and keep the same insured against loss or damage by fire, with extended coverage, in an amount not less than the insurable value of said premises in a company or companies satisfactory to the Sellers, with loss payable first to the Sellers and then to the Buyers as their respective interest may appear and all policies of insurance to be delivered to the Sellers as soon as insured. If the Buyers fail to procure and pay for such insurance, the Sellers may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate mentioned herein, without waiver, however, of any rights arising to the Sellers of Buyers' breach of contract. Insurance on the premises for the current year shall be prorated between the parties hereto as of the date of this contract.

5. TITLE INSURANCE: The Sellers agree, at their expense, they will furnish unto Buyers a title insurance policy insuring in an amount equal to said purchase price, marketable title in and to said premises in the Seller by January 1, 1972, save and except the usual printed exceptions and the building or other restrictions and easements of record, if any.

6. DEED: Sellers agree that when said purchase price is fully paid they will deliver a good and sufficient deed conveying said premises in fee simple unto the Buyers, their heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under Sellers; excepting, however, the said easements, restrictions, taxes, municipal liens, water rents and public charges so assumed by the Buyers and further excepting all liens and encumbrances created by the Buyers or their assigns.

7. DEFAULT: It is understood and agreed between the parties that time is of the essence of this contract and in case the Buyers fail to make the payments above required, or any of them, punctually within thirty (30) days of the time limited therefor, or fail to keep any agreement herein contained, then the Sellers at their option shall have the following rights:

- A. To declare this contract null and void;
- B. To declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable; and/or
- C. To foreclose this contract by suit in equity, and

in any of such cases, all rights and interest created or then existing in favor of the Buyers as against the Sellers hereunder shall utterly cease and determine and the right of possession of the premises above described and all other rights acquired by the Buyers hereunder shall revert to and re-vest in the Sellers without any act of re-entry, or any other act of Sellers to be performed and without any right of the Buyers of return, reclamation or compensation for monies paid on account of the purchase of said property as absolutely, fully and perfectly as if

this contract and such payments had never been made; and in case of such default, all payments theretofore made on this contract are to be retained by and belong to the Sellers as the agreed and reasonable rent of said property up to the time of such default. The Sellers in case of such default shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid and take immediate possession thereof, together with all of the improvements and appurtenances thereon or thereto belonging.

8. WAIVER: The Buyers agree that failure by the Sellers at any time to require performance by them of any provision hereof shall in no way effect their right hereunder to enforce the same, nor shall any waiver by the Sellers of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

9. ATTORNEY'S FEES: In the event that suit or action be instituted by either party to enforce any rights under this contract, or for any matter in any way arising out of this contract, including appeals to appellate courts, it is agreed that the prevailing party in such suit or action shall recover, in addition to costs and disbursements, such further sum as to the court may seem reasonable as attorney's fees.

10. SUCCESSORS AND ASSIGNS: All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to and inure to the benefit of and bind, as the circumstances may require, the heirs, executors, administrators, successors, and so far as this contract is assignable by the terms hereof, to the assigns of such parties.

11. PARAGRAPH HEADINGS: Paragraph headings in this agreement are inserted for convenience only and are not to be construed as restricting the meaning of the paragraphs to which they refer.

IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this land sale contract this 7 day of Sept., 1971.

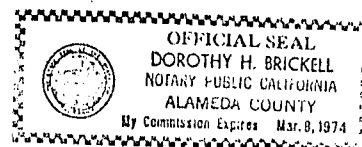
Daniel J. Williams
Daniel J. Williams

Henrietta C. Williams
Henrietta C. Williams

State of California
County of Alameda

SELLERS

Subscribed and sworn to before me this 30th day of August, 1971.



Dorothy H. Brickell
Notary Public for Alameda Co., Calif.
My Commission expires: 3-8-74
Dorothy H. Brickell

Virginia A. Clausen
Virginia A. Clausen

Carol E. Clausen
Carol E. Clausen

BUYERS

BUYERS

Subscribed and sworn to before me this 5 day of August, 1971.

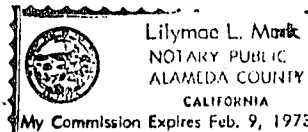
Harold M. Sliger
Notary Public for Oregon
My Commission Expires 7-71

STATE OF CALIFORNIA

County of Alameda ss.
On 9-7, 19 71, before me, the undersigned,
a Notary Public, in and for said State, personally appeared
Daniel J. Williams
known to me to be the person whose name is
subscribed to the within instrument, and acknowledged to me that
he executed the same.

Lilymae L. Mark
Notary Public

FOR NOTARY SEAL OR STAMP



STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Harold M. Sliger
this 13th day of Sept. A. D., 19 71 at 3:40 o'clock P. M., and duly recorded in
Vol. M 71 of Deeds on Page 9728

Fee \$9.00

By WM. D. MILNE, County Clerk

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Harold M. Sliger, Atty.
this 24th day of Sept. A. D., 19 71 at 10:11 o'clock A. M., and duly recorded in
Vol. M 71 of Deeds on Page 10123

Fee \$9.00

By WM. D. MILNE, County Clerk