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A-24126
TIMBER DEEDVol. 74 Page 624

THIS DEED made and entered into this 14th day of January, 1974 by and between Julius Jeff Stone and Charlotte Ann Stone, husband and wife, parties of the first part, and Kenneth Lane of Medford, Oregon, Party of the second part:

WITNESSETH:

That Parties of the First Part, in consideration of the sum of Fifty Thousand (\$50,000.00) Dollars and other good and valuable consideration to them in hand paid, the receipt of which is hereby acknowledged, have bargained and sold and by these presents do bargain, sell and convey unto Party of the Second Part, his assigns and representatives, all merchantable timber as hereinafter designated lying or standing on a certain tract of land described as follows:

The Southwest Quarter of the Southwest Quarter of Section 33, Township 39 South, Range 5 East of the Willamette Meridian in Klamath County, Oregon.

but this conveyance is made subject to the following provisions:

A. This deed shall convey and include all timber of every sort now standing or lying upon the land which when cut will measure twelve (12") inches or more in diameter outside the bark measured at breast height from the ground but shall not include any timber smaller than said size. Party of the Second Part shall have the right to determine the merchantability of said timber, provided that it meets the minimum size limitations herein set forth.

B. This deed is subject to all the terms and conditions of that certain Timber Sale Agreement entered between Parties of the First Part and Party of the Second Part this date.

TO HAVE AND TO HOLD said timber, together with the rights and privileges hereinabove set out to said Party of the Second Part, his assigns and representatives in fee simple forever.

And, the Parties of the First Part do covenant that they are seized of said timber and the lands upon which it is situated in fee simple and have the right to convey the same, that the same are free and clear of all encumbrances and that they will warrant and defend the title herein conveyed against the lawful claim of all persons whomsoever.

It is understood and agreed that the Party of the Second Part shall have the right to remove said timber from the above described property beginning on the date when this Timber Deed is recorded in the Deed Records of Klamath County, Oregon and extending to May 1, 1974, at which time the right of the Party of the Second Part as herein set forth shall terminate and all right, title and interest in and to timber then remaining upon the above described real property, either standing or felled, shall thereupon terminate and the Party of the Second Part shall

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thereafter have no right of entry upon said real property or have any right to said timber thereon.

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The true and actual consideration for this transfer is Fifty Thousand (\$50,000) Dollars.

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

Julius Jeff Stone and Charlotte Ann Stone
15749 Highway 66
Ashland, Oregon 97520

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14th day of January, 1974.

Julius Jeff Stone
Julius Jeff Stone

Charlotte Ann Stone
Charlotte Ann Stone

STATE OF OREGON)
County of Jackson) ss.

Personally appeared the above named Julius Jeff Stone and Charlotte Ann Stone, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed, before me this 14th day of January, 1974.

J. P. Bligh
Notary Public for Oregon
My commission expires: Sept 19 1976

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLAMATH COUNTY TITLE CO

this 17th day of January A. D., 19 74 at 4:05 o'clock P M., and duly recorded in
Vol. M 74 of DEEDS on Page 624

FEE \$ 4.00

WM. D. MILNE, County Clerk
By Hazel Drazil

Ret: Kenneth Lane
c/o Brophy, Wilson & Duhaime
P.O. 128
Medford, OR 97501
Timber Deed -2-

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