

2. Reservations, including the terms and provisions thereof, and easement as contained in Book 33 at page 181, Deed Records, dated June 24, 1911, recorded June 28, 1911, between John Hagelstein and Mary Hagelstein to D. B. Campbell.
3. An agreement, including the terms and provisions thereof, dated May 22, 1915, recorded July 24, 1915 in Book 45 at page 7, Deed Records, between John Hagelstein and Mary Hagelstein to Algoma Lumber Company.
4. A grant of right of way between Algoma Lumber Company and California Oregon Power Company, dated November 22, 1921, recorded February 23, 1922 in Book 58 at page 386, Deed Records, for distribution and transmission of electricity.
5. An agreement, including the terms and provisions thereof, between Algoma Lumber Company and Union Bank and Trust Company of Los Angeles dated December 20, 1939, recorded January 27, 1940 in Book 126 at page 575, Deed Records, for the regulating, controlling the waters, shores and beds of Upper Klamath Lake.
6. Rights of the public in and to any portion of said premises lying within the limits of roads and highways.
7. Rights of the public and of governmental bodies in that portion of the above described property lying below the high water mark of Upper Klamath Lake and the ownership of the State of Oregon in that portion lying below the high water mark thereof.
8. Rights of the United States for easement for flowage and seepage of Lots 2, 3, 4, 7 Section 24, Twp 37 S., R 8 EWM. as contained in Deed Book 50 at page 560, dated October 9, 1919, recorded October 29, 1919, between August Kruger to the United States of America.
9. A grant of right of way between Peter Peterstienner and California Oregon Power Company for the transmission and distribution of electricity, as contained in Book 61 at page 69, Deed Records, dated April 7, 1923, recorded April 13, 1923.
10. Reservations, including the terms and provisions thereof, as contained in Deed Book 147 at page 361, dated January 8, 1942, recorded February 14, 1942 between Hans Uhrman and The State Highway Commission.
11. Land Sale Contract dated October 28, 1972 between Hans Uhrman, a single person, as Vendor, and Kenneth D. Martin, Jr. and Dolores G. Martin, husband and wife, and Nancy B. Peables, as Vendees, assigned to George A. Pondella, Jr. and Donald E. Bailey, as tenants in common, March 24, 1975, which said Contract is not assumed by Franz A. Achleithner and Emma C. Achleithner, husband and wife, and George A. Pondella, Jr. and Donald E. Bailey covenant that they will fully pay and perform said Contract prior to the time Franz A. Achleithner and Emma C. Achleithner, husband and wife, have paid and performed this Contract, and that they will hold them harmless therefrom.

TERMS AND CONSIDERATION: The total purchase price of the above described property is Fifty Thousand Dollars (\$50,000.00) payable as follows:

(a) Four Thousand Dollars (\$4,000.00) cash consideration the receipt and sufficiency whereof is hereby acknowledged by Sellers.

(b) The balance of Forty Six Thousand Dollars (\$46,000.00) to be paid at the rate of Two Hundred Dollars (\$200.00) or more per month, including interest at the rate of 8% per annum from July 15, 1975 through June 15, 1977. Commencing July 15, 1977 Purchasers agree to pay the sum of Three Hundred Dollars (\$300.00) or more per month, including interest at the rate of 8% per annum and subsequent payments due on or before the 15th day of each month thereafter until the full balance of principal and interest has been fully paid and satisfied.