

KNOW ALL MEN BY THESE PRESENTS, That Thomas D. Jackson and Jeannette Jackson, husband and wife,

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by Lyle G. Young and Karen Young, 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, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

(See "Exhibit A" attached hereto and by this reference incorporated herein.)

SUBJECT TO easement for ingress and egress upon existing roadway to property above described. BEING OVER AND ACROSS Government Lot 6, Section 31, Township 39 South, Range 10 East, W.W., Klamath County, Oregon.
FURTHER SUBJECT TO: Reservations, restrictions and/or rights-of-way of record and those apparent on the land.

(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 except as stated hereinabove,

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 \$18,800.00.
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 31st day of January, 1974.

Thomas D. Jackson
Jeannette Jackson
STATE OF OREGON, County of Klamath, ss.
Personally appeared the above named Thomas D. Jackson and Jeannette Jackson
and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Before me: *[Signature]*
Notary Public for Oregon
My commission expires 10/25/74

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.

WARRANTY DEED

T.D. & Jeannette Jackson

TO

Lyle G. & Karen Young

AFTER RECORDING RETURN TO

Mountain Title Co.
407 Main
Klamath Falls, Ore.

No.

Tap Statements
Dept. of Affairs
1225 Ferry St.
Klamath Falls, Ore. 97601

STATE OF OREGON

County of _____ ss.

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book _____ on page _____ or as file number _____, Record of Deeds of said County.

Witness my hand and seal of County affixed.

By _____ Title
Deputy

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

T.S. Jackson
Property Description
of

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Tract No. 4

Located in Section 31, T.39 S., R.10 E. WM.

Beginning at the Southwest corner of Section 31, T. 39 S., R. 10 E. Willamette Meridian; thence East 784.45 feet to the point of beginning. This point is located on the centerline of the termination of the U.S. Bureau of Reclamation Lateral C-5 and the South line of Section 31. Thence Northeasterly along the centerline of an irrigation ditch on the following bearings: N. 3 Deg. 20' W. 36.4 feet; thence N. 31 Deg. 31' E. 435.0 feet; thence N. 40 Deg. 22' E. 75.8 feet; thence N. 30 Deg. 53' W. 51.0 feet; thence N. 17 Deg. 12' E. 66.4 feet; to a point. Then leaving the irrigation ditch thence East 643.0 feet to the West meander line of Lost River as it now exists (1973); thence Southerly along the West meander line of Lost River to a point that intersects the South Section line of Section 31 and is 965.0 feet East of the point of beginning; thence West 965.0 to the point of beginning containing 9.4 acres more or less. All subject to easements for irrigation and drainage and maintenance and to easements and rights of way of record and those apparent on the map and to waiver of riparian rights as shown in Vol. 25 page 153 Deed Records for Clatsop County, Oregon.

EXHIBIT A

EXHIBIT B

CONTRACT OF SALE

THIS CONTRACT, made this 31 day of January, 1974,
between THOMAS D. JACKSON and JEANNETTE JACKSON, husband and wife,
hereinafter called "Seller", and LYLE G. YOUNG and KAREN YOUNG,
husband and wife, hereinafter called "Buyer":

W I T N E S S E T H:

That in consideration of the mutual covenants and
agreements herein contained, the Seller agrees to sell unto the
Buyer and the Buyer agrees to purchase from the Seller all of the
following described lands and premises situated in Klamath County,
State of Oregon, to-wit:

Tract No. 4, located in Section 31, Township 39 South, Range 10
East, W.M. Beginning at the Southwest corner of Section 31, T.
39 S., R. 10 E., Willamette Meridian; thence East 784.45 feet to
the point of beginning. This point is located on the centerline
of the termination of the U.S. Bureau of Reclamation Lateral C-5
and the South line of Section 31. Thence Northeasterly along the
centerline of an irrigation ditch on the following bearings:
N. 3 deg. 20' W. 36.4 feet; thence N. 31 deg. 31' E. 405.0 feet;
thence N. 40 deg. 22' E. 75.8 feet; thence N. 30 deg. 53' W. 51.0
feet; thence N. 17 deg. 12' W. 66.4 feet; to a point. Then leaving
the irrigation ditch thence East 643.0 feet to the West meander
line of Lost River as it now exists (1973); thence Southerly along
the West meander line of Lost River to a point that intersects the
South Section line of Section 31 and is 965.0 feet East of the point
of beginning; thence West 965.0 to the point of beginning containing
9.4 acres, more or less. All subject to easements for irrigation
and drainage and maintenance and to easements and rights of way of
record and those apparent on the land and to waiver of riparian
rights as shown in Vol. 25, page 158, Deed Records for Klamath
County, Oregon.

SUBJECT TO easement for ingress and egress upon existing roadway
to property above described.

FURTHER SUBJECT TO: Reservations, restrictions and/or rights-
of-way of record and those apparent on the land,

for the sum of \$18,800.00, on account of which 28% or \$5,264.00 is
paid on execution hereof, the receipt of which is hereby acknow-
ledged by the Seller; the Buyer agrees to pay the remainder of
said purchase price, to-wit, \$13,536.00 to the order of the Seller
in monthly payments of not less than \$50.00 each, plus interest at

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the rate of 7½% per annum upon the remaining unpaid principal, the first payment being due on February 5, 1974, with like payments due on the 5th day of each month thereafter until said purchase price together with accrued interest is fully paid.

All of said purchase price may be paid at any time without penalty and Buyer may, at his option, make advance monthly payments and any credits arising therefrom shall defer a proportionate number of future monthly payments as required by this Contract.

Buyer agrees to make said payments on the dates above-mentioned to the order of Seller, Thomas D. Jackson and/or Jeannette Jackson, Route 2, Box 579, Merrill Road, Klamath Falls, Oregon 97601.

The Buyer shall be entitled to possession of said premises on date hereof, and may retain such possession so long as he is not in default under the terms of this Contract. Buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's and all other liens and save the Seller harmless therefrom and reimburse Seller from all costs and attorney's fees incurred in defending against any such liens. Buyer further agrees he will pay all taxes hereafter levied against said property, as well as water rents, public charges and municipal liens, if any, which hereafter may lawfully be imposed upon said premises, all promptly before the same or any part thereof become past due. If Buyer shall fail to pay any liens, costs, water rents, taxes or charges hereinabove mentioned, the Seller 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 aforesaid, without waiver,

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however, of any right arising to the Seller for Buyer's breach of contract.

Seller and Buyer agree to share equal responsibility for all closing costs involved in this transaction. Closing statement to be prepared by the office of Beesley & Knutson, P.C., attorneys.

Seller also agrees that he will, on the execution hereof, make and execute in favor of Buyer, a good and sufficient warranty deed conveying in fee simple, title to said premises free and clear of all encumbrances except as therein specifically set forth, and ~~will place said deed, together with this Contract, in escrow with Beesley & Knutson, P.C., hereby instructing said escrow holder that when the Buyer shall have paid the balance of the purchase price and has in all other respects fully complied with all of the terms and conditions of this Contract, said escrow holder shall deliver said instruments to Buyer.~~

And it is understood and agreed between the parties that time is of the essence of this Contract and if Buyer shall fail to keep and perform any of the agreements herein contained, then all of the rights of the Buyer in and to said property and under this Contract shall at the Seller's option, immediately and utterly cease and the property herein described shall revert to and revest in the Seller without any declaration of forfeiture or act of re-entry, or without any other act by the Seller to be done or performed and without any right of the Buyer of reclamation or compensation for money paid or for improvements made on said premises, as fully and absolutely as if this agreement had never been made, and all money paid to the Seller under this Contract shall thereupon be forfeited without process of law and shall be retained by and belong to the Seller as the accrued and reasonable rent of

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said premises from this date to the time of such forfeiture and the liquidated damages to the Seller for the Buyer's failure to complete this Contract, and in such case, said escrow holder is hereby instructed to deliver said deed and contract to Seller on demand, without notice to Buyer.

Buyer further agrees and covenants to and with the Seller herein in consideration for the easement for ingress and egress upon the existing roadway to the within described property, that he will share equally in the expenditure of time, labor, and money for the maintenance, repair and upkeep of said roadway.

In case suit or action is taken to enforce any provision of this agreement, the prevailing party shall be entitled to the costs and disbursements provided by law, in addition to a sum the Court may adjudge reasonable for attorney fees therein.

In construing this Contract, it is understood that the Seller or the Buyer may be more than one person and that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, feminine and neuter.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate on the date hereinabove first mentioned.

SELLER:

State of Oregon, } ss,
County of Klamath

I hereby certify that the within instrument was received and filed for record on the 19 day of July, 19 77, at 10:16 o'clock A. M. and recorded on Page 12718 in Book M 77 Records of Deeds of said County.

WM. D. MILNE, County Clerk

By Pat McCallough Deputy

Fee \$18.00

Thomas D. Jackson
Thomas D. Jackson
Jeannette Jackson
Jeannette Jackson

BUYER:

Lyle G. Young
Lyle G. Young
Karen A. Young
Karen Young

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