

43792

Vol. 78 Page 3695

KNOW ALL MEN BY THESE PRESENTS, That RONALD M. COLITTI and ANTHONY P. COLITTI

in consideration of ----- Ten and no/100----- Dollars,
to them paid by ----- and other good and valuable consideration
Jeld-Wen, Inc.,

do hereby grant, bargain, sell and convey unto said Jeld-Wen, Inc.,
its
heirs, executors, administrators and assigns, forever, all the
merchantable timber of a minimum diameter breast-height
ten inches,

timber lying, standing or being upon all that tract of land in the County of
County, State of Oregon, described as follows, to-wit:

SE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ all in Section 16.
All of section 15.
W $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ all in section 14.
N $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$ all in section 21.

All in Township 35 South, Range 12 E. W. M., Klamath County, Oregon.

This Timber Deed is subject to the terms and restrictions as set out in that Contract dated the 19th day of May, 1972, recorded in Volume M-72, Page 5469, between John C. Horton, Robert L. Horton, and Louisa L. Horton, husband and wife, and Accurate Electronics, Inc., which said Contract restricts the cutting of timber.

Also, this Timber Deed shall be good only until February 15, 1981, and after that date Purchaser shall no longer be entitled to cut or remove any timber from the above-described premises,

together with the right to enter upon said land and cut and remove therefrom at any time within three years from date hereof the timber herein conveyed, hereby granting the right to cut such other timber and make such other alterations on said land as may be required in the cutting and removal of said timber.

To Have and to Hold the same to the said

heirs, executors, administrators and assigns for and during the term aforesaid, with the exclusive right of occupancy of said lands, said first party covenanting not to enter upon said lands during said term for any purpose whatsoever, except as follows:

while the herein granted timber remains uncut, and said party of the first part, his heirs, executors, administrators and assigns, does hereby covenant with the said party of the second part, his heirs, executors, administrators and assigns that he is well seized in fee of the lands aforesaid; that the same are free from incumbrances except for that Contract between Horton and Accurate Electronics referred to above.

All taxes hereafter levied against said lands and that may become payable during said term are to be paid by the second party previous to the day appointed by law for the sale of said lands for school, town, county or state taxes. Provided that written notice of lands cut and surrendered of title to remaining timber on said lands to cut, served upon the said party of the first part by the party of the second part, on or before the first day of ----- of any year during the life of this agreement, will relieve and excuse said party of the second part from further payment of taxes on lands so cut and released, and it is expressly agreed that the depositing by said second party of said written notice in any United States post office, addressed to the last known address of the first party, with postage prepaid, shall constitute service of said notice aforesaid. Purchaser, Jeld-Wen, Inc., shall pay any and all severance taxes occurring as a result of any timber cut on the above premises. And the above described lands, premises and property, in the quiet, peaceable and exclusive possession of the second party, his heirs, executors, administrators, and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, the said part of the first part will warrant and defend.

Witness OUR hands and seals this 17th day of February, 1978.

Ronald M. Colitti (SEAL)

Anthony P. Colitti (SEAL)

By: Attorney in Fact (SEAL)

(SEAL)

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STATE OF OREGON,

County of Klamath } ss.On this 17th day of February, 19 78,before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Ronald M. Colitti,who is known to me to be the identical individual described in and who executed the within instrument, and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.

Martha L. Lusk

Notary Public for Oregon.

My commission expires 7-21-81

FORM No. 159—ACKNOWLEDGMENT BY ATTORNEY-IN-FACT.

STATE OF OREGON,

County of Klamath } ss.On this the 17th day of February, 19 78,Ronald M. Colitti

personally appeared

who, being duly sworn (or affirmed), did say that Anthony P. Colitti he is the attorney in fact forthat he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowledged said instrument to be the act and deed of said principal.

(Official Seal)

Before me:

Martha L. Lusk

(Signature)

Comm. expires 7-21-81

(Title of Officer)

TIMBER DEED

(FORM No. 711)

TO

STATE OF OREGON,

County of Klamath } ss.I certify that the within instrument was received for record on the 27th day of February, 19 78, at 4:00 o'clock P. M. and recorded in book M78 on page 3695 Record of Deeds of said County.

Witness my hand and seal County affixed.

Wm. D. Milne

County Clerk—Recorder.

By Anthony P. Colitti

Fee \$6.00 Deputy.

9315 STEVENSONS AVE., S.E., PORTLAND, ORE.

return toWm. D. Milne