

KNOW ALL MEN BY THESE PRESENTS, That Independent Farms Limited, a California Limited Partnership

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by Anthony Land and livestock, Inc., a Nevada corporation as to an undivided 1/2 interest and Jack Haley, Jr. and Jack Haley, Jr. as to an undivided 1/2 interest 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"

(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 said 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 \$750,000.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 2nd day of May, 1978; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If executed by a corporation, affix corporate seal)



OFFICIAL SEAL Independent Farms Limited, a California limited partnership by  
ELAINE BERK  
NOTARY PUBLIC - CALIFORNIA  
LOS ANGELES COUNTY  
My commission expires MAR 23, 1980  
STATE OF OREGON, County of

STATE OF OREGON;

County of Los Angeles

May 2, 1978

Personally appeared the above named  
RUSSEL L. HILLMAN

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

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon CALIFORNIA  
My commission expires:

Notary Public for Oregon  
My commission expires:

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of 1978, at o'clock M., and recorded in book on page or as file/reel number. Record of Deeds of said county. Witness my hand and seal of County affixed.

SPACE RESERVED FOR RECORDER'S USE

By

Recording Officer  
Deputy

After recording return to:

Anthony Land & Livestock  
C/O Andy Silan Realty  
314 South 7th Street Klamath Falls, Oregon

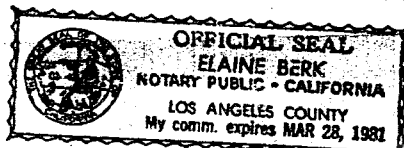
Until a change is requested all tax statements shall be sent to the following address.

Anthony Land & Livestock  
C/O Andy Silan Realty  
314 South 7th Street Klamath Falls, Oregon

88-6348

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES) SS

On this 5th day of May, in the year 1978, before me ELAINE BERK, Notary Public, personally appeared RUSSELL H. GILLMAN, known to me to be the president of the corporation that executed the within instrument and known to me to be the person who executed the within instrument on behalf of said corporation, said corporation being known to me to be the general partner of the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner that such partnership executed the same.



*Elaine Berk*



EXHIBIT "A"

9349

All of the following described real property situated in Klamath County, Oregon:

In Township 36 South, Range 11 East of the Willamette Meridian:

Section 8: All of Section 8, EXCEPT that part lying North of the Sprague River.

Section 9: All of the South half of Section 9, EXCEPT that part lying North of the Sprague River.

Section 10: All of the South half of Section 10, EXCEPT that part lying North of the Sprague River.

Section 11: Lots 20, 21, 28, and 29.

Section 17: Lots 1 to 16, both inclusive.

Section 16: Lots 1 to 16, both inclusive; Lots 19 to 22, both inclusive; and Lots 27 to 30, both inclusive.

Section 15: West half of Lot 4; All of Lots 19 to 22, both inclusive; and All of Lots 27 to 30, both inclusive.

SUBJECT TO:

1. Rights of the public in and to any portion of the herein described premises lying within the limits of any roads or highways.

2. Rights of Governmental bodies in and to any portion of the above described property lying below the ordinary high water mark of the Sprague River.

3. Right of Way Deed, including the terms and provisions thereof, given by J. G. Wright to Oregon-California Eastern Railroad, dated June 11, 1928 and recorded June 11, 1928 in Deed Volume 80 on page 458, records of Klamath County, Oregon. NE1/4 of Sec. 16

4. Right of Way Deed, including the terms and provisions thereof, given by Chas. E. Drew, et ux, to Oregon California & Eastern Railway Company, dated May 20, 1927, recorded May 21, 1927, in Volume 75 at page 474, Deed Records of Klamath County, Oregon. One hundred foot strip over S1/2S1/2 of Sec. 8, NW1/4 of Sec. 16 and SW1/4 of Sec. 15.

5. Right of Way, including the terms and provisions thereof, given by Chas. E. Drew to County of Klamath, dated November 24, 1928 and recorded April 23, 1929 in Volume 85 of Deeds at page 613, records of Klamath County, Oregon. Lots 29 and 30 in Sec. 16.

6. Right of Way, including the terms and provisions thereof, given by Chas E. Drew to California Oregon Power Co., dated August 21, 1930 and recorded October 2, 1930 in Deed Volume 93 on page 98, records

of Klamath County, Oregon. S1/2SW1/4 Sec. 16 and S1/2SW1/4 Sec. 15

7. Sale of Oil and Gas Royalty, including the terms and provisions thereof, by Frank Goularte and Virginia Goularte to R.W. Slemaker Jr. dated May 16, 1955 and recorded May 23, 1955 in Deed Volume 274 on page 422, records of Klamath County, Oregon, conveying 1/2 interest in and to all of the oil, gas and other minerals. Portions of this interest have been conveyed to various other parties.

8. Reservations and restrictions as disclosed by deed from Clifford Barkley to Pierre Dick recorded in Volume 307 of Deeds on page 561, records of Klamath County, Oregon, as follows: "All oil and gas and mineral rights are reserved to grantor". Lots 1, 2, 3, 4, 5, 6, 7 and 8 Section 17.

9. Contract of Sale, including the terms and provisions thereof, by and between First National Bank of Oregon, a national banking association, vendor and Winifred L. Emmich, dated October 20, 1969 and recorded February 18, 1970 in Microfilm records M-70 on page 1226, records of Klamath County, Oregon.  
By Assignment recorded March 2, 1972 in Microfilm records M-72 on page 2265, Winifred L. Emmich assigned her interest in said Contract to Accurate Electronics, Inc.  
By Assignment recorded March 2, 1972 in Microfilm records M-72 on page 2265, Accurate Electronics, Inc. assigned their interest in said Contract to Independent Farms, Limited, a California Limited Partnership.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title Co.

this 8th day of May A. D. 19 78 at 3:36 o'clock P.M., and

truly recorded in Vol. M78, of Deeds on Page 9347

Wm D. MILNE, County Clerk

By Bernetha H. Heltsch

Fee \$9.00