

TO 1944 CA 18-741

(Individual)



TITLE INSURANCE
AND TRUST

A TICOR COMPANY

19473

STATE OF CALIFORNIA

COUNTY OF Los Angeles

} SS.

On July 24th, 1979

before me, the undersigned, a Notary Public in and for said

State, personally appeared

William C. Bryant and Arlene L. Bryant

to be the person S whose name S are known to me
to the within instrument and acknowledged that they subscribed
executed the same.

WITNESS my hand and official seal.

Signature

[Handwritten signatures of William C. Bryant and Arlene L. Bryant]



OFFICIAL SEAL
SANDRA A. RENKO
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

My Commission Expires January 14, 1982

(This area for official notarial seal)

PARCEL 3

The E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, the S $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the E $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14, Township 34 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM that portion lying within the Southern Pacific Railroad right of way.

PARCEL 4

The E $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 11, Township 34 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon.
AND the N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 14, Township 34 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 5

The W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 12, Township 34 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

AND the N $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ and the N $\frac{1}{2}$ S $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 13, Township 34 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 6

A parcel of land situated in the NE $\frac{1}{4}$ of Section 14 and the SE $\frac{1}{4}$ of Section 11, Township 34 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a 5/8" iron pin on the East line of the W $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 14, from which the Southwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 14 bears the following three bearings and distances: North 89° 54' 30" West, 1980.06 feet; North 89° 54' 02" West, 1300.46 feet; South 00° 10' 16" West, 391.19 feet; thence from said point of beginning, North 01° 53' 14" West along the East line of W1/2NE1/4NE 1/4 of the said Section 14, 917.91 feet to a 5/8" iron pin; thence North 00° 45' 54" West along the East line of the W1/2NE1/4SE1/4 of said Section 11, 1323.26 feet to a 5/8" iron pin marking the Northeast corner of the said W1/2SE1/4SE1/4 of said Section 11; thence North 89° 29' 28" West along the North line of the said W1/2SE1/4SE1/4 394.00 feet to a point; thence South 01° 13' 22" East 2243.93 feet; thence South 89° 54' 30" East, 394.00 feet to the point of beginning.

PARCEL 7

A parcel of land situated in Section 14, Township 34 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a 5/8" iron pin from which the Southwest corner of the NE1/4 of the NW1/4 of said Section 14 bears the following three bearings and distances: North 89° 54' 30" West, 902.78 feet; North 89° 54' 02" West, 1300.46 feet; South 00° 10' 16" West, 391.19 feet; thence from said point of beginning South 1573.20 feet to a 5/8" iron pin; thence South 89° 16' 54" East 1129.61 feet to a 5/8" iron pin on the East line of the W1/2SE1/4NE1/4 of said Section 14; thence North 01° 53' 14" West along the East line of the W1/2SE1/4NE1/4 and W1/2NE1/4NE1/4 of said Section 14, 1586.50 feet to a 5/8" iron pin; thence North 89° 54' 30" West, 1077.27 feet to the point of beginning.

Subject, however, to the following:

1. Rights of the public in and to any portion of said premises lying within the limits of roads and highways.
2. Reservations as set forth in Land Status Report recorded December 22, 1958 in Book 308 at page 129, to-wit: "The above described property is subject to any existing easements for public roads and highways, for public utilities and for railroads and pipelines and for any other easements or rights of way of record; and there is hereby reserved any and all roads, trails, telephone lines, etc., actually constructed by the United States. (Affects part of the property in Section 11.)"
3. Reservations and restrictions, including the terms and provisions thereof, as set forth in approved Indian Deed from Marion Nelson to Weyerhaeuser Timber Company, recorded May 15, 1963 in Deed Volume 345 at page 293, to-wit: "There is reserved from the lands hereby granted

(1) Right of way to the Southern Pacific Railway Company for a railroad approved the First Assistant Secretary to the Interior on February 4, 1914. (2) Right of way to Bonneville Power Administration for electric transmission lines for a period not exceeding 50 years from September 14, 1951. This conveyance is subject to any existing easements for public roads and highways, for public utilities and for railroads. All subsurface rights except water, are hereby reserved in trust, by the grantor pursuant to the provisions of the Act of August 13, 1954 (68 Stat. 720)". (Affects Section 14, Township 34 South, Range 7 EWM.)

4. Any uncertainty as to the exact location of the centerline of Larson Creek. (Affects Section 11.)

5. Memorandum of Contract, including the terms and provisions thereof, dated December 1, 1975, recorded January 12, 1976 in Book M-76 at page 553, Microfilm Records, from John M. Schoonover, Vendor, to Alonzo G. Jones, Vendee. (Affects Parcel 1, 3 and 4 - Covers additional property, which Buyers herein do not assume and agree to pay, and Seller further covenants to and with Buyers that the said prior Contract shall be paid in full prior to, or at the time this Contract is fully paid and that said above described real property will be released from the lien of said Contract upon payment of this Contract.)

6. Contract, including the terms and provisions thereof,

Dated : January 26, 1978 Book: M-78 Page: 1970
 Recorded : February 1, 1978
 Vendors : John M. Schoonover and Arba Faye Schoonover husband and wife
 Vendees : Lawrence Lee Marsh and Karla M. Marsh, husband and wife, as to an undivided one-half interest; and Ruth H. Ike, as to an undivided one-half interest

Covers additional property.

The vendees' interest in said contract was assigned by Instrument

Dated : December 27, 1978 Book: M-79 Page: 345
 Recorded : January 4, 1979
 To : Louise A. Ike (Affects Parcel 7 - Covers Additional Property.), which Buyers herein do not assume and agree to pay, and Seller further covenants to and with Buyers that the said prior Contract shall be paid in full prior to, or at the time this Contract is fully paid and that said above described real property will be released from the lien of said Contract upon payment of this Contract.

7. Contract, including the terms and provisions thereof,

Dated : March 16, 1978 Book: M-79 Page: 6164
 Recorded : March 19, 1979
 Vendor : Louise A. Ike
 Vendee : Alonzo Jones. (Affects Parcel 7.), which Buyers herein do not assume and agree to pay, and Seller further covenants to and with Buyers that the said prior Contract shall be paid in full prior to, or at the time this Contract is fully paid and that said above described real property will be released from the lien of said Contract upon payment of this Contract.

8. Contract, including the terms and provisions thereof,

Dated : March 16, 1979 Book: M-79 Page: 6169
 Recorded : March 19, 1979
 Vendors : Lawrence Lee Marsh and Karla M. Marsh, husband and wife, as to an undivided one-half interest; and Ruth H. Ike, as to an undivided one-half interest.
 Vendee : Alonzo Jones. (Affects Parcel 6.), which Buyers herein do not assume and agree to pay, and Seller further covenants to and with Buyers that the said prior Contract shall be paid in full prior to, or at the time this Contract is fully paid and that said above described real property will be released from the lien of said Contract upon payment of this Contract.

9. As disclosed by the assessment and tax roll, the premises herein have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes, an additional tax, plus interest and penalty, will be levied for the number of years in which this special assessment was in effect for the land.

EXHIBIT "A"

STATE OF OREGON; COUNTY OF KLAMATH; ss. :

I hereby certify that the within instrument was received and filed for record on the 15th day of August A.D., 19 79 at 2:51 o'clock P.M., and duly recorded in Vol 1070 of Deeds on Page 19471

FEE \$12.50

WM. D. MILNE, County Clerk

By Deputy Deputy