

1967

75073

KNOW ALL MEN BY THESE PRESENTS, That Craig Long and Linda L. Long,
husband and wife,
the consideration hereinafter stated, does hereby grant, bargain, sell and convey, subject to the conditions herein-
after set forth, unto Lonnie Brooks and Thelma Brooks, husband and wife,

his heirs, successors-in-interest and assigns, (all of whom, for brevity, hereinafter are called the second party) all of
the merchantable timber lying or standing upon that certain land in Klamath County, Oregon,
described as follows, to-wit:

Government Lots 3 and 4, S½NE¼SW¼, N½SE¼SW¼ and NW¼SE¼ Section 31,
Township 32 South, Range 9 East of the Willamette Meridian, in the
County of Klamath, State of Oregon.

HOG CREEK TRACT

Board feet taken from R. H. Hanlin Cruise as of 12-78.

Description of Timber:

310,000.00 Board Feet Lodge Pole Pine
65,000.00 Board Feet Ponderosa Pine

TO HAVE AND TO HOLD the same unto the said second party for the period hereinafter stated.
The first party hereby covenants to and with the second party that he is lawfully seized in fee simple of the above described
premises; that the same are free from all encumbrances except
and that he will warrant and defend the title to said merchantable timber against the lawful claims and demands of all persons whom-
soever, except those claiming under the above described encumbrances, if any. The words "merchantable timber" as used above shall
mean and include all down timber.

The second party shall have the right to enter upon said land and to remove said merchant-
able timber therefrom at any time within 12-1-79 months from the date hereof (for brevity, the time within which said timber
may be removed hereinafter is called the "period"); all merchantable timber not so removed on or before the expiration of the said
period shall revert immediately to the first party. During said period, the second party shall have the right, with his agents, representa-
tives and employees, (1) to enter upon and freely occupy said described lands, (2) to build and use roads, flumes, skid, tram and other
ways and railroads, (3) to the use of water on said lands and sites for the storage of logs, lumber and other timber products and (4) to
erect and use mills, buildings and other structures thereon; all structures erected by the second party during said period which are not
removed within thirty days after the expiration thereof shall be deemed abandoned by the second party and shall become the sole
property of the first party.

All taxes levied on or which attach to said lands or timber during the said period, including forest patrol assessments and other
levies by any public agency or authority, shall be paid by the second party promptly on or before November 15th annually. At all times
the second party shall observe and conform to all local, state and federal laws and regulations relative to his operations on said lands,
including the orders and directions of the State Forester and the State Fire Marshall, shall cooperate with all public bodies and offi-
cials in the prevention and suppression of fires on or threatening said property and shall make his employees available for firefighting
when needed. During said period, the second party shall use reasonable care in felling, cutting and removing said timber and shall not
do or permit to be done any damage to growing crops or fences on said lands and lands adjacent thereto without just compensation
being paid therefor.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$20,000.00. However, the
actual consideration consists of or includes other property or value, given or promised, which is part of the consideration (indicate
which) the whole.

In construing this instrument and where the context so requires, the singular shall include the plural, the masculine shall include
the feminine and the neuter and, generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof
apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the first party has executed this instrument; if the first party is a corporation, it
has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly author-
ized thereunto by order of its board of directors; all on this 24th day of August, 19 79.

(If executed by a corporation,
affix corporate seal.)

STATE OF OREGON,

County of Klamath

Personally appeared the above named Craig
Long and Linda L. Long, husband
and wife, and acknowledged the foregoing instru-
ment to be their voluntary act and deed.

NOTARY PUBLIC
(OFFICIAL SEAL)
Before me:
Nancy Smith
Notary Public for Oregon
My commission expires: 5-20-82

STATE OF OREGON, County of Klamath, ss.
Personally appeared Craig Long and
Linda L. Long, who, being duly sworn,
each for himself and not one for the other, did say that the former is the
president and that the latter is the
secretary of Craig Long and Linda L. Long, a corporation,
and that the seal affixed to the foregoing instrument is the corporate seal
of said corporation and that said instrument was signed and sealed in be-
half of said corporation by authority of its board of directors; and each of
them acknowledged said instrument to be its voluntary act and deed.
Before me:
Notary Public for Oregon
My commission expires:

(OFFICIAL SEAL)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 5th day of
October A.D., 19 79 at 2:07 o'clock P M., and duly recorded in Vol. M79
Deeds on Page 23664
of _____

FEE \$3.50

WM. D. MILNE, County Clerk
By Bernard H. Smith Deputy