

DEED

23
DOROTHY CHAPMAN STEWART, formerly Dorothy F. Chapman, Grantor, conveys and warrants to JELD-WEN, inc., an Oregon corporation, Grantee, the following described real property situated in Klamath County, Oregon, free of encumbrances except as specifically set forth herein:

84 MAR 27 PM 4
In Township 37 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon:

Section 1: Lot 1;

Section 11: The North one-half of the Southeast one-quarter, the Southeast one-quarter of the Southeast one-quarter;

Section 12: The South one-half of the Northeast one-quarter, the North one-half of the Southeast one-quarter, the Southwest one-quarter;

Section 13: The East one-half, the South one-half of the Northwest one-quarter, the Northwest one-quarter of the Northwest one-quarter, the Northeast one-quarter of the Southwest one-quarter;

Section 14: The Northeast one-quarter of the Northeast one-quarter;

Section 24: The East one-half of the Northeast one-quarter, the Northeast one-quarter of the Southeast one-quarter;

In Township 37 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon:

Section 7: All;

Section 8: All, EXCEPTING THEREFROM that portion lying within the boundaries of the Oregon-California and Eastern Railway Company's right of way;

Section 9: The Southwest one-quarter and the South one-half of the Northwest one-quarter, EXCEPT that portion lying within the boundaries of the Oregon-California and Eastern Railway Company's right of way; and also EXCEPTING THEREFROM that portion conveyed to County of Klamath for road purposes as described in Deed dated January 28, 1928, recorded January 30, 1928 in Book 79 at page 420, Deed Records of Klamath County, Oregon;

Section 16: The West one-half of the West one-half; the West one-half of the Northeast one-quarter of the Southwest one-quarter and the Southeast one-quarter of the Southwest one-quarter;

- Section 17: The North one-half; the North one-half of the Southwest one-quarter; the Southwest one-quarter of the Southwest one-quarter; the Southeast one-quarter;
- Section 18: All;
- Section 19: All;
- Section 20: The North one-half, Southwest one-quarter, West one-half of the Southeast one-quarter, the Southeast one-quarter of the Southeast one-quarter;
- Section 21: The South one-half of the Northwest one-quarter; the North one-half of the Southwest one-quarter; the Southeast one-quarter of the Southwest one-quarter; the Southwest one-quarter of the Southeast one-quarter;
- Section 27: The Southeast one-quarter of the Northwest one-quarter; the West one-half of the Northwest one-quarter; the Northeast one-quarter of the Southwest one-quarter; the Northwest one-quarter of the Southeast one-quarter; the Southwest one-quarter of the Northeast one-quarter;
- Section 28: The North one-half of the Northeast one-quarter, the Southeast one-quarter of the Northeast one-quarter, the Northeast one-quarter of the Northwest one-quarter;
- Section 29: The North one-half of the North one-half, the Southwest one-quarter of the Northeast one-quarter, the South one-half of the Northwest one-quarter, the West one-half of the Southeast one-quarter, the West one-half of the Southwest one-quarter;
- Section 30: All;

including any and all rights or interests appurtenant to each and all of the above-described real properties, including, but not limited to, all easements, grazing rights and leases on adjacent property and all water rights pertaining to said property.

SUBJECT TO patent reservations, restrictions, limitations, easements and conditions of record as reflected by Amended Title Report of Mountain Title Company, Inc. dated February 1, 1984 under Order No. 13332-L, land use plans and zoning ordinances in force and effect;

AND FURTHER SUBJECT TO the terms and provisions of a certain Reciprocal Easement Agreement as entered into by and between Dorothy Chapman Stewart, as "Stewart" and David H. Brenda and Ann E. Brenda, husband and wife, as "Brenda", dated February 23, 1984 and recorded in Klamath County Oregon Deed Records on March 12, 1984 in Volume

M84 at page 3901 as instrument no. 34320, and further subject to the terms and provisions of a certain "Roadway Crossing Agreement" entered into in 1980 between Oregon, California and Eastern Railway Company as "Railroad" and David Brenda and Ann E. Brenda, as "Applicants" insofar as the same relates to the private railroad crossing in Section 9, Township 37 South, Range 11 1/2 East of the Willamette Meridian.

ALSO SUBJECT TO the terms and provisions of that certain Buck Creek Timber Sale dated October 10, 1983, as entered into by and between United States National Bank of Oregon, co-Personal Representative of the Estate of Lawrence E. Chapman, as Seller, and D. G. Shelter Products, Klamath Division, as Purchaser, whereby the Seller agreed to sell and the Purchaser agreed to purchase certain designated merchantable timber on a portion of Section 7, all of Section 8 and a portion of Section 9, Township 37 South, Range 11 1/2 East of the Willamette Meridian in Klamath County, Oregon. Said Purchaser is required under said contract to cut and pay for all designated timber prior to the contract expiration date of September 30, 1984, to dispose of all snags and pile all slash by October 31, 1984 and permit Seller to burn the slash by December 31, 1984. Seller specifically reserves the right to receive the proceeds of all timber cut and removed in accordance with the terms of said contract and to carry out and perform the terms, covenants and conditions to be performed by the Seller thereunder.

Grantee acknowledges that the real properties the subject hereof have been specially assessed as Farm Use Land. Grantee accepts conveyance of the real properties the subject hereof subject to such assessment and Grantee agrees that it will give any notice to the Klamath County Assessor and take such other action as may be required to continue such Farm Use Land deferral so as to avoid imposing any obligation on Grantor to pay any deferred tax, interest or penalty by reason of this conveyance from Grantor to Grantee.

As a material part of the consideration for this conveyance by Grantor, Grantee agrees that it will, prior to the cutting, logging or removing of any timber or other forest products from the real property the subject hereof, or any part thereof, which properties abut any of the remaining lands of Grantor or of the lands now owned by David H. Brenda and Ann E. Brenda, establish all boundary lines and mark and designate the timber or forest products to be removed from the lands of Grantee, in addition to compliance with all other applicable laws and lawful rules and regulations, so as to avoid cutting, removing or damaging the lands, timber, crops or improvements of Grantor or David H. Brenda and Ann E. Brenda.

The true consideration paid for this conveyance is the sum of \$2,163,824.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

DATED this 29 day of March, 1984.

Dorothy Chapman Stewart
Dorothy Chapman Stewart,
formerly Dorothy F. Chapman

STATE OF OREGON)
)ss
County of Lane)

On this the 29 day of March, 1984 personally appeared the above named Dorothy Chapman Stewart, formerly Dorothy F. Chapman, and acknowledged the foregoing instrument to be her voluntary act and deed.

Phyllis Roper
Notary Public for Oregon
My Commission Expires: 2-13-85

Until further notice, tax statements shall be sent to:
JELD-WEN, inc.
3303 Lakeport Blvd.
P. O. Box 1329
Klamath Falls, OR 97601

Return: mfc

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

On this 30th day of March A.D. 19 84
at 4:33 o'clock P M, and duly
recorded in Vol. M84 of Deeds
Page 5154
EVELYN BIEHN, County Clerk
By Tom Smith Deputy
Fee 16.00