

1-1-74

TIMBER DEED

Vol. MS4 Page 16331**41434**KNOW ALL MEN BY THESE PRESENTS, That PRODUCTIVE TIMBERLANDS COMPANY

hereinafter called the first party, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey, subject to the conditions hereinafter set forth, unto LLOYD NICHOLSON CATTLE COMPANY, An Oregon Corporation

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:

The East half (E $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section 26;  
The West half (W $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section 25;  
The Northwest Quarter (NW $\frac{1}{4}$ ) and the East half (E $\frac{1}{2}$ ) of the East half (E $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) and the South half (S $\frac{1}{2}$ ) of the Southeast Quarter (SE $\frac{1}{4}$ ) ALL in Section 36; All of said property being in Township 33 South, Range 7 $\frac{1}{2}$  East of the Willamette Meridian, in the County of Klamath, State of Oregon.

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.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

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

None

and that he will warrant and defend the title to said merchantable timber against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances, if any. The words "merchantable timber" as used above shall mean and include all down timber together with all standing timber measuring 18 inches or more in diameter at the height of 12 inches above the ground. The second party shall have the right to enter upon said land and to remove said merchantable timber therefrom at any time within 6 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, representatives 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 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 officials 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.

(Continued on reverse)

Productive Timberlands Company

GRANTOR'S NAME AND ADDRESS

Lloyd Nicholson Cattle Co.

GRANTEE'S NAME AND ADDRESS

After recording return to:

Lloyd Nicholson Cattle Company

P. O. Box 458

Fort Klamath, OR 97626

NAME, ADDRESS, ZIP

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

Lloyd Nicholson Cattle Co.

P. O. Box 458

Fort Klamath, Oregon 97626

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of 19, 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.

Recording Officer

By Deputy

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$.....21,960.00.....  
 However, the actual consideration consists of or includes other property or value given or promised which is  
 the whole 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 14 day of September, 1984;  
 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)

STATE OF OREGON,

County.....

ss.

Personally appeared the above named  
 and acknowledged the foregoing instru-  
 ment to be.....voluntary act and deed.

Before me:

(SEAL)

Notary Public for Oregon

My commission expires:

PRODUCTIVE TIMBERLANDS COMPANY

Roger Nicholson pres

Dorothy Nicholson sec

STATE OF OREGON, County of Klamath ) ss.  
 September 14, 1984

Personally appeared Roger Nicholson and  
 Dorothy Nicholson who, being duly sworn,  
 each for himself and not one for the other, did say that the former is the  
 the president and that the latter is the  
 the secretary of

Productive Timberlands Co., 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:

Sandra Handsaker

Notary Public for Oregon

My commission expires: 7-23-85

STATE OF OREGON, )

County of Klamath )

Filed for record at request of

on this 20 day of Sept. A.D. 19 84  
 at 4:19 o'clock P M, and duly  
 recorded in Vol. M84 of Deeds  
 Page 16331

EVELYN BIEHN, County Clerk

By Tam Smith Deputy

Fee 8.00 Index: \$1.00