

45486

MTD-1396-307

TIMBER DEED

Vol. M85 Page 1644

KNOW ALL MEN BY THESE PRESENTS, That
Long, husband and wife,

Craig Long and Linda L.

the consideration hereinafter stated, does hereby grant, bargain, sell and convey, subject to the conditions herein-
after set forth, unto Lonnie Brookshis 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, S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ and NW $\frac{1}{4}$ SE $\frac{1}{4}$, 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

(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

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 "mer-
chantable timber" as used above shall mean and include all down timber together with all standing timber measuring
6 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 72
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 im-
mediately 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 assess-
ments 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 For-
ester and the State Fire Marshall, shall cooperate with all public bodies and officials in the prevention and suppres-
sion of fires on or threatening said property and shall make his employees available for firefighting when needed. Dur-
ing 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)

Craig and Linda L. Long

P.O. Box 545

Chiloquin, OR 97624

GRANTOR'S NAME AND ADDRESS

Lonnie Brooks

Box 538

Glide, OR 97443

GRANTEE'S NAME AND ADDRESS

After recording return to:

Donald A. Dole, Attorney

P.O. Box 1205

Roseburg, OR 97470

NAME, ADDRESS, ZIP

When a change is requested all tax statements shall be sent to the following address:

No Change

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

I certify that the within instru-
ment was received for record on the
day of 19
at o'clock M., and recorded
in book on page or as
file/reel numberRecord of Deeds of said county.
Witness my hand and seal of
County affixed.

By

Recording Officer

Deputy

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 20,000.00.
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 _____ day of _____, 19.85;
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)

Craig Long
Craig Long
Linda L. Long
Linda L. Long

STATE OF OREGON,
County _____ } ss.
January 30 _____, 19.85

STATE OF OREGON, County of _____, ss.
Personally appeared _____ and _____

Personally appeared the above named Craig Long and Linda L. Long, 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 _____, 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 behalf 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:
Helena L. Hayden
Notary Public for Oregon
My commission expires: 2/17/88

Before me:
Notary Public for Oregon
My commission expires: _____

STATE OF OREGON,)
County of Klamath)

Filed for record at request of _____

on this 30th day of January A.D. 19 85
at 3:28 o'clock P M, and duly
recorded in Vol. M85 of Deeds
Page 1644

EVELYN BIEHN, County Clerk

By *Sam Smith* Deputy

Fee 9.00