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BARGAIN AND SALE DEED

Vol. 1485 Page 13744
Vol. 1485 Page 11489

JOE MEEKER TESTAMENTARY TRUST, Grantor, grants, bargains and sells unto NORA MYRL HENRY all of the following described real property situated in Klamath County, Oregon, to-wit:

A one-half (1/2) undivided interest in and to all of that certain real property more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof.

This conveyance constitutes the distribution of all of the remaining real property of the Joe Meeker Testamentary Trust to one of the two remaining residuary beneficiaries and there was no monetary consideration given.

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.

Until a change is requested, all tax statements should be sent to the following address:

Nora Myrl Henry
1505 Terrace Drive
Medford, Oregon 97504

DATED this 18 day of July, 1985.

JOE MEEKER TESTAMENTARY TRUST

By:

H. Dewey Wilson, Co-Trustee

STATE OF OREGON

County of Jackson

) ss:

On this 18th day of July, 1985, personally appeared before me H. Dewey Wilson, who, being duly sworn, did say: That he is the Trustee for the Joe Meeker Testamentary Trust and that he executed the foregoing instrument by authority of and in behalf of said Trust; and he acknowledges said instrument to be the act and deed of said Trust.

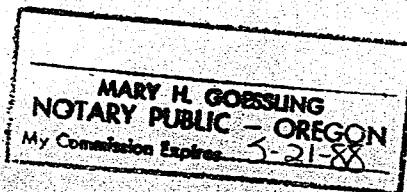
Mary H. Goessling
Notary Public for Oregon

My commission expires: 3-21-88

Upon recording, return to:

H. Dewey Wilson
Post Office Box 128
Medford, Oregon 97501

RERECORDED TO CORRECT TYPO-
GRAPHICAL ERROR IN DESCRIPTION
Bargain and Sale Deed



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EXHIBIT "A"

DESCRIPTION OF PROPERTY

All the following described real property situate in Klamath County, Oregon:

Parcel One: Lots 2, 3, 4, 5, 6, 11 and 12 of Section 7, Township 40 South Range 9 East of the Willamette Meridian, less that portion conveyed to the State of Oregon, by and through its State Highway Commission, by deed recorded in Book 207 at page 445 of Klamath County, Oregon Deed Records, and less that portion conveyed to C. A. Dunn and Anita M. Dunn by deed recorded in Book 215 at page 181 of Klamath County, Oregon Deed Records.

ALSO SAVING AND EXCEPTING, that portion conveyed to Donald T. Berger and Arlene M. Berger by Deed recorded in M-74 on page 14654, records of Klamath County, Oregon, and more particularly described as follows: Commencing at the East one-quarter corner of Section 7, Township 40 South, Range 9 East of the Willamette Meridian; thence North, 1784.31 feet; thence West 1266.11 feet to a point on the West boundary of Lower Lake Road for the true point of beginning; thence South $89^{\circ}00'50''$ West, 1060 feet, more or less, to the center line of the North Canal; thence Northwesterly along the centerline of the North Canal to the East boundary of the Northwest one-quarter of the Northwest one-quarter of said Section 7; thence North, along said East boundary to a point 30.00 feet South of the North boundary of said Section 7, said point also being the South boundary of State Highway No. 42; commonly known as Cross Road; thence Easterly, along said road boundary to the Westerly boundary of Lower Lake Road; thence South $22^{\circ}57'11''$ East along the boundary of Lower Lake Road to the point of beginning.

EXCEPTING THEREFROM that part of the above described tract lying within Government Lots 7 and 10 of said Section 7.

Parcel 2: NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 7, Township 40 South, Range 9 East of the Willamette Meridian, Excepting therefrom that portion conveyed to State of Oregon, by and through its State Highway Commission by deed recorded in Book 207 at page 445, of Deed Records of Klamath County, Oregon.

Parcel Three: NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, and Lot 1 of Section 8, Township 40 South, Range 9 East of the Willamette Meridian.

Saving and Excepting that portion deeded to Lawrence F. Gray in Deed Volume 360 on page 309, records of Klamath County, Oregon, and more particularly described as follows: All that portion of NE $\frac{1}{4}$ SW $\frac{1}{4}$, Lot 1 and the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 8 lying Southwesterly, southerly and southeasterly of the following described line, to-wit: Commencing at a point on the North line of said Lot 1, which point lies Westerly 495 feet from the Northeasterly corner of said Lot 1 and running thence Southeasterly to a point which is Westerly 165 feet from a point on the East line of said Lot, which last point is 580 feet South of said NE corner of said Lot 1; thence Easterly a distance of 430 feet to a point which is 265 feet Easterly of said point 580 feet South of the NE corner of said Lot 1; and thence Northeasterly in a straight line to a point on the East line of SE $\frac{1}{4}$ NW $\frac{1}{4}$ of said Sec. 8, which point is 840 feet North of the Southeast corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 8.

Reserving from the above described premises unto the Grantor herein a non-exclusive easement for road right of way purposes 25' wide along the east line of the Northwest quarter of Section 8, Township 40 South, Range 9 East of the Willamette Meridian for purposes of ingress and egress. This easement is appurtenant to and shall run with all other lands now recorded in the name of Meeker Farms, Inc. Sections 5, 6, 7, 8 and 9 said Township and Range, in Klamath County, Oregon.

EXCEPTING FROM said parcels 1, 2 and 3 the following described premises:

A parcel of land situate in Section 7, T.40 S., R.9E., W.M., being more particularly described as follows:

Beginning at a point on the westerly right-of-way line of the Lower Klamath Lake Road, from which point the East 1/4 corner of Section 7, T.40 S., R.9E., W.M. bears N 22°57'11" W 33.4 feet, East 1266.11 feet and South 1784.31 feet distant; thence N 67°02'49" E 30.00' to a point on the centerline of said Lower Klamath Lake Road; thence along said centerline S 22°57'11" E 1588.75 feet to a point; thence along a 2664.0 foot radius curve to the left, the long chord of which bears S 25°10'55" E 207.24 feet, 207.28 feet to a point; thence, leaving said centerline, S 62°35'20" W 30.00 feet to a point on the westerly right-of-way line of said Lower Klamath Lake Road; thence S 60°42'40" W 64.25 feet to a 5/8" iron pin reference monument; thence S 60°42'40" W 34 feet, more or less, to a point on the centerline of the North Canal of the Klamath Drainage District, as the same is presently located and constructed; thence northwesterly along the North Canal centerline 2378 feet, more or less, to a point on line with an existing fence to the east; thence along said fence line N 86°58'15" E 1025.8 feet, more or less, to the point of beginning.

ALSO EXCEPTING from said parcels 1, 2 and 3 those premises conveyed according to the Boundary Line Agreement and Conveyance between Donald T. Berger and Arlene M. Berger, Grantees, and the Joe Meeker Testamentary Trust, dated September 10, 1982, more particularly described as follows:

Beginning at a point on the westerly right-of-way line of the Lower Klamath Lake Road, from which point the East 1/4 corner of Section 7, T.40 S., R. 9 E., W.M. bears East 1266.11 feet and South 1784.31 feet distant; thence N 67°02'49" E 30.00 feet to a point on the centerline of said Lower Klamath Lake Road; thence along said centerline S 22°57'11" E 33.4 feet to a point; thence S 67°02'49" W 30.0 feet, to a point on the westerly right-of-way line of said road; thence S 86°58'15" W along an existing fence line and the extension thereof 1025.8 feet, more or less, to a point on the centerline of the North Canal of the Klamath Drainage District as the same is presently located and constructed; thence northwesterly along said canal centerline 82.5 feet, more or less, to a point; thence N 89°00'50" E 26 feet, more or less, to a 5/8" iron pin reference monument; thence N 89°00'50" E 1033.95 feet, more or less, to the point of beginning.

SUBJECT TO:

1. 1985-86 real property taxes, which are a lien upon the property but not yet due and payable.
2. That certain road right-of-way reserved in Deed recorded in Klamath County Deed Records at Volume M-81, page 9446.

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11492

3. Rights of the public in and to public roads, if any.
4. Acreage and use limitations under provisions of United States Statutes and regulations issued thereunder.
5. Liens and assessments of Klamath Project and Klamath Drainage district, and any and all obligations created or imposed upon or affecting said premises by the Klamath Drainage District.
6. The assessment roll and the tax roll disclose that the within described premises were specially assessed as farm land. Taxes for the year 1980-81 and possibly prior years have been deferred pursuant to ORS 308.370 to 308.403. These, plus earned interest are due and payable when said reason for the deferment no longer exists.
7. Right of way, including the terms and provisions thereof, given by Clyde R. Patterson and Irene H. Patterson to The California Oregon Power Co., dated December 12, 1944 and recorded January 16, 1945, in Deed Volume 172 on page 255, records of Klamath County, Oregon.
8. Rules, regulations, liens, assessments, contracts, rights of way, easements and any and all obligations created or imposed upon or affecting said premises by the Midland District Improvement Co., as disclosed by Landowners Notice recorded March 13, 1952 in Deed Volume 253 on page 420, records of Klamath County, Oregon.
9. Irrevocable License, including the terms and provisions thereof, Meeker Farms, Inc., grantor to Richard J. Meeker, grantee, a non-exclusive irrevocable license for his lifetime to hunt on property in question, dated May 5, 1981, and recorded May 28, 1981, in M-81 on page 9444, records of Klamath County, Oregon.



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 19th day
of July A.D., 19 85 at 1:26 o'clock P. M., and duly recorded in Vol. M85
of Deeds on Page 11499

FEE \$17.00

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Evelyn Biehn

By

County Clerk

Pat Smith

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 28th day
of August A.D., 19 85 at 2:45 o'clock P. M., and duly recorded in Vol. M85
of Deeds on Page 137 44

FEE \$17.00

Evelyn Biehn,

By

County Clerk

Pat Smith

THIS AGREEMENT made this 31stday of July 1985BETWEEN Ann Marie Piazza

(name)

whose address is

(or principal place of business is) 2370 Del Monte Lane Reno Nevada Attn 77112 Zip 89511

AND

Realvest Inc.

(name)

whose address is

(or principal place of business is) 438 Sycamore Road Santa Monica, Cal. 90402

hereafter designated as "Buyer."

WITNESS: That Seller, in consideration of covenants and agreements hereinafter contained agreed to sell and convey to Buyer, and Buyer agrees to buy the following described real property:

Lot 26, Block 43, Klamath Falls Forest Estates First Addition, Klamath County, Oregon

A. Cash Price		\$ <u>1500.00</u>
B. Less: Present Cash Down Payment	\$ <u>150.00</u>	
C. Deferred Cash Down Payment	\$ _____	
(Due on or before <u>19</u>)		
D. Trade-in	\$ _____	
E. Total Down Payment	\$ <u>150.00</u>	\$ <u>150.00</u>
F. Unpaid Balance of Cash Price - Amount Financed		\$ <u>1350.00</u>
G. FINANCE CHARGE (Interest Only)		\$ <u>402.48</u>
H. ANNUAL PERCENTAGE RATE <u>9</u> %		
I. Deferred Payment Price (A + G)		\$ <u>1902.48</u>
J. Total of Payments (E + G)		\$ <u>1752.48</u>

The "Total of Payments" is payable by Buyer to Seller in approximately 72 monthly installments of _____ Dollars (\$24.34), each, due on 5, 1985and a like amount due on the 15th day of each and every calendar month thereafter, until paid in full. The FINANCE CHARGE applies on all deferred payments from August 15, 1985, 1985. Such payments shall be made in lawful money of the United States. Buyer may make prepayments.Taxes for 1985/1986

and all subsequent taxes are to be paid by Buyer and he shall agree to pay all assessments levied subsequent to date hereof. Buyer to pay prorata share of current years taxes only from date of agreement. Seller and buyer agree at Buyers expense to place Contract and Warranty Deed in Holding Escrow at Klamath County Title Company. Seller agrees at Buyers expense and request to issue note and deed of trust on the above property by separate parcel or all.

IT IS UNDERSTOOD AND AGREED that time is of the essence of this contract and should Buyer fail to comply with the terms hereof, then Seller may at his option cancel this contract and be released from all obligations in law and in equity to convey said property, and Buyer shall thereupon be deemed to have waived all rights thereto and all moneys theretofore paid under this contract shall be deemed payments to seller for the execution of this Agreement and for the rental of premises. Notwithstanding the foregoing, Seller shall not cancel any delinquent contract until not less than 45 days after having mailed written notice to Buyer's address of his intent to do so, thereby affording Buyer at least 45 days grace period in which to cure any default.

SELLER, on receiving full payments at the times and in the manner herein provided, agrees to deliver a policy of title insurance showing title to be vested in Buyer free of encumbrances, except subject to easements of record, rights of way, covenants, conditions, reservations, restrictions, and exceptions of record, and to record, and to execute and deliver to Buyer a good and sufficient deed to the premises herein described.

Buyer and Seller agree that Buyer may go ahead and pay unpaid taxes, if any, and deduct amount paid from the principal balance.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year, first above written.

W.V. Tropp Realvest Inc.

Ann Marie Piazza

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 28th day of August A.D., 19 85 at 2:45 o'clock P M., and duly recorded in Vol. M85 of Deeds on Page 13748

FEE \$5.00

Evelyn Biehn, County Clerk

By _____