

OK

78291

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That Alpine Veneers, Inc., an Oregon corporation hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by Modoc Point Veneer Co., an Oregon corporation, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

See Exhibit "A" hereto.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except as provided in Exhibit "B" hereto

and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$385,000.00.

Consideration indicated which, 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 14th day of July, Aug., 1987; 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.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

STATE OF OREGON, ss.  
County of \_\_\_\_\_, 19\_\_\_\_

Personally appeared the above named \_\_\_\_\_

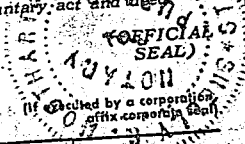
\_\_\_\_\_ and acknowledged the foregoing instrument to be \_\_\_\_\_ voluntary act and deed.

Before me:  
(OFFICIAL SEAL)  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

STATE OF OREGON, County of Washington ss.  
August 14, 1987  
Personally appeared Evan T. Davies and  
Donald Bellis 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

Alpine Veneers, Inc., 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:  
Shelly K. Moothart  
Notary Public for Oregon  
My commission expires: 10/25/90



Alpine Veneers, Inc.  
1210 Yeon Building  
Portland OR 97204  
GRANTOR'S NAME AND ADDRESS

Modoc Point Veneer Co.  
P.O. Box 5805  
Portland OR 97228  
GRANTEE'S NAME AND ADDRESS

After recording return to:  
Modoc Point Veneer Co.  
P.O. Box 5805  
Portland OR 97228  
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.  
Modoc Point Veneer Co.  
P.O. Box 5805  
Portland OR 97228  
NAME, ADDRESS, ZIP

STATE OF OREGON, ss.  
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/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ or as fee/file/instrument/microfilm/reception No. \_\_\_\_\_. Record of Deeds of said county. Witness my hand and seal of County affixed.

By \_\_\_\_\_ Deputy

SPACE RESERVED FOR RECORDER'S USE

- The following described real property in Klamath County, Oregon:

A tract of land situated in Section 15, Township 36 South, Range 7 East of the Willamette Meridian, more particularly described as follows: Beginning at a 1 inch iron pipe on the Westerly boundary of Modoc Point, a platted subdivision in Klamath County, Oregon, which is South 85° 30' West 30 feet and North 71° 51' West (North 71° 45' West by plat) 120.20 feet from the Northwestern corner of Lot 26 in said Modoc Point; thence West 93.32 feet to a 5/8 inch iron pin marking the true point of beginning of this description; thence North 01° 06' 15" East 870.04 feet to a 5/8 inch iron pin in the centerline of State Secondary Highway No. 427 as constructed; thence North 55° 33' 15" West along said Highway centerline 630.61 feet to a 5/8 inch iron pin; thence South 14° 55' 45" West 528.77 feet to a 5/8 inch iron pin; thence South 05° 13' 15" West 553.13 feet to a 5/8 inch iron pin; thence continuing South 05° 13' 15" West to the Northerly shore line of Upper Klamath Lake; thence Southeasterly along said shore line to a point East of the true point of beginning; thence East to a 5/8 inch iron pin being located West 244.79 feet from the true point of beginning; thence East 244.79 feet to the true point of beginning of this description.

The above described tract of land being subject to the following described easement:

Beginning at a point on the Easterly line of above described tract of land, said point being North 01° 06' 15" East a distance of 669.04 feet from the true point of beginning, said point being the apparent centerline of an existing railroad spur grade 21 feet in width; thence North 65° 32' 27" West along said centerline to the Westerly line of said described tract of land.

EXCEPTING FROM the above described land any portion lying within the limits of the State Secondary Highway.

1. Rights of the public in and to any portion of said premises lying within the limits of roads and highways.
2. Rights of Governmental bodies in and to that portion of the above described property lying below the high water mark of Upper Klamath Lake.
3. Easement, including the terms and provisions thereof, dated December 12, 1923, and recorded on January 15, 1924 in favor of The California Oregon Power Company.
4. Easement, including the terms and provisions thereof, dated August 20, 1926, and recorded on August 10, 1928 in favor of Klamath Telephone and Telegraph Company.
5. Agreement, including the terms and provisions thereof, between Lamm Lumber Company and Southern Pacific Company, dated August 1, 1936, recorded September 8, 1936 in Mortgage Volume 57 at page 359.
6. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Modoc Point Irrigation District.
7. Mortgage in favor of First National Bank of Oregon dated May 24, 1976, and recorded on May 27, 1976, and modified on May 25, 1984, and on September 19, 1984.
8. Mortgage in favor of United States National Bank of Oregon, dated October 16, 1979, and recorded on November 2, 1979.
9. Mortgage in favor of United Pacific Insurance Company dated November 25, 1985, and recorded on January 20, 1986.
10. Mortgage in favor of United States National Bank of Oregon, Commercial Banking Division dated October 13, 1986, and recorded on October 27, 1986.
11. Security interest in favor of United Pacific Insurance Company, recorded on January 5, 1987, and on March 12, 1987.

STATE OF OREGON,  
County of Klamath ss.

Filed for record at request of:

Aspen Title Company  
on this 19th day of August A.D. 1987  
at 11:03 o'clock A M. and duly recorded  
in Vol. M87 of Deeds Page 14898.

Evelyn Biehn, County Clerk

By

[Signature]

Deputy.

Fee, \$18.00