FORM No. 711—TIMBER DEED (in fividual or Corporate). X.41527 Vol.<u>m89</u>_Page_ KNOW ALL MEN BY THESE PRESENTS, That S. A. GIRARD 8507 a consideration torsization torsization data data to the first party, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey, subject to the conditions hereinafter set forth, unto MARIAN R. SCHLUCHTER his heirs, successors-in-interest and assigns, (all of whom, for brevity, hereinafter are called the second party, all of Klamath the merchantable timber lying or standing upon that certain land in Klamath County, Oregon, Oregon, 159 acres, more or less, located in the Southeast one-quarter of Section 35, Township 35 South, Range 14 East of the Willamette Meridian, including any and all merchantible timber contained thereon. 2 TO HAVE AND TO HCLD the same unto the said second party for the period hereinafter stated. The first party hereby covenants to and with the second party for the period hereinairer stated. The first party hereby covenants to and with the second party that he is lawfully seized in iee simple of the described provises that the same are tree from all and upbrances event 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 whomsover except those claiming under the above described encumbrances if any The words "merand that he will warrant and detend the title to said merchantable timber against the lawful claims and demands of all persons whomsover, 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 all persons whomsover, except those claiming under the above described encumbrances, it any. The words "mer-chantable timber" as used above shall mean and include all down timber together with all standing timber measuring 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 with any standing timber with all the second party shall. b 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 which said timber may be removed hereinafter is called the have the right to enter upon said land and to remove said merchantable timber therefrom at any time WXMMXXXXXXX. REAST 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-WWWW from the date hereof (for brevity, the time within which said timber may be removed hereinatter 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 adapts. Topresentatives "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 ireely occupy said described lands (2) to build and use roads flumes skid 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, fram and other ways and railroads (3) to use of water on said lands and sites for the storate of logs lumber and and employees, (1) to enter upon and reely 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 evect and use mills buildings and other structures thereon. all structures erected by 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 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 carty and shall become the sole property of the first party. the second party during said period which are not removed within thirty days after the exp deemed abandoned by the second party and shall become the sole property of the first party. Post Office Box 349 Oakville, California 94562 Marian R. Schluchter STATE OF OREGON, GRANTOR'S NAME AND ADDRESS 2604 Autumn County of Klamath Falls, Oregon 97601 -SS. I certify that the within instrument was received for record on the After racording return to: GRANTEE'S NAME AND ADDRESS Marian R. Schluchter SPACE RESERVED o'clockM., and recorded in book/real/volume No...... on Klamath Falls, Oregon 97601 FOR page or as tee/file/instru-ment/microfilm/reception No....., RECORDER'S USE Until a change is requested all tax statement; shall be sent to the following address. Record of Deeds of Said county. S. A. Girard Witness my hand and seal of P. 0. Box 349 Oakville, CA 94562 County affixed. 1 NAME By..... Deputy

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All taxes levied on or which attach to said lands or timber during the said period, including forest parts and the second party promptly of authority, shall be paid by the second party promptly of the second party public agency or authority shall observe and conform to all local, state	trol assess-
All taxes levied on or which attach to said lands or timber during the said period, including forest parts All taxes levied on or which attach to said lands or timber during the second party promptly of and other levies by any public agency or authority, shall be paid by the second party promptly nents and other levies by any public agency or authority, shall observe and conform to all local, state there is an other levies by any public agency or authority, shall observe and conform to all local, state there is an other levies by any public agency or authority, shall observe and conform to all local, state there is an other levies by any public agency or authority, shall observe and conform to all local, state agency of the second party shall observe and conform to all local, state agency of the second party shall observe and conform to all local, state agency of the second party shall observe and conform to all local, state agency of the second party shall observe and conform to all local, state agency of the second party shall observe and conform to all local, state agency of the second party shall observe and conform to all local, state agency of the second party shall observe and conform to all local agency of the agency of the second party shall observe and conform to all local agency of the agency of the second party shall be agency of the second party shall be agency of the agency of the second party shall be agency of the second party shall be agency of the agency of the second party shall be agency of the se	n or before
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May 15 19 89 each for himself and not one for the other, and say the president and the president and the secretary of	
J. n. ulture	a corporation.
Personally appeared the above name and acknowledged the foregoing instru- his voluntary act and deed. and that the seal attixed to the foregoing instrument is and that the seal attixed to the foregoing instrument is and that the seal attixed to the foregoing instrument is and that the seal attixed to the foregoing instrument is and that the seal attixed to the foregoing instrument is and that the seal attixed to the foregoing instrument is and that the seal attixed to the foregoing instrument is and that the seal attixed to the foregoing instrument is and that the seal attixed to the foregoing instrument is attixed to the foregoing instrument is and that the seal attixed to the foregoing instrument is attixed to the foregoing instrument is attixed to the foregoing instrument is	the corporate seal
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<i>My commission expires:</i> 70-13-90 <i>My commission expires:</i> <i>My commission expires:</i> 70-13-90 <i>My commission expires:</i> This Timber Deed is given by the grantor to the grantee for securit to secure the payment of that Promissory Note signed by the grantor in favo	ruiune
This The payment of that Promissory Note signed by	
to secure the payment of 1989. grantee dated May $\frac{1}{15}$, 1989.	
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STATE OF OREGON: COUNTY OF KLAMATH: \$5.	<u>16th</u> day
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