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TIMBER DEED

Vol. m89 Page 8507

STEVENESS LAW PUBLISHING CO., PORTLAND, OR. 97204

FOR SECURITY PURPOSES ONLY

KNOW ALL MEN BY THESE PRESENTS, That S. A. GIRARD

the consideration hereinafter stated, does hereby grant, bargain, sell and convey, subject to the conditions herein after 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 the merchantable timber lying or standing upon that certain land in Klamath County, 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 merchantable timber contained thereon.

89 MAY 15 PM 2 11

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 "merchantable timber" as used above shall mean and include all down timber together with all standing timber measuring 5 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 ~~XXXXXXX~~ 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.

(Continued on reverse)

S. A. Girard  
Post Office Box 349  
Oakville, California 94562

GRANTOR'S NAME AND ADDRESS

Marian R. Schluchter  
2604 Autumn  
Klamath Falls, Oregon 97601

GRANTEE'S NAME AND ADDRESS

After recording return to:  
Marian R. Schluchter  
2604 Autumn  
Klamath Falls, Oregon 97601

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.  
S. A. Girard  
P. O. Box 349  
Oakville, CA 94562

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of } ss.

I certify that the within instrument was received for record on the day of , 19, at o'clock M., and recorded in book/real/volume No. or as fee/file/instrument/microfilm/reception No. Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME

TITLE

By Deputy

SPACE RESERVED FOR RECORDER'S USE



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.

However, the actual consideration consists of or includes other property or value given or promised which is ~~part of the~~ consideration (indicate which). (The sentence between the symbols <sup>Ⓢ</sup>, 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 15 day of May, 19 89; 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.

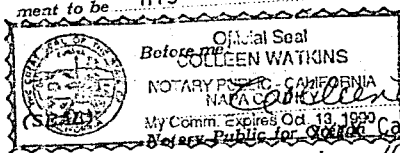
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO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

STATE OF ~~OREGON~~ California } ss.  
County Napa

May 15, 19 89

Personally appeared the above named S. A. Girard

and acknowledged the foregoing instrument to be his voluntary act and deed.



My commission expires: 10-13-90

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

Personally appeared \_\_\_\_\_ and \_\_\_\_\_ 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 \_\_\_\_\_

\_\_\_\_\_ 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:

(SEAL)

Notary Public for Oregon  
My commission expires:

(If executed by a corporation, affix corporate seal)

This Timber Deed is given by the grantor to the grantee for security purposes only to secure the payment of that Promissory Note signed by the grantor in favor of the grantee dated May 15, 1989.

STATE OF OREGON: COUNTY OF KLAMATH: \$.

Filed for record at request of Klamath County Title Co. the 16th day of May, A.D., 19 89 at 2:11 o'clock P.M., and duly recorded in Vol. M89 on Page 8507

Evelyn Biehn, County Clerk

By Pauline M. Williams

FEE \$13.00