15960

KNOW ALL MEN BY THESE PRESENTS, That MARIAN R. SCHLUCHTER

(Continued on reverse)

, hereinafter called the first party, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey, subject to the conditions hereinafter set forth, unto S. A. GIRARD

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, described as follows, to-wit:

> 159 acress 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.

> > HE 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 whomsover, 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 inches or more in diameter at the height of 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 XXIVXXXXXXX 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 anandoned by the second party unit shall become the sole property of the first party.

Marian R. Schluchter		STATE OF OREGON,	*****] ***
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S. A. Girard		ment was received for	10
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S. A. Girard	NECORDER	ment/microfilm/recepti	on No,
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NAME, ADDRESS, ZIP		County affixed.	
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417.011/19.863 All tuxes 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 purty 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 telling, 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. The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 40,000.00 the profile to day detailed by high by better the profile of the p 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. 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

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ion, eal instrument to be its voluntary act and deed.

(SEAL.) Notary Public for Oregon (if executed by a corporation, affix corporate seal) My commission expires:

STATE OF OREGON: COUNTY OF KLAMATH:

stary Public for Oregon

My commission expires:

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of		June	A.D	. 19 10 at	2:42	o'clock	D).4	recorded in Vol.		. day
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(SEAL)