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83028 06-20-94A11:49 RCVD BARGAIN AND SALE DEED Vol 94 Page 19247

KNOW ALL MEN BY THESE PRESENTS, That Jim (James) M. Maynard

hereinafter called grantor,  
for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto the Martin J. Thommes  
and Joyce C. Ward Trust dated 9-19-1991  
hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the  
tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County  
of Klamath, State of Oregon, described as follows, to-wit:

Undivided one-half interest in a Leasehold Interest in Lot 4, Block Q,  
U.S. Forest Service Summer Home Subdivision, Lake of the Woods, Klamath  
County, Oregon; and more particularly in the legal description to be  
found in the Warranty Deed, Document 43975, as recorded in Volume M92 of  
Deeds Page 8819, Klamath County Records, Oregon; and in the attached  
Agreement dated 6-8-1994; thereby conveying Grantee complete ownership  
in said property at Lot 4, Block Q.

Subject to Unrecorded Term Special Use Permit from USDA - Forest Service  
and Covenants, conditions, restrictions, rights and rights of way now  
of record on the subject property.

(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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$271.55

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 ©, 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 8th day of June, 1994;  
if a corporate grantor, it has caused its name to be signed and its seal affixed by an officer or other person duly author-  
ized to do so 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 AND TO DETERMINE ANY  
LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN  
ORS 30.930.

STATE OF OREGON, County of Jackson ) ss.

This instrument was acknowledged before me on June 8

by Jim (James) M Maynard

This instrument was acknowledged before me on

by

as

of

Charles Revel  
Notary Public for Oregon  
My commission expires 12/26/97

Jim Maynard  
559 So. Mountain  
Ashland, OR 97520  
Grantor's Name and Address

Martin Thommes / Joyce Ward  
549 Auburn St.  
Ashland, OR 97520  
Grantee's Name and Address

After recording return to (Name, Address, Zip):

Martin Thommes / Joyce Ward  
549 Auburn St.  
Ashland, OR 97520

Until requested otherwise send all fax statements to (Name, Address, Zip):

Martin Thommes / Joyce Ward  
549 Auburn St.  
Ashland, OR 97520

STATE OF OREGON,

County of

I certify that the within instru-  
ment 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/instru-  
ment/microfilm/reception No.  
Record of Deeds of said County.

Witness my hand and seal of  
County affixed.

NAME

TITLE

By Deputy



# CABIN TRADE AGREEMENT

Agreement made this 8th day of June 1984 between Jim (James) M. Maynard, whose mailing address is 559 So. Mountain Ave, Ashland, Oregon 97520 (hereafter referred to as Maynard) and Martin J. Thommes and Joyce C. Ward whose mailing address is 549 Auburn Street, Ashland, Oregon 97520. Joyce Ward and Martin Thommes are hereafter referred to as Ward-Thommes.

1. The purpose of this Agreement is the trade of Maynard's 50% ownership in the cabin known as Q-4, Lake of the Woods (hereafter referred to as Q4) plus \$75,000.00 to Ward-Thommes in exchange for full ownership of the cabin known as Q-10, Lake of the Woods (hereafter referred to as Q10) to Maynard.
2. Maynard and Ward-Thommes agree to prorate any prepaid fees for each property for the Forest Service leases, insurance, and Klamath County Property Tax, propane tank rental, and the current replacement cost of the propane. Maynard and Ward-Thommes will each equally pay half of all costs for closing including but not limited to transfer of title, recordings, etc.
3. Ward-Thommes and Maynard agree to first make complete settlement of accounts for the present partnership of ownership of Q4 by Joyce Ward and Jim Maynard with no inclusions of charges for labor by any of the owners, costs for the additional cabinet work, and to readjust costs for 1992 utilities to charge Maynard 33.3% and Ward-Thommes 66.7%.
4. Maynard agrees to make payment to Ward-Thommes in full at closing.
5. Ward-Thommes and Maynard agree that Maynard will retain ownership of all items owned by Maynard left at Q4 which have not been charged to the present owner partnership of Joyce Ward and Jim Maynard for Q4. These include, but are not limited to, one oil painting, one lithograph by Joan Rothermel, telephone answering machine, microwave oven, hot plate, coffee maker, stove/oven, Kawasaki jet ski and accessories, winch, paddles, waterski jackets, wash tub, various hand tools, wrecking bar, fire hose, screen door, clothes, books, and garbage can. Maynard also is to get ownership of the bed he used at Q4.
6. Ward-Thommes and Jim agree that Ward-Thommes will retain ownership of all items owned by Ward-Thommes left at Q10 and which were not included with the original purchase of Q10 by Ward-Thommes. These include, but are not limited to two tapestry wall hangings, one set of wall prints, one double sleeper sofa, new double mattress set, phonograph, books & magazines, one sailboat, one orange rowboat with accessories such as oars, life preservers, sea biscuit, etc., but not including the woodstove.
7. Ward-Thommes and Maynard agree that ownership of both canoes will remain with Q4 and that ownership of the aluminum runabout boat and motor will remain with Q10. Ward-Thommes and Maynard agree that the Q4 dock, extra floatation, and fire wood will remain at Q4 and the Q10 dock and fire wood at Q10 will remain at Q10.
8. This Agreement shall be construed and interpreted according to the laws of the State of Oregon and shall be binding upon the parties hereto, their heirs, successors, assigns, executors, administrators and personal representatives; and references to Maynard and to Ward-Thommes herein shall include their heirs, successors, assigns, executors and personal representatives.
9. In the event litigation ensues, the prevailing party will be entitled to a reasonable award of attorney's fees incurred, at trial or on appeal.

*Jim Maynard* 6-8-94  
Jim Maynard Date

*Martin Thommes* 6-8-94  
Martin Thommes Date

*Carol Kevel*  
Notarized Witness

*Joyce Ward* 6-8-94  
Joyce Ward Date

## STATE OF OREGON

County of Jackson ss. On this 8th day of June, 19 94, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named Jim Maynard Martin Thommes Joyce Ward

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

attached to document

*Carol Kevel*  
Notary Public for Oregon  
My commission expires 12/26/97

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Thommes/Ward the 20th day of June A.D., 19 94 at 11:49 o'clock A M., and duly recorded in Vol. M94 of Deeds on Page 19247

FEE \$35.00

Evelyn Biehn - County Clerk

By *Caroline Mullendore*