

This Indenture Witnesseth, THAT CLOVER M. FALVEY,

hereinafter known as grantor , for the consideration hereinafter stated
has bargained and sold, and by these presents do es grant, bargain, sell and convey unto
PHILLIP A. HARBIN, JR. and MARGARET L. HARBIN,
husband and wife, grantees, the following described premises, situated in Klamath County, Oregon, to-wit:

A tract of land situated in the NE $\frac{1}{4}$ of Section 10, Township 41 South, Range 10 East of the Willamette Meridian, more particularly described as follows:

Beginning at a 5/8-inch iron pin on the North line of said Section 10, said pin situated South 89°18'00" East 299.24 feet from the North one-quarter corner of said Section 10; thence South 11°06'10" East 610.36 feet; thence South 09°36'40" East 594.00 feet; thence South 22°57'50" East 814.80 feet; thence South 44°26'40" East 1055 feet, more or less, to the South line of the NE $\frac{1}{4}$ of said Section 10; thence Easterly along said South line 137 feet, more or less, to the Westerly line of the Van Brimmer Ditch; thence Northwesterly along the said Westerly line 2990 feet, more or less, to the North line of said Section 10; thence North 89°18'00" West 250 feet, more or less, to the point of beginning, containing 20.2 acres, more or less, with bearings based on Survey No. 1215, as recorded in the office of the Klamath County Surveyor.

SUBJECT TO: Taxes for the year 1979-1980 which are now a lien but not yet payable; Acreage and use limitations under provisions of United States Statutes and regulations issued thereunder; Rules, regulations, liens, assessments, contracts, rights of way, easements and any and all obligations created or imposed upon or affecting said premises by the Klamath Basin Improvement District, a corporation; Any unpaid charges or assessments of Klamath Basin Improvement District; Liens and assessments of Klamath Project and Klamath Irrigation District, and regulations, easements, contracts, water and irrigation rights in connection therewith; Rights of the public in and to any portion of the herein described premises lying within the limits of any road or highway; Easements and rights of way of record and those apparent on the land, if any.

NOTE: The above-described premises are specially assessed as farm land. Taxes for the year 1978-79 and possibly prior years have been deferred pursuant to ORS 308.370 to 308.403. These, plus earned interest, are due and payable when said reason for the deferment no longer exists.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 30,000.00

~~However, the actual consideration includes other property which is part of the consideration.~~
(Strike out the above when not applicable)

TO HAVE AND TO HOLD the said premises with their appurtenances unto the said grantees as an estate by the entirety. And the said grantor does hereby covenant, to and with the said grantees, and their assigns, that she is the owner in fee simple of said premises; that they are free from all incumbrances, except those above set forth,
and that she will warrant and defend the same from all lawful claims whatsoever, except those above set forth.

IN WITNESS WHEREOF, she has hereunto set her hand and seal
this 7th day of September, 1979

(SEAL)

Clover M. Falvey (SEAL)

(SEAL)

(SEAL)

STATE OF OREGON, County of Klamath) ss. September 13, 1979.
Personally appeared the above named Clover M. Falvey

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

Before me:

William L. Sismore
Notary Public for Oregon.
My commission expires Oct 21 1982

After recording return to:

Don H. Kinsman
Jo Linda Kinsman
P.O. Box 7580
Klamath Falls, OR 97602

Until a change is requested, all tax statements shall be sent to the following name and address:

Phillip A. & Margaret L. Harbin

Box 325
Merrill, Oregon 97633

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 _____ on page _____ Record of Deeds of said County.

Witness my hand and seal of County affixed.

County Clerk-Recorder

By _____

Deputy

From the Office of
WILLIAM L. SISEMORE
First Federal Bldg.
540 Main Street
Klamath Falls, Oregon 97601

95 DEC 13 AM 127

40

and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that when, and if, vendee shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said instruments to vendee, but that in case of default by vendee said escrow holder shall, on demand, surrender said instruments to vendor.

But in case vendee shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then vendor shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due and payable; (3) To specifically enforce the terms of the agreement by suit in equity; (4) To declare this contract null and void, and in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all the right and interest hereby created or then existing in favor of vendee derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and re-vest in vendor without any declaration of forfeiture or act of reentry, and without any other act by vendor to be performed and without any right of vendee of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

Should vendee, while in default, permit the premises to become vacant, Vendor may take possession of same for the purpose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by vendor he shall not be deemed to have waived his right to exercise any of the foregoing rights.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, vendee agrees to pay reasonable cost of title report and title search and such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provision hereof shall in no way affect vendor's right hereunder to enforce the same, nor shall any waiver by vendor of such breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

In construing this contract, it is understood that vendor or the vendee may be more than one person; that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators and assigns.

Witness the hands of the parties the day and year first herein written.

12-12-95
After Recording, Mail to
Glenn Kinsman
C/O Linda Kinsman
PO Box 7580
Klamath Falls, OR
97602

Clover M. Falvey
Phillip A. Harbin
Margaret L. Harbin

STATE OF OREGON)

County of Klamath) SS September 13, 1979

Personally appeared the above-named Clover M. Falvey and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

William L. Sigmore
Notary Public for Oregon

(SEAL)
My Commission Expires *Oct 8, 1982*

From the office of
William L. Sigmore
Attorneys at Law

Until a change is requested, all tax statements shall be sent to: Phillip A. & Margaret L. Harbin, Box 305, Merrill, Oregon 97633

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 14th day of September A.D., 19 79 at 2:40 o'clock P M, and duly recorded in Vol M79 of Deeds on Page 21939

FEE \$10.50

WM. D. *M. N. P.* County Clerk

By *Bernetha Shelton* Deputy

INDEXED

33952-A

8325

1. The Government of the United States of America, hereinafter referred to as the "Government," and the Government of the People's Republic of China, hereinafter referred to as the "Government of China," have agreed to the following terms of trade:

1. The first step in the process of identifying a problem is to define the problem. This involves identifying the symptoms of the problem and determining the scope of the problem. Once the problem has been defined, the next step is to identify the causes of the problem. This involves identifying the factors that are contributing to the problem and determining the relationships between these factors. Once the causes of the problem have been identified, the next step is to develop a plan of action. This involves identifying the steps that need to be taken to solve the problem and determining the resources that will be needed to implement the plan. Once a plan of action has been developed, the next step is to implement the plan. This involves carrying out the steps that have been identified in the plan and monitoring the progress of the implementation. Finally, the last step in the process is to evaluate the results of the implementation. This involves determining whether the problem has been solved and whether the resources have been used effectively.

Filed for record at request of Klamath First Federal the 13 day
of Dec. A.D., 19 95 at 11:27 o'clock P. M., and duly recorded in Vol. M95,
of Deeds on Page 33951

By Bernetha G. Letsch, County Clerk
Cheryl Russell

[illegible][illegible][illegible]

[Handwritten signature]

Personally appeared the above-named Clover M. Halvey and acknowledged the same to be her voluntary act and deed. Before me, Notary Public in and for the State of New York, on the 22nd day of September, 1972.

NOTARY PUBLIC FOR OREGON

Mr. William A. B. Langford, Jr., Portland, Oregon

