

BARGAIN AND SALE DEED

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Douglas Carpa, trustee of the Juanita and Associate Trust, trustee of the Hall Holding Trust, Juniper Holding Trust, Mountain Holding Trust, Orchard Holding Trust, Park Holding Trust, River Holding Trust, Start Holding Trust, and Viewpoint Holding Trust; I. F. RODGERS and RAD R. RODGERS, beneficiaries of The Quarter Circle Ranch Management Trust; Douglas Carpa, trustee of American Common Trust, trustee of The Quarter Circle Ranch Management Trust; and Enrique Almodovar, trustee of Contract Administrators Trust, settlor of The Quarter Circle Ranch Management Trust, beneficiary of the Hall Holding Trust, Juniper Holding Trust, Mountain Holding Trust, Orchard Holding Trust, Park Holding Trust, River Holding Trust, Start Holding Trust, and Viewpoint Holding Trust; and Robert L. Talbot, trustee of the American Liberator Trust, settlor of the Hall Holding Trust, Juniper Holding Trust, Mountain Holding Trust, Orchard Holding Trust, Park Holding Trust, River Holding Trust, Start Holding Trust, and Viewpoint Holding Trust; hereinafter called GRANTORS, do hereby grant, bargain, convey and release unto I. F. RODGERS & SONS, GRANTEE, its successors and assigns, the real property described in the attached Exhibit A, together with the improvements situated thereon, and also the estate therein which the Trustees have or have power to convey or dispose of as Trustees in the aforementioned trusts, if any, to have and to hold the same unto the said GRANTEE and GRANTEE's successors and assigns forever.

This conveyance is subject to all existing encumbrances including zoning ordinances, easements, conditions, and restrictions of record and is made without any warranties or representations whatsoever.

This deed is intended as a conveyance, absolute in legal effect as well as in form, of the title to said property to GRANTEE and not as a mortgage, trust deed, or security device of any kind and that possession of said premises is hereby surrendered to GRANTEE, and that in executing this deed the GRANTORS are not acting under any misapprehension as to the effect hereof nor under any duress, undue influence or misrepresentation by the GRANTEE or its agents, partners, or attorneys.

True consideration for this conveyance is \$0.00.

It is understood by the GRANTORS and GRANTEE that this conveyance is intended to restore to GRANTEE its interest in the subject real property transferred to the trusts named above for no consideration.

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.

DATED this 23<sup>rd</sup> day of June, 1997.

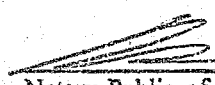
  
Douglas Carpa, Trustee

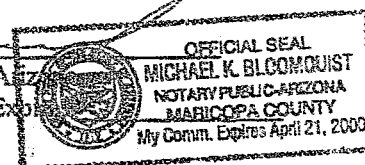
STATE OF ARIZONA )

) ss.

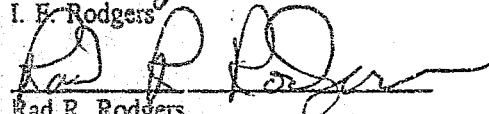
County of Maricopa )

SUBSCRIBED AND SWORN TO before me this 23<sup>rd</sup> day of June, 1997 by Douglas Carpa, Trustee

  
Notary Public of Arizona  
My Commission Expires



  
I. F. Rodgers

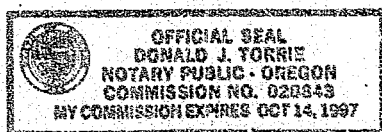
  
Rad R. Rodgers

STATE OF OREGON )

) ss.

County of Klamath )

SUBSCRIBED AND SWORN TO before me this 21 <sup>JULY</sup> day of June, 1997 by I. F. Rodgers and Rad R. Rodgers.



  
Notary Public of Oregon  
My Commission Expires: 10-14-97

25584

Enrique Almodovar

STATE OF ARIZONA )

County of Maricopa ) ss.

SUBSCRIBED AND SWORN TO before me this \_\_\_\_ day of June, 1997 by Enrique Almodovar.

Notary Public for Arizona

My Commission Expires: \_\_\_\_\_

STATE OF ARIZONA )

County of Maricopa ) ss.

SUBSCRIBED AND SWORN TO before me this 23<sup>rd</sup> day of June, 1997 by Douglas Carpa, Trustee

Notary Public for  
My Commission



STATE OF ARIZONA )

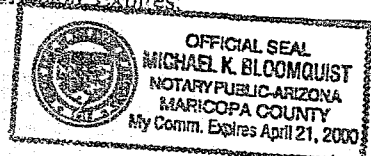
County of Maricopa ) ss.

SUBSCRIBED AND SWORN TO before me this 15<sup>th</sup> day of July, 1997 by Robert Talbot, Trustee

Notary Public for Arizona

My Commission Expires: \_\_\_\_\_

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ADDENDUM "A"

All of government Lots 2, 3, 4, 5, 6, 7, 10, 11 and 12 of Section 3, Township 40 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon:

EXCEPTING THEREFROM a parcel of land situated in Government Lot 4, being more particularly described as follows:

Beginning at the intersection of the South line of South Poe Valley Road and the East line of Schaupp Road; thence South along the East line of Schaupp Road, a distance of 492 feet, more or less, to an existing fence; thence East along existing fence line a distance of 840 feet; thence in a Northwesterly direction following the centerline of an existing irrigation ditch, 531 feet, more or less, to a point on the South line of the South Poe Valley Road; thence West along the South line of said road a distance of 625 feet, more or less, to the point of Beginning, in Section 3, Township 40 South, Range 11 East of the Willamette Meridian.

ALSO EXCEPTING THEREFROM that portion thereof conveyed by John Fischer to the United States of America, recorded in Deed Volume 39 at page 20, Deed Records of Klamath County, Oregon.

SUBJECT TO: All future real property taxes and assessments; reservations, restrictions, easements and rights of way of record, and those apparent on the land; rights of the public in and to any portion of the within described premises lying within the limits of roads and highways; regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Klamath Irrigation District and Klamath Basin Improvement District; MORTGAGE, including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein, given to secure the payment of \$120,00.00, dated July 6, 1977 in Book M-77 at page 12868, Mortgage records of Klamath County, Oregon, executed by Emil B. Wells and Halcyon E. Wells, Husband and Wife, in favor of The Federal Land Bank of Spokane, which said mortgage the SELLER herein agrees to pay according to the terms thereof, and hold BUYER harmless therefrom.

This description includes all or parts of Land Patents #98 and 1137, certified and on record with The Bureau of Land Management in Portland, Oregon.

Quitclaims have been recorded on Land Patent #1137 Land Patents #1362 and 275 with the declarer disclaiming parts of Land Patent not pertaining to declarer.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of I. Rodgers & Sons the 6th day of August A.D., 1997 at 9:55 o'clock A. M., and duly recorded in Vol. M97 of Deeds on Page 25582.

FEE \$45.00

By Bernetha G. Leisch, County Clerk  
Ruth Ann Ross

Return: I. Rodgers & Sons  
20909 S. Poe Valley Rd  
Klamath Falls, OR 97603