P	ublic record notice: When recorded return to:		
_	Gleaming Ocean	- '	
ተር չ	PMB # 238 2149 W. Cascade	<u>St</u> e.	106A
	Hood River, Oregon 97031		
_			

# REAL PROPERTY BILL OF EXCHANGE CONTRACT & AGREEMENT

This contract is dated this 12th day of Sep., 2000, and is between,	
Deming Creek Ranch L.L.C.	,
hereafter known as PARTY OF THE FIRST PART and,	•
Gleaming Ocean	•
hereafter known as PARTY OF THE SECOND PART.	
The parties named herein reserve all rights to the Course of the Common Law, without the course of the	

The parties named herein reserve all rights to the Course of the Common Law, without prejudice, and come together this date in this two party contractual relationship to transfer complete and absolute ownership and control over the following described property:

PROPERTY DESCRIPTION (LEGAL)

EXHIBIT "A"

Party of the First Part warrants that he/she has full and absolute ownership rights, and rights of control of said described property. That the property is free of liens and encumbrances, and by this unconditional Real Property Bill of Exchange - Contract and Agreement,

Real Estate Bill of Exchange

1 of 3

S7-3 Rev 8/99 Party of the Second Part offers consideration acceptable to the party of the First Part in the amount of One Thousand Dollars and no 00/100 (\$1,000 and no 00/100) in trade for the above described property, all absolute ownership and control at-law of the above described property, on the condition that it is free from liens, encumbrances and any trusteeships that would exercise ownership and control rights that would negate the Party of the Second Part's free use of purchased property as an absolute property right.

Party of the First Part accepts the tendered offer at-law of the above trade on the Party of the Second Part's conditions, warranting that liens and/or encumbrances have been extinguished and trusteeships have been revoked and made null and void by certified mail service, or in person, on or about the 12th, of Sep., 2000, and conveys absolute property ownership to buyer

Party of the First Part now delivers, by this instrument, the above described property to the Party of the Second Part, and the Party of the First Part acknowledges receipt of One Thousand Dollars and oo/100 (\$1,000 and no 00/100) in consideration acceptable to the Party of the First Part in Trade for the absolute ownership and control at-law of the above described property.

This Bill of Exchange Contract and Agreement serves as a public notice to all that the Party of the Second Part and the Party of the First Part are functioning by the course of the common law by exercising full and complete rights of absolute ownership and control over property traded. All rights are reserved to the Course of the Common Law, none are waived without prejudice.

PROTECTION OF LAW: The authority of the parties, named herein, under the terms and obligations of this Real Property Bill of Exchange and Contract and Agreement is protected under the provisions of 1:10:1; 4:2:1; 6:2; AMENDMENTS 1,4,6,7,9,10 &14 of the U.S. Constitution the Supreme Law of the Land, Blks Law Dic Pg. 643, 644, 645, 1602, 1603, 1385. The parties named herein as well as the Terms Conditions and Obligations of this Real Property Bill of Exchange and Contract and Agreement is NOT SUBJECT TO FEDERAL OR STATE STATUTORY OR REGULATORY JURISDICTION. SEE: USC 42 1981, 1983; Hale v. Henkle 201 U.S. 43.; Kaufman v. Jurzak 102 N.J.Eq. 66,139A.716; McLyman v. Miller, 52 R.I. 374, 161,a.a 111, 112; People v. Smith, 112 Mich. 19270 N.W. 466.67 Am.St.Rep.392.; Mullims v. Commonwealth, 179 Ky. 71, 200 S.W.9,11.; Filtsch v. Bishop, 118 okl. 272, 274P.1110, 1111; Treat v. Tolman, C.C.A.N.Y., 113F.893, 51 C.C.A. 552; Reynolds, 21 Cal. 2nd 251, 254; Taylor v. Ponter, 4 Hill 140, 146(1843); State v. Simon, 2 Spears 761(1884); U.S. v. Wong Kim Ark., 169, 18 S.Ct.456; Reid v. Covert 365 U.S. 1, L.Ed.2nd, 1148(1957); Miranda v. Ariz., 384 U.S. 436 at 491(1966); Redfield v. Fisher, 292 P813.; Coppage v. Kansas, 236 U.S. 1, at 14; Butchers Union Co. v. Cresent City Co.; Cooper v. Aron, 358 U.S. 1.

WARNING: Any person, Federal or State Administrative agent(s), Law Enforcement Officer(s), Legislator(s), or Judicial Officer(s), who by act or omission; custom or usage, or under COLOR OF LAW, Federal or state STATUTE, REGULATION, or ORDINANCE impair or abridge any or all the terms or obligations of this Real Property Bill of Echange Contract and Agreement-or impair the actions of the above named Parties or the obligations stated herein, under USC 18 241, 242, 1001, 3571 shall be subject to criminal fines up to 250K per count and imprisonment up to 10 Years per count, imprisonment for life should such act or omission result in the death of the Parties. All parties including Courts of all jurisdictions, Federal or State Officials who by act or omission abridge or impair any term or obligation of this Real Property Bill of Exchange Contract and Agreement, under USC 42 1983, 1985, 1986, 1988 are subject to civil penalty with no form of immunity, the 11th Amendment does not bar such suites in Federal Court. SEE: USC 42 2000d-7, 2000e(i); Hafer v. Melee. No. 90-681, P. 4001(1991).

ACKNOWLEDGMENTS: The Party of the First Part agrees to Warrant and forever defend the right of absolute ownership, to the above said property unto the Party of the

Second Part, against the claims of all persons whomsoever. The Party of the Second Part, accepts absolute ownership, as per the terms conditions and warranties stated herein.

SIGNED THIS 12thDAY OF Sep., 2000 SIGNED THIS 12t DAY OF Sep., 2000 Deming Creek Ranch L.L.C Gleaming Ocean (Party of the Second Part) (Party of the First Part) State of Oregon State of Oregon County of Hood Ri County of Hood R Then personally appeared before me on this Then personally appeared before me on this 12th day or <u>Sep., 200</u>9 of <u>Sco., 200,</u>0 Eric Bryant (for) the Party of the First Part, known to me to be the (for) the Party of the Second Part, known to me to be the person who acknowledged the foregoing document as a person who acknowledged the foregoing document as a free act and deed. tree act and deed.

commission expires 8-6-2002 Notary Public



**Notary Public** 



commission expires 8-6-2002

34627

## PARCEL 1:

The NW 1/4 of Section 29, Township 36 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon. LESS AND EXCEPT the following:

Beginning at the Northeast corner of the NW 1/4 of Section 27, Township 36 South, Range 15 East of the Willamette Meridian; thence 1,000 feet South; thence 420 feet West; thence 1,000 feet North; thence 420 feet East to the point of beginning.

#### PARCEL 2:

Beginning at the Northeast corner of the NW 1/4 of Section 29, Township 36 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon; thence 1,000 feet South; thence 420 feet West; thence 1,000 feet North; thence 420 feet East to the point of beginning.

## PARCEL 3:

The E 1/2 NE 1/4 Section 31, Township 36 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

## PARCEL 4:

The W 1/2 NW 1/4, Section 31, Township 36 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

# PARCEL 5:

The E 1/2 NW 1/4, Section 35, Township 36 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

# PARCEL 6:

The W 1/2 NW 1/4, Section 35, Township 36 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

## PARCEL 7:

Township 36 South, Range 14 East of the Willamette Meridian, in the County of Klamath, State of Oregon:

Beginning at a point 100 feet West of the Section 23: Southeast corner of the SW 1/4 SE 1/4 of Section 23; thence North 200 feet; thence West 200 feet; thence South 200 feet; thence East 200 feet to the point of

beginning. Section 24: Λll

Section 25: N 1/2 NW 1/4 NW 1/4, E 1/2 NW 1/4, NE 1/4 SW 1/4,

E 1/2 NE 1/4, SE 1/4

Section 26: All

Section 36: NW 1/4 NE 1/4

Township 36 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon:

Section 16: W 1/2 SW 1/4 W 1/2, S 1/2 SE 1/4 Section 17: Section 18: S 1/2 N 1/2, N 1/2 S 1/2 Section 19: All Section 20: N 1/2 N 1/2, SE 1/4 NW 1/4, NE 1/4 SW 1/4, SW 1/4 NE 1/4 Section 21: W 1/2, SE 1/4 Section 27: W 1/2, SE 1/4 Section 29: E 1/2, SW 1/4

Section 31: Section 33: W 1/2 NE 1/4, E 1/2 NW 1/4, N 1/2 S 1/2

W 1/2, SE 1/4

Section 35: S 1/2

SAVING AND EXCEPTING a strip of land 66 feet in width across the SE 1/4 SE 1/4 of Section 21 and the NE 1/4 SE 1/4 of Section 31, Township 36 South, Range 15 East of the Willamette Meridian, conveyed to Weyerhaeuser Timber Company as described in Parcels 1 and 2 in deed recorded July 25, 1958 in Book 301 at Page 347, Deed Records of Klamath County, Oregon.

ALSO SAVING AND EXCEPTING a strip of land 66 feet in width in the N 1/2 NW 1/4 and SW 1/4 NE 1/4 of Section 33, Township 36 South, Range 15 East of the Willamette Meridian, conveyed to Weyerhaeuser Timber Company by deed recorded January 13, 1959 in Book 308 at Page 577, Deed Records of Klamath County, Oregon.

# EXHIBIT "A" CONTINUED

34629

PARCEL 8:

The W 1/2 NE 1/4, Section 25, Township 36 South, Range 14 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

CODE 92 MAP 3614 TL 4500 CODE 92 & 8 MAP 3615 TL 1000 CODE 8 & 92 MAP 3615 TL 1000 CODE 92 MAP 3615-3100 TL 100 CODE 92 MAP 3615-3100 TL 300

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for	r record at request of	Aspen Title & Escrow	the 14th	da
of			o'clock P. M., and duly recorded in Vol. M98	
	•	of <u>Deeds</u>	on Page	
FEE	\$50.00		By Bernetha G. Letsch, County Clerk	

State of Oregon, County of Klamath Recorded 09/21/00, at 2:03 p.m. In Vol. M00 Page 34/624

Linda Smith,

County Clerk Fee\$ 4600