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CHRISTEN M. & REBECCA L. BROWN
20950 KNOTT ROAD
BEND, OREGON 97702

First Party's Name and Address

DREAMA FARR WETHERELL TRUST U/T/A DEC 9, 1994
19432 N DESERT MESA DRIVE
SURPRISE, ARIZONA 85374

Second Party's Name and Address

After recording, return to (Name, Address, Zip):
RICHARD & DREAMA WETHERELL
19432 N DESERT MESA DR
SURPRISE, AZ 85374

Until requested otherwise, send all tax statements to (Name, Address, Zip):
CHRISTEN M & REBECCA L. BROWN
20950 KNOTT ROAD
BEND, OREGON 97702

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,
County of _____

} ss.

I certify that the within instrument was received for recording on _____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ and/or as fee/file/instrument/microfilm/reception No. _____, Records of this County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____, Deputy.

TIMBER DEED

KNOW ALL BY THESE PRESENTS that CHRISTEN M. AND REBECCA L. BROWN

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 DREAMA FARR WETHERELL TRUST U/T/A/ DECEMBER 9, 1994

and any heirs, successors, 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, State of Oregon, described as follows:

THE E $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15, Township 34 South, Range 6 East of the Willamette Meridian, in the County of Klamath, State of Oregon. EXCEPTING that portion, if any, which lies within the boundaries of West Side Road. Code 8 Map 3406-1400-TL 600

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE)

To have and to hold the same unto the second party for the period hereinafter stated.

The true and actual consideration for this conveyance is \$ 25,000.00. (Here comply with ORS 93.030.)

The first party hereby covenants to and with the second party that the first party is lawfully seized in fee simple of the above-described premises; that the same are free from all encumbrances except (if none, so state): NONE

and that the first party will warrant and defend the title to the merchantable timber against the lawful claims and demands of all persons whomsoever, 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 12 inches or more in diameter at the height of 60 inches above ground. The second party shall have the right to enter upon the land and to remove the merchantable timber therefrom at any time within 120 months from the date hereof (for brevity, the time within which the timber may be removed is hereinafter called the period). All merchantable timber not so removed on or before the expiration of the period shall revert immediately to the first party. During the period, the second party and second party's agents, representatives and employees shall have the right: (1) to enter upon and freely occupy the described land; (2) to build and use roads, flumes, skids, trams, railroads, and the like; (3) to the use of water on the 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 the period which are not removed within thirty days after the expiration thereof shall be deemed abandoned by the second party and shall become the sole property of the first party.

(OVER)



All taxes levied on or which attach to the land or timber during the 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 party shall observe and conform to all local, state and federal laws and regulations relative to second party's operations on the land, 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 the land, and shall make second party's employees available for firefighting when needed. During the period, the second party shall use reasonable care in felling, cutting and removing the timber and shall not do or permit to be done any damage to growing crops or fences on the land and land adjacent thereto without just compensation being paid therefor.

In construing this deed, where the context so requires, the singular includes the plural, and all grammatical changes shall be made so that this deed shall apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument on JUNE 15, 2001; if grantor is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized 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 Deschutes ss.

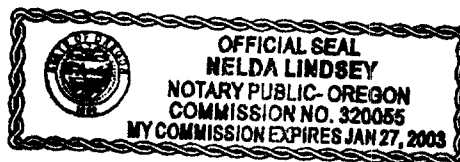
This instrument was acknowledged before me on June 15, 2001,
by Rebecca L. Brown

This instrument was acknowledged before me on June 15, 2001,
by Christen M. Brown

as
of

Nelda Lindsey
Notary Public for Oregon

My commission expires 1-27-03



State of Oregon, County of Klamath
Recorded 06/19/01, at 10:48a m.
In Vol. M01 Page 29225
Linda Smith,
County Clerk Fee \$ 26⁰⁰