

MTZ-1390-6643

05 FEB 10 pm3:50

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON PRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

Vol M05 Page 09574

State of Oregon, County of Klamath
Recorded 02/10/05 3:50 P m
Vol M05 Pg 09574-79 P
Linda Smith, County Clerk
Fee \$ 46⁰⁰ # of Pgs 6
20⁰⁰ NS

After Recording Return To:

John Dey
%AmeriTitle
300 Klamath Avenue
Klamath Falls, OR 97601

1. Name(s) of the Transaction(s):

Special Right of Way Contract and Right of Way Deed

2. Direct Party (Grantor):

H. C. Casebier and Dorothy Casebier
James G. Bradshaw and Alice L. Bradshaw

3. Indirect Party (Grantee):

Great Northern railway company

AMERITITLE, has recorded this instrument by request as an accomodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

4. True and Actual Consideration Paid:

none

5. Legal Description:

Government lots 6 and 7, Section 21, Township 40 South, Range 10 East, of the Willamette Meridian Klamath County, Oregon.

* being re-recorded to add "Exhibit A"

4600 Am
+20.00 NS

H. C. Casebier et ux et al

to

Right of Way Deed

Great Northern Railway Company

KNOW ALL MEN BY THESE PRESENTS, That H. C. Casebier and Dorothy Casebier, his wife, and James A. Bradshaw and Alice L. Bradshaw, his wife, of Klamath County State of Oregon, parties of the first part, for and in consideration of the sum of Ten & 00/100 (\$10.00) Dollars to them in hand paid by GREAT NORTHERN RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota, with its principal place of business at 175 East Fourth Street, in the City of St. Paul, in said state, party of the second part, the receipt whereof is hereby acknowledged, do hereby GRANT, BARGAIN, SELL AND CONVEY unto the said party of the second part, its successors and assigns, a piece, parcel or tract of land situated in the county of Klamath and State of Oregon, described as follows, to-wit:

A triangular tract of land containing sixty-six hundredths (0.66) acres more or less in the southwest corner of the northeast one-quarter of the northwest one-quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty-one (21), Township Forty (40) South, Range Ten (10) East, Willamette Meridian, being all that portion of the said subdivision (exclusive of right of way previously granted for Irrigation Canal) which lies southwesterly of a line drawn parallel to and distant fifty (50) feet northeasterly of the hereinafter described center line of the railway of the Great Northern Railway Company as now located, staked out and established on the ground.

Also a strip of land one hundred (100) feet wide containing eighty-six hundredths (0.86) acres more or less in the southwest one-quarter of the northeast one-quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$), and three and sixty-seven hundredths (3.67) acres more or less in Government Lot Six (6) of said Section Twenty-one (21), being all that portion of the said subdivisions which lies between lines drawn parallel to and distant fifty (50) feet on each side of the center line of the railway of the Great Northern Railway Company as now located, staked out and established on the ground, said center line being more particularly described as follows, to-wit: Beginning at a point in the northerly boundary of said Section Twenty-one (21) distant two hundred sixty-one (261.0) feet easterly from the northwest corner thereof; thence southeasterly along a straight line making a southeasterly included angle of 46 degrees 11 $\frac{1}{2}$ ' with said northerly boundary a distance of seventy-two hundred and twenty and five tenths (7220.5) feet more or less to an intersection with the easterly boundary of said section twenty-one (21) at a point distant one hundred eighty-six (186.0) feet northerly from the southeast corner thereof.

The above consideration includes any and all damages to buildings and structures on and adjoining said strip of land and the cost of removing and relocating same outside of said strip of land by said parties of the first part.

TO HAVE AND TO HOLD THE SAME, Together with all the appurtenances thereunto belonging, to the said party of the second part, its successors and assigns, FOREVER.

And the said H. C. Casebier and Dorothy Casebier and James A. Bradshaw and Alice L. Bradshaw, parties of the first part, for themselves and their heirs, executors and administrators, do covenant with the party of the second part, its successors and assigns, that they are well seized in fee of the lands and premises herein conveyed; that the same are free from all encumbrances; and the above granted lands and premises in the quiet enjoyment and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part will forever WARRANT AND DEFEND.

And the said parties of the first part, for themselves and their heirs, executors, administrators and assigns, do release the party of the second part, its successors and assigns, from all claims for any and all damages resulting to the lands through and across which the pieces or strips of land hereby conveyed are located, by reason of the location, grade construction, maintenance and operation of a railway over and upon the premises hereby conveyed.

WITNESS our hands and seals this 9th day of May A. D. 1931

In Presence of
Wm. H. Heck
James T. Mitchell

H. C. Casebier (SEAL)
Dorothy Casebier (SEAL)
James A. Bradshaw (SEAL)
Alice L. Bradshaw (SEAL)

STATE OF OREGON,)
) ss.
County of Klamath)

On this 9th day of May, in the year 1931, before me, a Notary Public, in and for said state, personally appeared H. C. Casebier and Dorothy Casebier, his wife, and James A. Bradshaw and Alice L. Bradshaw, his wife, known to me to be the persons whose names are subscribed to 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 Notarial seal the day and year last above written.

Fred D. Fletcher
Notary Public for Oregon
My commission expires Aug 3- 1931

(SEAL)

Filed and recorded on May 9th, A. D. 1931, at 2:30 o'clock P. M.

C. R. DeLap, County Clerk,

By *Mary McIneen* Deputy



STATE OF OREGON)
County of KLAMATH)
CERTIFY that this is a true and correct
copy of a document in the possession
of the Klamath County Clerk.

Dated: 2-10-05
LINDA SMITH, Klamath County Clerk

By: *Linda Smith* Deputy

[illegible]

CUSTODIAN'S NO. 77
V.S. 3 MAP PARCEL 141
STATE OREGON COUNTY WHEAT
ASSessed California State Line LINE

Railway Record _____ Page _____

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SPECIAL RIGHT OF WAY CONTRACT.

"EXHIBIT A"

3-11 1m H
Klamath Co. Oregon.

09578

This Agreement, Made this 13th day of March in the year of

our Lord, one thousand nine hundred and 31 by and between

Casebia and James G. Bradshaw and Alice L. Bradshaw

of the County of Klamath in the State of Oregon

part of the first part, and GREAT NORTHERN RAILWAY COMPANY, a corporation duly organized and existing under the laws of the State of Minnesota, party of the second part.

Witnesseth, that the said part of the first part, for and in consideration of One Dollar to them in hand paid, the receipt whereof is hereby acknowledged, have agreed, and by these presents do agree, to sell and convey to the said Railway Company, its successors and assigns, for the sum of

Thirty-two hundred and no/100 DOLLARS,

all that certain tract, piece or parcel of land, situate, lying and being in the County of Klamath

and State of Oregon and described as follows, to-wit:

A strip of land 100 ft. wide long 50 feet wide on each side of the center line of the railway of said Great Northern Railway Company, as now located and definitely established and extending through Government 10th and 11th sections, Section 21 Town 40 North Range, 10 East of 2nd 1/2 Sec. 14 25 1/2 Sec. All 30 ft. long piece of land being that part of the north-east quarter of the north-east quarter of the north-east quarter of Section 21 in said Town and Range lying west of a line parallel with and distant 50 feet easterly from said center line of Railway. Cont. 75 Acres.

It is understood that said all improvements of said parties are located upon or on adjoining said strip of land and all buildings will have to be moved and relocated in clearing well and pasture lands. The purchase price above stated covers all damages of all and every description to improvements and it is expressly understood and agreed that all improvements upon said strip shall be moved and relocated by and at the expense of said parties of the first part. The consideration here stated covers and is full payment for such removal and relocation of said improvements. The same are to be moved off of said strip as soon as possible after said first parties are advised or duly notified.

The Railway shall provide a pipe under said grade near the north end of said 30 ft. land 7 and shall provide a fence running with gate, opposite the present crossing over main highway canal.

The said parties of the first part hereby further agree to convey to said Railway Company such additional strips or pieces of land as may be necessary to the construction of the railway of said Railway Company, or to protect its roadbed from snow, or for other railroad purposes, and additional strips or pieces of land to be paid for by said company at the rate of _____ per acre.

And permission is hereby granted said Company, its agents and contractors, to enter upon said land and occupy the same for railway purposes. And in consideration aforesaid, the part of the first part do hereby release all damages and claims thereon on account of and by reason of the occupancy of said land; and the said part of the first part for themselves, their heirs and assigns, further agree that he will on receipt of said consideration as above provided and on demand, execute to said Company, or to its successors and assigns, a good and sufficient deed of said tract, piece or parcel of land, free and clear of all claims and liens thereon, with release also of all damages and claims thereon, by reason of such occupancy.

In Witness Whereof, the part of the first part have hereunto set their hand and seal the day and year first above written.

IN PRESENCE OF

John H. Heck
Cal Preiers

James G. Bradshaw
Alice L. Bradshaw
H.C. Casebia
Dorothy Casebia

C.C. Jayneson, home owner and builder who with wife and family lived in house and 3 boys off all indebtedness persons and building would cost \$2500.00 in 1900. This is shown a 70 ft well all indebtedness persons

STATE OF _____ }
 County of _____ } ss. On this _____ day of _____
 A. D. 191____, before me personally appeared _____
 and _____ his wife
 to me known to be the person who _____ described in and who executed the foregoing instrument, and
 acknowledged to me that he _____ executed the same as _____ free act and deed.

Notary Public _____ County _____
 My commission expires _____

3
 Voluntas States
 Registrar's No. 77

_____ Sec. _____ Twp. _____ R. _____
 _____ County, _____

**SPECIAL AGREEMENT
 FOR RIGHT OF WAY.**

FROM

TO

GREAT NORTHERN RAILWAY CO.

State of _____ }
 County of _____ }

Filed for record this _____ day of _____
 _____ A. D. 191____ at _____ o'clock

_____ M., and recorded in book _____
 of Deeds, on Page _____

Register _____