

EA

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



05 JUN 30 AM 0:37

Paul W Gerig  
32942 Klamath Forest Dr.  
Sprague River, OR 97639

Grantor's Name and Address

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Grantee's Name and Address

After recording, return to (Name, Address, Zip):

RE: Clint Bimemiller  
P.O. 331 Sprague River, OR  
97639

Until requested otherwise, send all tax statements to (Name, Address, Zip):

X Clint Bimemiller  
Po Box 331  
Sprague River OR 97639

State of Oregon, County of Klamath  
Recorded 06/30/05 8:37a m  
Vol M05 Pg 49579-81  
Linda Smith, County Clerk  
Fee \$ 3.00 # of Pgs 3 Deputy.

## WARRANTY DEED

KNOW ALL BY THESE PRESENTS that PAUL W Gerig

hereinafter called grantor, for the consideration hereinafter stated, to grantor paid by CLINT E Bimemiller,

hereinafter called grantee, does hereby grant, bargain, sell and convey unto the grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in Klamath County, State of Oregon, described as follows, to-wit:

Lot 8 Block 7  
Klamath County Tax Lot R-3510-022C0-00900-000  
Klamath Forest Estates First Addition

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto grantee and grantee's heirs, successors and assigns forever.

And grantor hereby covenants to and with grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except (if no exceptions, so state):

and that grantor will warrant and forever defend the premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 17,500. However, the actual consideration consists of or includes other property or value given or promised which is ☒ the whole ☐ part of the (indicate which) consideration. (The sentence between the symbols <sup>①</sup>, if not applicable, should be deleted. See ORS 93.030.)

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 6/29/05; 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.

Paul W Gerig

STATE OF OREGON, County of Klamath ss.

This instrument was acknowledged before me on June 29, 2005

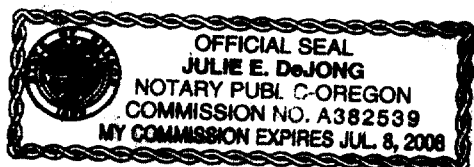
by Gerig, Paul Wilbert

This instrument was acknowledged before me on

by

as

of



Julie E. DeJong  
Notary Public for Oregon  
My commission expires Jul 8, 2008

Joint Tenancy/Property Agreement  
Paul W. Gerig and Clinton E. Bimemiller  
Drafted October 16th, 1996  
Page 1 of 2

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49580

### Property Agreement

I Paul W. Gerig, the current owner (*prior to this agreement*) of real property situated in Sprague River, Klamath County, Oregon, Tax Account Number 3510 022C0 009900, enter into this joint-tenancy/joint-owner agreement with Clinton E. Bimemiller.

I Paul W. Gerig, agree and have agreed to sell 50% interest in the above mentioned property as of July 1st, 1996, to Clinton E. Bimemiller, valued in my opinion to be worth \$35,000.00 prior to the entry of this agreement. The total principle amount which Clinton E. Bimemiller shall pay to Paul W. Gerig shall be \$ 17,500.00. Clinton E. Bimemiller has delivered and paid \$ 3,000.00 as of August 28th, 1996, as a down payment to Paul W. Gerig. Clinton E. Bimemiller agrees to make monthly payments of \$ 200.00 minimum, principle and interest until the balance is paid off or until this agreement is properly terminated by both parties. Clinton E. Bimemiller has additionally made four equal installments of \$ 200.00, totaling \$ 800.00 as of October 16th, 1996.

Clinton E. Bimemiller shall own the A-frame dwelling, and retains the rights to improve and modify it at his own expense, and live in it. If this agreement is terminated, or the property is sold, reimbursement for such improvements made by Clinton E. Bimemiller shall be due to Clinton E. Bimemiller from the proceeds of sale, or from Paul W. Gerig should this agreement be terminated.

Clinton E. Bimemiller shall own the shop on this property, and retain the right to use it for business and private purposes. Clinton E. Bimemiller has made significant improvements at his own (considerable) expense to renovate the pre-existing barn into the above-mentioned shop. If the property is ever sold, Clinton E. Bimemiller shall receive the additional portion of the net proceeds created by the increase in property value as a result of these improvements to the shop. In the event that this agreement is terminated, a fair and equitable stipulated agreement shall be drafted to ensure some reasonable measure of compensation is given to Clinton E. Bimemiller as a result of said improvements to the shop.

Paul W. Gerig currently lives in his own mobile home on this property, and intends to continue to do so. Currently, it is believed that electrical usage by Paul W. Gerig does not exceed \$ 20.00 per month. Should a persistent significant increase in such electrical usage by Paul W. Gerig incur, the additional expense shall be required of Paul W. Gerig. All other electrical usage (other than those stipulated by another agreement between both parties) used by Clinton E. Bimemiller shall be paid by Clinton E. Bimemiller. Should electrical power be used by guests staying on the property for extended lengths of time (such as the cabin, or any other future building) of either party, the inviting party shall be responsible for the electrical usage of his guest.

All expenses for improvements to the property grounds, food storage shelters, or fences (not dwellings), shall be shared between the parties. No improvements however, shall be made unless *both* parties agree to the improvements.

Joint Tenancy/Property Agreement  
 Paul W. Gerig and Clinton E. Bimemiller  
 Drafted October 16th, 1996  
 Page 2 of 2

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 49581

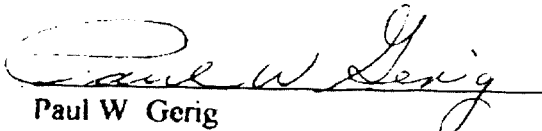
This is a Joint-Tenant agreement, therefore both parties agree not to infringe on each other's right to privacy, or so conduct themselves in a manner which would infringe on each other's right to peace and privacy. Any actions which might infringe on such rights to peace and/or privacy shall be made by agreement by both parties. Control of the property under the legal definition of Joint Tenancy shall apply, therefore both parties must agree to sale, improvement, and modification, except as specifically stipulated by this agreement.

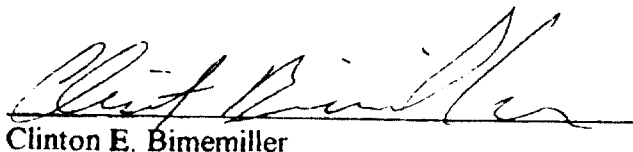
So long as Clinton E. Bimemiller makes the minimum payments as described above to Paul W. Gerig in a reasonably timely fashion as agreed upon herein or any extension thereof, this agreement cannot be terminated without the express consent of both parties. However, should either party wish to terminate this agreement, both parties must consent to such termination, and a stipulated agreement shall be drafted concerning the issue at such time.

This agreement shall be in effect so long as both parties permanently reside at the above described property. The right of survivorship as defined by legal Joint Tenancy is retained for both parties within this agreement. Should either party become deceased, the surviving party shall immediately gain sole ownership of the property and improvements. If both parties are deceased simultaneously, then any agreement or lawful instrument in force at such time, as agreed to by both parties prior to such an event shall supersede this agreement at that time. This agreement may be modified only by a stipulated agreement between both parties. Such modifications shall include all unmodified portions of this agreement, therefore the new and completed, signed agreement shall supersede this agreement entirely, whether it is recorded with the state, or not.

This agreement was verbally entered into, in a simpler form on or prior to, July 1st, 1996, and is now hereby confirmed, stipulated and more detailed specifically as stated herein, and supersedes any prior verbal or written agreement over the above described property and tenancy arrangements.

Wherefore we bind ourselves to this agreement and have affixed our signatures below, on this \_\_\_ day of Oct. 17, 1996. :

  
 Paul W. Gerig

  
 Clinton E. Bimemiller

STATE OF OREGON COUNTY OF KLAMATH : ss.

Filed for record at request of Clint Bimemiller the 30th day  
 of January A.D. 19 98 at 2:26 o'clock P. M., and duly recorded in Vol M98  
 of Deeds on Page 3097

FEE

\$35.00

Return: Clint Bimemiller

P.O. B.

Sprague River, Or. 97639

Bernetha G. Letsch, County Clerk

By Kathleen Rose