

JORDAN & MILLER

ATTORNEYS AT LAW

385 SHERMAN AVENUE, SUITE 1
PALO ALTO, CALIFORNIA 94306

ALTHEA LEE JORDAN
ROBERT H. MILLER
CERTIFIED FAMILY
LAW SPECIALISTS

TELEPHONE
(415) 325-8800
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March 18, 1993

DEPT. OF LAND AND WATER RESOURCES
MAR 20 1993
WATER RIGHTS DIVISION
SALEM, OREGON

Don Knauer
Adjudications Section
Oregon Water Resources Dept.
3850 Portland Road NE
Salem, OR 97310

Re: Surface Water Registration
Statement SWR-64 (Opal M. Jordan)

Dear Mr. Knauer:

My mother's surface water registration statement for her property owned by our family trust was submitted in March, 1992.

I understand that the property has been inspected, and that the inspector has recommended that the water rights' request be granted.

When may my family expect to hear from your office with regard to the status of our registration?

Very truly yours,

JORDAN & MILLER


Althea Lee Jordan

ALJ:mc

RECEIVED

V. 10 P. 614

MAR 19 1879
WATER RESOURCES DEPT
SALEM, OREGON

in presence of
Edwin Weaver.
Alfred Cobb.

On this 26th day of May 1879 before me the undersigned a Justice of the Peace for the County of Douglas in the State of Oregon. The within named Annie Weaver who is personally known to me as the person who executed the within contained instrument of writing and who acknowledged before me that she executed the within conveyance for the therein stated

Lehas. Bealman,
Justice of the Peace.

Recorded May 28th 1879.

J. R. Shuidan Co. Clerk

By W. J. Wright Deputy

United States }
Do { The United States of America, Do
Isaac Watkins call to whom these presents shall
come greeting Whereas there has been deposited
in the General Land Office of the United States a Cer-
tificate of the Register of the Land Office at Roussburg
Hemlock Certificate N^o 2337 Oregon whereby it appears
Application 529 That pursuant to the act of
Congress approved 20th May 1862. To secure to some
title to actual settlers on the Public Domain and the
acts supplemental thereto the claim of Isaac Watkins

MAR 19 1892
 WATER RESOURCES DEPARTMENT
 SALEM, OREGON

has been established and duly consummated in conformity to law for the South West quarter & the West half of the South West quarter of section number in Township twenty two South of Range four West and the South East quarter of the South East quarter of section twenty four in Township twenty two South of Range five West in the District of Lands subject to sale at Resurvey Oregon containing one hundred and Eighty Eight Acres and fifty two hundredths of an acre & also paid as per Receipt No 1378 according to the official Plat of the survey of the said Land returned to the General Land Office by the Surveyor General. Now Know Ye, that there is therefore granted by the United States unto the said Isaac Watkins the tract of Land above described, to have and to hold the said tract of Land with the appurtenances thereof unto the said Isaac Watkins and to his heirs and assigns forever, subject to any vested & accrued water rights for mining, agricultural manufacturing or other purposes and rights to ditches & reservoirs used in connection with such water rights as may be recognized & acknowledged by the local customs laws & decisions of courts and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

In testimony whereof I Myself & Grant President of the United States of America have caused these letters to be made Patent and the seal of the General Land Office to be hereunto affixed Given Under my hand at the City of Washington the Eighteenth day of September in the year of our Lord one thousand eight hundred and ninety two and of the Independence of the United States the ninety seventh

subject to a title at Kaskaskia Oregon containing one hundred and eighty eight Acres and Eighty five hundredths of an acre Acres paid as per Receipt No 1390 according to the official Plat of the survey of the said Land returned to the General Land Office by the Surveyor General. Now Know Ye, that there is therefore granted by the United States unto the said Isaac Watkins the tract of Land above described. do have and to hold the said tract of Land with the appurtenances thereof unto the said Isaac Watkins and to his heirs and assigns forever, subject to any vested & accrued water rights for mining, agricultural manufacturing or other purposes and rights to ditches & reservoirs used in connection with such water rights as may be recognized & acknowledged by the local customs laws & decisions of courts and also subject to the right of the proprietor of a vein or lode to extract & remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

In testimony whereof I William S Grant President of the United States of America have caused these letters to be made Patent and the seal of the General Land Office to be hereunto affixed

Given Under my hand at the City of Washington the eighteenth day of September in the year of our Lord one thousand eight hundred and seventy two and of the Independence of the United States the ninety seventh

By the President W S Grant
Seal By J B Shurgus Asst Secy
C B Rayburn Recorder of the General Land Office
Records Vol 2 Page 77

RECEIVED

Recorded May 31 1879

J R Shendall
Secy

MAR 19 1992

WATER RESOURCES DEP
SALEM, OREGON

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MAR 19 1992

WATER RESOURCES DEP
SALEM, OREGON

State of California
County of Napa

Exhibit A

I, OPAL MARGARET JORDAN, born Margaret Opal Odell, being duly sworn, deposes and says:

I am the legal owner of a parcel of land described in the deed attached hereto as Exhibit A. This is part of a larger parcel of land which was originally owned by my uncle.

An abstract of the property through 1915 is attached hereto as Exhibit B. This declaration and affidavit will describe the chain of title thereafter as I remember it, and will discuss the use of 1) the spring which originates on the property and 2) Elk Creek, which runs through the property.

TITLE

My understanding was that my uncle, Spurgeon Odell and my father, Ezra J. Odell, purchased the property together in the early 1910's, I believe 1915. Spurgeon originally took title. And I do not believe that my father ever was named on title to the property, although he paid off some of the debt on the property, plus all of the taxes. From the time that my father paid off the original loan to this day, the property has never been used to secure a debt. My father, Ezra J. Odell, my mother, Carrie Hazelrigg Odell, my sister, Thea Alta Odell, and I lived on the property from the time it was purchased; Spurgeon never lived on the property.

When my father Ezra J. Odell died in 1927, the property remained in Spurgeon's name. In 1937, Spurgeon transferred part of the property, which is the portion in question, to my mother, Carrie Hazelrigg Odell, my sister Thea Alta Odell, and myself in equal shares. He kept a large piece of timber property which was eventually sold away to a third party.

My sister, Thea Alta Odell Shricker, died in 1944. Her then husband, Harold Shricker, transferred her share of the property by gift to my mother and me in equal shares.

As a result of this line of title, at this time, my mother and I owned the parcel equally.

My mother remarried Clarence N. McKern in 1937, the same year that I married William Carl Jordan. Clarence N. McKern had one son, William Louis McKern, of a previous marriage. At the time of these marriages, there was no encumbrance or lien on the property.

Clarence N. McKern died in 1974. My mother, who died after Mr. McKern, left one-half of her half of the property to her second husband's son, William Louis McKern, and the other half to me. As a result, on my mother's death, I owned three-quarters of the property and William Louis McKern owned one-quarter.

William Louis McKern and I sold off a portion of the property to Helen and Leslie Green. This property is correctly described in Exhibit C, which is the mortgage which I currently hold on the property. This property includes the spring which is the subject of the water registration.

In 1980, William Lewis McKern and I divided the property into separate parcels. My parcel is represented by Exhibit A. Mr. McKern's property does not adjoin the creek and the spring does not run across his land, and therefore his parcel is irrelevant to this declaration.

THE SPRING

The spring originates on a hill, once in a grove of Douglas fir trees. At the time my uncle Spurgeon purchased the property, it was owned by a family who had previously built a house on the property. The house was quite old (far more than 30 years), and I recall my father saying that the house had always used the spring as its source of water since it was built since the spring is the only source of fresh water (other than the Creek) on the property.

The previous owners had run the water from the spring for use at the house down a trough. The trough came near the house, and if you wanted water, you walked over to the trough and put in a pail or bucket and carried it back to the house. The trough could not carry all of the water, but did carry most of it. Under the trough was a ditch where the excess ran. I remember that we kept an old crock covered and padded with burlap in the trough for butter and cream and anything else which had to be kept cold. The trough eventually emptied into a watering trough near the road. The road was always in the same place it is now; people used to water their horses when they drove by. The water from the trough and the ditch eventually ran through a culvert under the road, and across the lower field where grazing cattle were kept, and eventually emptied into Elk Creek.

When we moved onto the property, one of my father's first projects was to construct a new spring box and to pipe the water directly to the house, to our large garden and to the watering trough. Surplus water still went down the ditch, under the road, across the lower field, and into Elk Creek. The only modification to this system came when Clarence N. McKern and my mother built a new house approximately 200 feet away from the old one in about 1943. The water was then carried to the new house, and the old house was torn down. There was no substantial difference in the water usage.

To my knowledge the spring has provided household water use for a residence on the property since far before 1900, and the house has been continuous occupied on the property during that time without interruption. The spring has been used for household use for two or more people including cooking, washing, and cleaning, plus a garden and/or lawn surrounding the residence.

In addition, the spring has provided water for grazing animals on the lower property. The previous owners kept cattle in the lower property; everyone in the area kept both livestock and raised crops, since the only way to make money and live was to diversify your farming. My father kept horses, cattle and sheep on the lower property; after my father died, and after my mother remarried, they continued to keep livestock on the property. After my mother died, I have continued to lease out the property for grazing to keep up the use and to maintain our water rights. My best estimate is that there have never been less than 50 head of livestock on the lower property in any three year period.

THE CREEK

Elk Creek has runs through the property. Fifty head of livestock have also used the Creek for water throughout our ownership and the ownership of the owners since 1900.

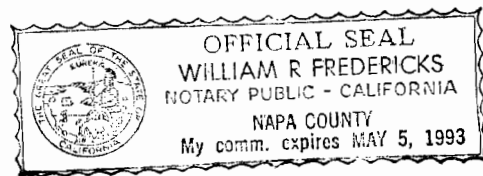
I swear and affirm that the foregoing is true and correct and that this declaration was executed at Napa, California on December 17, 1991.

Opal Margaret Jordan
Opal Margaret Jordan

Subscribed and sworn to before me on December 17, 1991.

William R. Fredericks

Notary Public

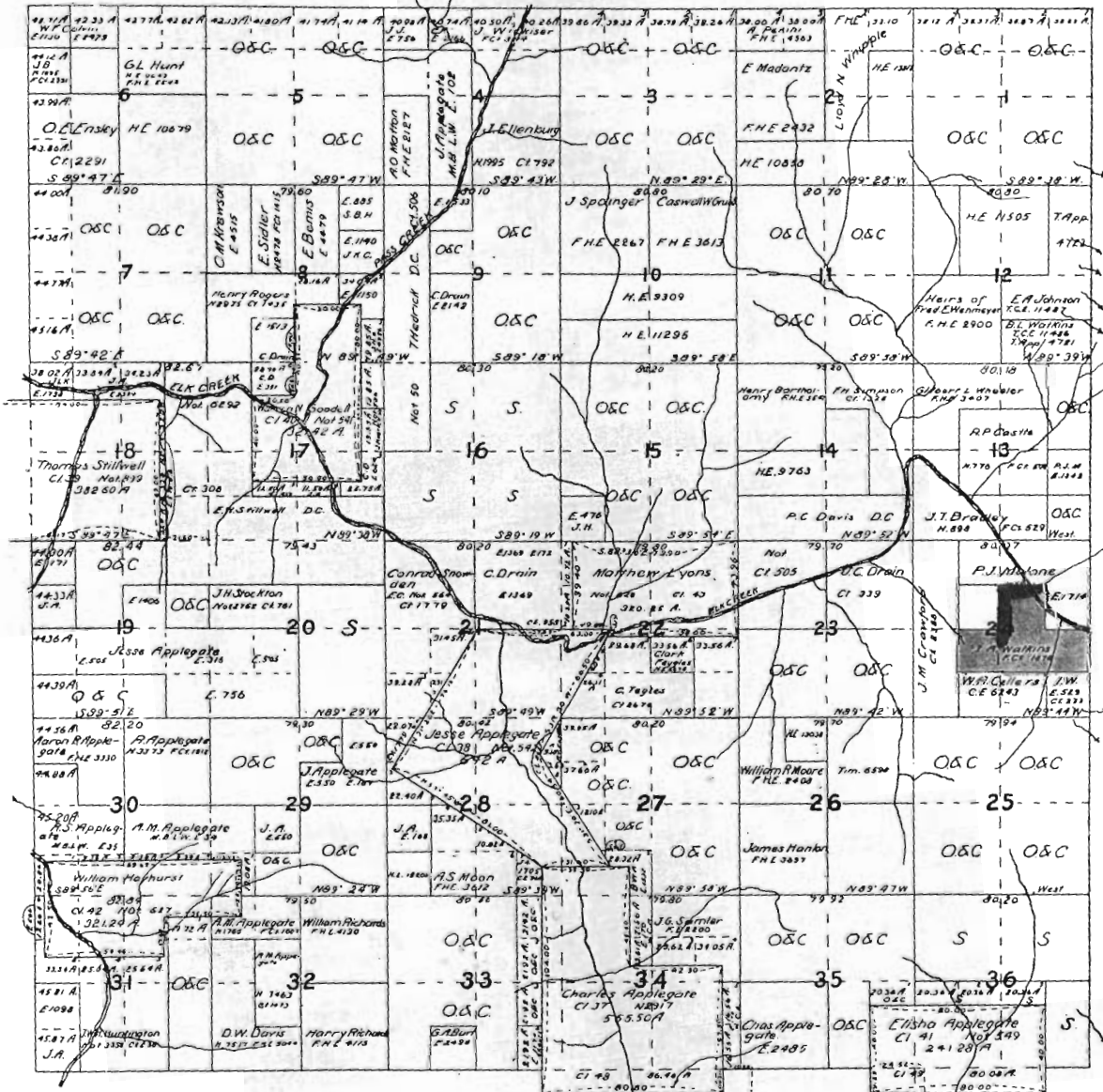


Abstract of Title

To the following premises, situated in Douglas County, Oregon, and more particularly described as follows:

The North half of the South-east Quarter ($N\frac{1}{2}$ of $SE\frac{1}{4}$), the North-east Quarter of the South-west Quarter ($NE\frac{1}{4}$ of $SW\frac{1}{4}$) and the South-west Quarter of the North-east Quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$) of Section Twenty four (24) Township Twenty two (22) South Range Five (5) West of Willamette Meridian. Also the North-west Quarter of the South-west Quarter, and the South-west Quarter of the North-west Quarter ($SW\frac{1}{4}$ of $NW\frac{1}{4}$) of Section Nineteen (19) Township Twenty-two (22) South Range four (4) West of Willamette, excepting a strip 82 $\frac{1}{10}$ feet wide off the south side of the above described tract, and containing 237 acres, more or less.

Township No. 22 South, Range No. 5 West, of the Willamette Meridian



FROM
 COMMERCIAL ABSTRACT OFFICE
 ROSEBURG, OREGON

A B S T R A C T E R ' S C E R T I F I C A T E .

STATE OF OREGON,)
) SS.
County of Douglas.)

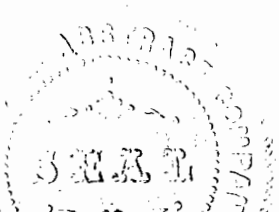
The Commercial Abstract Company hereby certifies that it has carefully examined the records of the United States Land Office at Roseburg, Oregon, to ascertain the status to the SW $\frac{1}{4}$ of NE $\frac{1}{4}$, NW $\frac{1}{4}$ of SE $\frac{1}{4}$, NE $\frac{1}{4}$ of SE $\frac{1}{4}$ and NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 24, Township 22 South of Range 5 West of the Willamette Meridian, and being a portion of the land described in the foregoing Caption. It further certifies that from such examination it finds that said land was embraced in Final Homestead Entry, No 1376, of James A Watkins, and that said land was patented to the said James A Watkins as shown by the records of the General Land Office at Washington, D. C., in Volume 4, Page 122.

IN WITNESS WHEREOF, the Commercial Abstract Company has caused these presents to be signed by its President, and its Corporate Seal affixed July 28, 1915.

COMMERCIAL ABSTRACT COMPANY,

By

J. E. McQuinn
President.



RECEIVED

MAR 19 1992

**WATER RESOURCES DEP
SALEM, OREGON**

James A Watkins (fails to state
whether married or single)

To Grantor,

Eliza Watkins,

Grantee.

Character of Instrument,
Warranty Deed

Dated April 3 1885

Recorded April 3 1885

In Book 16 of Deeds, Pages 206-7

Consideration, \$250.00

Signatures are Sealed.

Witnessed by Two.

Acknowledged on April 3 1885 before C B Wilcox Notary Public for
Oregon (Seal).

Granting Words, Bargain, Sell and Convey.

Covenants, Usual.

DESCRIPTION AND REMARKS.

The following described premises, to-wit: Southwest quarter of the
Northeast quarter, the Northwest quarter of the Southeast quarter,
the Northeast quarter of the Southeast quarter, and the Northeast
quarter of the Southwest quarter in Section Twenty-four in Township
Twenty-two South of Range Five (5) West of Willamette Meridian, in
Douglas County, State of Oregon, and containing one hundred and
sixty acres.

E J Watkins (wife of James
A Watkins)
Grantor,

To

Eliza Watkins,

Grantee. ✓

Character of Instrument,
Deed

Dated October 8 1885

Recorded October 8 1885

In Book 16 of Deeds, Pages 570-1

Consideration, \$133.33

Signatures Sealed

Witnessed by Two.

Acknowledged on October 8 1885 before J S Fitzhugh County Judge of
Douglas County, Oregon. Separate Examination of wife.

Granting Words, Bargain, Sell and Convey.

DESCRIPTION AND REMARKS.

The following described premises, to-wit: The Southwest quarter of
the Northeast quarter, the Northwest quarter of the Southeast quarter,
the Northeast quarter of the Southeast quarter and the Northeast
quarter of the Southwest quarter of Section Twenty-four in Township
Twenty-two South of Range Five West of the Willamette Meridian,
in Douglas County, State of Oregon, and containing one hundred and
sixty acres.

And I do hereby covenant to and with the said Eliza Watkins that
I am seized of an estate in said land and premises as the wife of
James A Watkins and I will well and truly defend said premises
from all encumbrances made or suffered by me.

Isaac Watkins and Eliza
Watkins (Signs by Mark),
his wife,

To

E J Watkins,

Mortgagors,

Mortgagee.

Character of Instrument,
Mortgage

Dated October 8 1885

Recorded October 9 1885

In Book 7 of Mort., Pages 269-271

Consideration, \$133.32

Signatures are Sealed

Witnessed by Two.

Acknowledged on October 8 1885 before J S Fitzhugh County Judge of
Douglas County, Oregon. Appeared Isaac Watkins and Eliza Watkins,
his wife. Separate Examination of wife.

Granting Words, Bargain, Sell and Convey.

DESCRIPTION AND REMARKS.

The following described land and premises, to-wit: The Southwest
quarter of the Northeast quarter, the Northwest quarter of the South-
east quarter, the Northeast quarter of the Southeast quarter and
the Northeast quarter of the Southwest quarter in Section Twenty-
four in Township Twenty-two South of Range Five West of the Willam-
ette Meridian in Douglas County, State of Oregon, and containing
one hundred and sixty acres.

THIS CONVEYANCE IS intended as a mortgage to secure the payment of
a certain note, dated at Roseburg, October 8 1885, and payable ten

THE UNITED STATES OF AMERICA,

Grantor,

To

Isaac Watkins,

Grantee. ✓

Character of Instrument,
United States Patent
Dated September 18 1872
Recorded May 31 1879
In Book 10 of Deeds, Pages 614-5
Seal G L O Affixed.
Homestead Certificate No 233.
Application, No 529.

Issued pursuant to the Act of Congress approved May 20 1862 and the Acts supplemental thereto.

BY THE PRESIDENT: U S Grant,

By Z B Sturgus, Asst Secretary,

C B Boynton,

Recorder of the General Land Office.

Recorded Vol 2, Page 77.

DESCRIPTION AND REMARKS.

The claim of Isaac Watkins has been established and duly consummated in conformity to law for the Southwest quarter of the Northwest quarter and the West half of the Southwest quarter of Section Nineteen in Township Twenty-two South of Range Four West and the Southeast quarter of the Southeast quarter of Section twenty-four in Township Twenty-two South of Range Five West in the District of Lands subject to sale at Roseburg, Oregon, containing one hundred and eighty-eight acres and sixty-two hundredths of an acre. Excess paid as per receipt No 1390, according to the official plat of the survey of the said land returned to the General Land Office by the Surveyor General.

NOW, KNOW YE, That there is therefore granted by the United States unto the said Isaac Watkins the tract of land above described.

TO HAVE AND TO HOLD THE SAID TRACT of land, with the appurtenances thereof, unto the said Isaac Watkins and to his heirs and assigns forever. Subject to any vested and accrued water rights, etc.

ISAAC WATKINS ET UX TO G W SANDERS ET AL.

KNOW ALL MEN BY THESE PRESENTS, that we Isaac Watkins and Eliza Watkins, as principals held and firmly bound unto in the sum of One thousand dollars lawful money of the United States of America to the payment of which to the said G W Sanders and Chas Bachman, or their executors, administrators or assigns we hereby jointly and severally bind ourselves, our heirs, executors, administrators or assigns firmly by these presents. Sealed with our seals and dated the 3 day of June, A D, 1889. The condition of this obligation is such:

That Whereas the said obligors have agreed to sell and convey unto the said obligees a certain tract of real estate situated in Douglas County, State of Oregon and bounded and described as follows, to-wit: SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section Nineteen, in Tp 22 S R 4 W and the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 24 in Tp 22 S R 5 W, containing 188 62/100 acres. Also SW $\frac{1}{4}$ of the NE $\frac{1}{4}$, the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$, the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Sec 24 in T 22 S R 5 W of Willamette Mer, containing 160 acres (with other lands not in caption to this abstract). The same to be conveyed by a good and sufficient warrantee deed of the said obligors, conveying a good, clear and sufficient title to the same free from all encumbrances.

And Whereas for such deed and conveyance it is agreed that the said obligees shall on or before the 3d day of September, 1889, pay the sum of Twenty-one Hundred Dollars, with interest thereon from the 3d day of September, 1889, according to the terms of a certain promissory note of which the following is a copy, to-wit:

"Yoncalla, Oregon, June 3d, 1889.

For value received we or either of us promise to pay to Isaac Watkins and Eliza Watkins the sum of Twenty-one Hundred Dollars on or before September 3d, 1889."

NOW, THEREFORE, if the said obligors shall upon the payment of said promossiry note, according to the tenor thereof, deliver unto the said obligees a good and sufficient deed as aforesaid, then this obligation shall be void, otherwise it shall remain in full force and effect.

Signed, Sealed and Delivered in presence of,

H C Long,
Milt Applegate.

Isaac Watkins, (Seal)
her
Eliza X Watkins. (Seal)
mark

Acknowledged on June 3 1889 before Milt Applegate Justice of the Peace in and for Douglas County, Oregon. Appeared Isaac Watkins and Eliza Watkins. Separate examination of wife.

Recorded June 7 1889.

In Book 21 of Deeds, Pages 385-6.

Isaac Watkins and Eliza
Watkins, his wife, (Signs
by mark),

Grantors,

To

Charles Bachman,

Grantee,

Character of Instrument,
Warranty Deed

Dated August 24 1889

Recorded August 26 1889

In Book 21 of Deeds, Page 576.

Consideration, \$1000.00

Signatures Sealed

Witnessed by Two.

Acknowledged on August 24 1889 before J W Krewson Justice of the
Peace in and for Douglas County, Oregon. Appeared Isaac Watkins
and Eliza Watkins. Separate examination of wife.

Granting Words,, Bargain, Sell and Convey.

Covenants, Usual.

DESCRIPTION AND REMARKS.

The following described premises, to-wit: The North half of the
Southeast quarter and the Northeast quarter of the Southwest quarter
and the Southwest quarter of the Northeast quarter of Section No 24
in Township No 22 South of Range 5 West and the Northwest quarter of
the Southwest quarter and the Southwest quarter of the Northwest
quarter of Section No 19 Township No 22 South of Range 4 West.
Excepting a strip 82 1/10 feet wide on the South side of the above
described tract. Containing Two Hundred and Thirty-seven acres,
more or less.

RECEIVED

MAR 19 1992

WATER RESOURCES DEP
SALEM, OREGON

Charles Bachman (fails to state whether married or single),

To
Mortgagor,

Sarah Bachman,

Mortgagee.

Character of Instrument,
Mortgage

Dated August 24 1889

Recorded October 3 1889

In Book 9 of Mort., Pages 530-1

Consideration, \$1400.00

Signature is Sealed.

Witnessed by Two.

Acknowledged on August 24 1889 before J W Krewson Justice of the Peace in and for Douglas County, Oregon.

Granting Words, Bargain, Sell and Convey. ✓

DESCRIPTION AND REMARKS.

The following described premises, to-wit: The North half of the Southeast quarter and the Northeast quarter of the Southwest quarter and the Southwest quarter of the Northeast quarter of Section No 24, in Township No 22 South of Range 5 West and the Northwest quarter of the Southwest quarter and the Southwest quarter of the Northwest quarter of Section No 19 Township No 22 South of Range 4 West. Excepting a strip 82 1/10 feet wide on the South side of the above described tract. Containing two hundred and thirty-seven acres, more or less.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Fourteen Hundred Dollars, in accordance with the tenor of a certain instrument of writing, dated at Yoncalla, Or Aug 24 1889 and payable on or before three years after date with interest at the rate of 9% per annum from date, payable annually, until paid.

MARGINAL NOTATION: "For satisfaction See Vol 12, Page 146."

SARAH E BACHMAN TO CHARLES BACHMAN.

SATISFACTION.

STATE OF OREGON,)
) SS. ✓
County of Douglas.)

I, Sarah Bachman do hereby admit and acknowledge full and complete satisfaction of that certain mortgage given to me on the 24th day of Aug 1889 by Charles Bachman for the sum of Fourteen Hundred Dollars with interest at the rate of Nine per cent per annum from said date, which said Mortgage is recorded in Book of Mortgages No 9, Page 530-1 on the 3d day of October, 1889, and I do hereby authorize and direct G A Taylor County Clerk of Douglas Co Oregon for me and in my stead to satisfy and cancel said Mortgage on the records of said County.

IN WITNESS WHEREOF, I have hereunto set my hand this 29th day of Jan 1892.

Done in presence of Sarah E Bachman.
N J Burt,
Erwin A Langdon.

Acknowledged on Jan 29 189 before W Brummett Notary Public for Oregon (Seal)

Recorded February 12 1892

In Book 12 of Mortgages, Page 146.

Charles Bachman and Sarah
Bachman (Signs Sarah E
Bachman), his wife,
Mortgagors,
To
C E Tracey,
Mortgagee.

Character of Instrument,
Mortgage
Dated August 24 1889
Recorded August 26 1889
In Book 9 of Mort., Pages 491-2.
Consideration, \$850.00
Signatures are Sealed.
Witnessed by Two.

Acknowledged on August 24 1889 before J W Krewson Justice of the
Peace for Douglas County, Oregon. Separate examination of wife.

Granting Words, Bargain, Sell and Convey.

DESCRIPTION AND REMARKS.

The following described premises, to-wit: The North half of the
Southeast quarter and the Northeast quarter of the Southwest quarter
and the Southwest quarter of the Northeast quarter of Section No 24
in Township No 22 South of Range 5 West and the Northwest quarter of
the Southwest quarter and the Southwest quarter of the Northwest
quarter of Section No 19, Township No 22 South of Range four West.
Excepting a strip 82 1/10 feet wide on the South side of the above
described tract. Containing two hundred and thirty-seven acres,
more or less.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of
the sum of \$850.00 in accordance with the tenor of a certain instru-
ment of writing, dated at Yoncalla, August 24, 1889, and payable on
or before three years after date, with interest at the rate of 9%
per annum from date, payable annually.

MARGINAL NOTATION: "See Vol 12, Page 292 for Cancellation."

C E TRACEY TO CHAS & SARAH BACHMAN.

STATE OF OREGON,)
County of Douglas.) SS. ✓

I, C E Tracey, do hereby admit and acknowledge full and complete satisfaction of that certain mortgage given to me on the 24" day of August, A D, 1889 by Charles Bachman and Sarah E Bachman, his wife, for the sum of eight hundred and fifty dollars, with interest at nine per cent per annum from date until paid; the said Mortgage is recorded in Book 9, Page 491, on the 26" day of August, A D, 1889,

and I do hereby authorize G A Taylor, County Clerk of Douglas County, to cancel said Mortgage.

IN WITNESS my hand this 3 day of May, A D, 1892.

Witness: W Brummett (Seal)

C E Tracey. (Seal)

Acknowledged on May 3 1892 before W Brummett Notary Public for Oregon (Seal)

Recorded May 4 1892.

Book 12 of Mortgages, Page 292.

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MAR 19 1992

WATER RESOURCES DEP
SALEM, OREGON

Charles Bachman,

Grantor,

To

Sarah E Bachman, his
wife,

Grantee.

Character of Instrument,
Warranty Deed

Dated May 4 1891

Recorded May 5 1891

In Book 24 of Deeds, Page 370

Consideration, \$1000.00

Signature Sealed.

Witnessed by Two.

Acknowledged on May 4 1891 before J W Krewson Justice of the Peace
in and for Douglas County, Oregon.

Granting Words, Bargain, Sell and Convey.

Covenants, Usual.

DESCRIPTION AND REMARKS.

The following described premises, to-wit: The North half of the Southeast quarter and the Northeast quarter of the Southwest quarter and the Southwest quarter of the Northeast quarter of Section Number 24 in Township No 22 South of Range 5 West and the Northwest quarter of the Southwest quarter and the Southwest quarter of the Northwest quarter of Section No 19, Township No 22 South of Range 4 West. Excepting a strip 82 1/10 feet wide on the South side of the above described tract. Containing Two hundred and thirty-seven acres, more or less.

C B Bachman (signs Charles
Bachman) and S E Bachman, his
wife,

To

J F Simpson,

Mortgagors,

Mortgagee.

Character of Instrument,
Mortgage

Dated May 3 1892

Recorded May 4 1892

In Book 12 of Mort., Pages 293-4

Consideration, \$350.00

Signatures are Sealed.

Witnessed by Two.

Acknowledged on May 3 1892 before W Brummett Notary Public for
Oregon (Seal) Appeared C B Bachman and S E Bachman, his wife;
Separate examination of Wife.

Granting Words, Bargain, Sell and Convey.

DESCRIPTION AND REMARKS.

The following described premises, to-wit: The North half of the
Southeast quarter and the Northeast quarter of the Southwest quarter,
the Southwest quarter of the Northeast quarter of Sec No 24 of
Township 22 South of Range 5 West and the North West quarter of the
Southwest quarter, and the Southwest quarter of the Northwest quarter
of Sec No 19, Township 22 South of Range 4 West. Excepting a strip
82 1/100 feet wide on the South side of the above described tract.
Containing 287 acres, more or less.

THIS CONVEYANCE IS intended as a Mortgage to secure the payment
of the sum of \$350.00 in accordance with the tenor of a certain in-
strument of writing, dated at Yoncalla, Oregon, May 3 1892, and
payable on or before two years, with interest at 10% per annum, paya-
ble annually.

"(Endorsed)

STATE OF OREGON,)
) SS. ✓
County of Douglas.)

For a valuable consideration to me in hand paid, I hereby assign, transfer and set over to C D Drain, Administrator of Drain and Co., the within mortgage and all of my right, title and interest therein.

Dated this 19 day of February, 1894.

In presence of J F Simpson (Seal).

Levi Kent..

Recorded Feby 1st, 1894.

F W Benson, Clerk.

By J J Chapman, Deputy. "

MARGINAL NOTATION: "Received Satisfaction in full of the within Mortgage this 8 day of December, 1896.

C D Drain.

Attest:

John H Shupe, Clerk,

By J A Underwood, Deputy."

At a County Court begun and held at the Court House in Roseburg in Douglas County, Oregon, on Wednesday, April 29, 1891, sitting for the transaction of Probate business, at which were present:

Hon Geo W Riddle, County Judge,
G A Taylor, County Clerk,
By F W Benson, Deputy.

the following proceedings, were had, to-wit:

IN THE MATTER OF THE ESTATE

Of

John C Drain (deceased),
Chas Drain and C D Drain,
copartners as Drain & Co.

✓
P E T I T I O N .

The petition of Chas Drain, Lucy A Drain and C D Drain filed in this Court on the 29th day of April, 1891, praying for letters of administration upon the Estate of Drain & Co.

It appearing from said petition that until April 5, 1891, Charles Drain, John C Drain and C D Drain were partners doing business in Douglas County, Oregon, under the firm name of Drain & Co.

That on the 5th day of April, 1891, the said John C Drain one of the members of said co-partnership was a resident of the Town of Drain, Douglas County, Oregon at the time of his death.

That partnership property is in Douglas County, Oregon and within the jurisdiction of this Court and each of his said copartners were

and are now residents and inhabitants of said County and State.

That the petitioner Lucy A Drain is the widow of the said John C Drain, deceased. The petitioner Charles Drain waives and renounces all right as surviving partner of said firm to act or be appointed as administrator of said copartnership.

It is ordered that letters of administration upon the partnership estate of the said John C Drain (deceased), Charles Drain and C D Drain, issue to said C D Drain upon his filing a bond, according to law in the sum of \$83,483.78.

Geo W Riddle, County Judge.

Recorded in Vol 6 of Probate Records, Pages 421-2.

BOND OF ADMINISTRATOR.

Bond of C D Drain as administrator of Estate of Drain & Company filed in the sum of \$83,500 and approved by Geo W Riddle County Judge on April 29, 1891.

Recorded in Vol 6 of Probate Records, Page 422.

Sarah E Bachman (fails to state whether married or single),

To
Mortgagor,

C G Henderer,

Mortgagee.

Character of Instrument,
Mortgage

Dated December 7 1896

Recorded December 11 1896

In Book 17 of Mort., Pages 207-8

Consideration, \$150.00

Signature is Sealed.

Witnessed by Two.

Acknowledged on December 7 1896 before Ira Wimberly Notary Public for Oregon (Seal)

Granting Words, Bargain, Sell and Convey.

DESCRIPTION AND REMARKS.

The Following described premises, to-wit: The North half($N\frac{1}{2}$) of the Southeast quarter ($SE\frac{1}{4}$) and the Northeast quarter ($NE\frac{1}{4}$) of the Southwest quarter ($SW\frac{1}{4}$) and the Southwest quarter ($SW\frac{1}{4}$) of the Northeast quarter ($NE\frac{1}{4}$) of Section Number Twenty-four (24) in Township Number Twenty-two (22) South of Range Number Five (5) West of Willamette Meridian. Also the Northwest quarter ($NW\frac{1}{4}$) of the Southwest quarter ($SW\frac{1}{4}$) and the Southwest quarter ($SW\frac{1}{4}$) of the Northwest quarter ($NW\frac{1}{4}$) of Section Nineteen (19) in Township Twenty-two (22) South of Range Four (4) West of Willamette Meridian. Excepting a strip eighty-two and one tenth ($82 \frac{1}{10}$) feet wide along the South side of the above described tract. Containing two hundred thirty seven (237) acres, more or less. All in Douglas County, State of Oregon.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of \$150.00, in accordance with the tenor of a certain instrument of writing, dated at Drain, Oregon, December 7, 1896,

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MAR 19 1992

WATER RESOURCES DEP
SALEM, OREGON

and payable three years after date, with interest at the rate of 10% per annum from date until paid.

MARGINAL NOTATIONS: "For assignment of within Mortgage, See Vol 18, Page 291 Record of Mortgages.

John H Shupe, Co Clerk,
By J A Underwood, Deputy."

"For Satisfaction see Vol 20, Page 31.

D R Shambrook, Clerk,
By C E Roberts, Deputy."

BE IT REMEMBERED, That at a Term of the County Court for Douglas County, State of Oregon, begun and held in the court house at Roseburg on Monday the 31st day of January, 1898, sitting for the transaction of Probate business, at which were present:

Hon A F Stearns, Judge,
John H Shupe, Clerk,
B C Agee, Sheriff.

The following proceedings were had to-wit:

IN THE COUNTY COURT FOR DOUGLAS COUNTY, STATE OF OREGON.

IN THE MATTER OF THE ESTATE

Of

Charles G Henderer, Deceased.

Now at this time comes on to be heard the petition of John J Henderer which petition represents and shows that Charles G Henderer, a resident and inhabitant of Douglas County, State of Oregon, died in said County and State on the 18th day of January, 1898, and was at the time of his death the owner of real and personal property in said County and State.

That the heirs at law of said deceased, are as follows, to-wit:

Charles M Henderer, a son, aged 36 years, residence Drain, Douglas County, Oregon. Fannie A Hedden, a daughter, aged 34 years, residence, Scottsburg, Douglas County, Oregon, John J Henderer, the petitioner, a son, aged 32 years, residence Elkton, Douglas County, Oregon.

That the said deceased left his last will and testament, the same being executed on the 7th day of May, 1894, and filed in this Court on the 26th day of January, 1898. That said testator in said will nominated the petitioner, John J Hedden, John N Hedden and Charles M Henderer as executors thereof without bonds.

That the said John N Hedden and Charles M Henderer have appeared herein and renounced and waived their rights to act as such executors and ask that the petitioner John J Henderer be appointed the sole executor of said estate, to act in said trust without bonds.

That Emaline F Henderer, the widow of said deceased, and named as a devisee in said will, died in said County and State on ~~the~~ 19th day of July, 1897;

That the said Charles G Henderer at the time of his death was of the age of 77 years.

Wherefore, Petitioner prays that the said will be admitted to probate as the last will and testament of the said Charles G Henderer, deceased and that he be appointed as sole executor thereof.

And it satisfactorily appearing to the Court from the testimony of S C Miller and F W Benson, each competent witnesses, and each being duly sworn in open Court, that they were respectively acquainted with the said Charles G Henderer in his life time and at the time of witnessing his will; that he was a resident of Douglas County, State of Oregon, at the time of his death; that he died on or about the 18th day of January, 1898, that the said will offered for Probate

purporting to be the last will and testament of the said Charles G Henderer, deceased was signed and sealed by the said Charles G Henderer in the City of Roseburg, Douglas County, Oregon, on the 7th day of May, 1894, in the presence of the said subscribing witnesses and he thereupon published the said instrument as, and declared the same to be his last will and testament and requested the said witnesses, in attestation thereof, to sign the same as witnesses, and that the said witnesses did thereupon, in the presence of said Charles G Henderer, and the presence of each other, subscribe their names thereto as witnesses to the said instrument; that at the time of executing the said instrument, the said Charles G Henderer was over the age of 21 years, to-wit, of about the age of 73 years, and was of sound and disposing mind and memory, and not under any restraint, undue influence or fraudulent misrepresentations.

It is therefore ordered and adjudged by the Court that the said Will offered for probate be, and it is hereby entitled to probate as the last will and testament of Charles G Henderer, deceased, and declared and adjudged to be fully proven.

It is further ordered and adjudged that the said John J Henderer be appointed executor of said will and testament, without bonds, and that letters testamentary issue to him therefor; and that H G brown, Henry Beckley and W J Burchard be and they are hereby appointed appraisers of said Estate.

January 31, 1898.

A F Stearns, Judge.

Recorded Vol 9 Probate Record, Pages 286-7.

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MAR 19 1992

WATER RESOURCES DEP
SALEM, OREGON

BE IT REMEMBERED, That at a Term of the County Court for Douglas County, State of Oregon, begun and held in the court room in Roseburg, Oregon, on Thursday, June 9, 1898, sitting for the transaction of Probate business, at which were present;

Hon A F Stearns, Judge,
John H Shupe, Clerk,
B C Agee, Sheriff.

The following proceedings were had to-wit:

IN THE COUNTY COURT FOR DOUGLAS COUNTY, STATE OF OREGON.

IN THE MATTER OF THE ESTATE
Of
Charles G Henderer, Deceased.

Now at this time comes John J Henderer, the Executor of the Estate of Charles G Henderer, deceased, and presents his verified petition, which shows and alleges that all of the special bequests of the will of said deceased have been fully paid and that in the distribution of the residuary bequests the residuary legatees Charles M Henderer and Fannie A Hedden, are willing to accept in such distribution the following described mortgages, respectively, a certain mortgage executed by Sarah E Bachman to Charles G Henderer, the same being recorded on Page 207 in Vol 17 Record of Mortgages for Douglas County, State of Oregon (and also another mortgage not effecting title in foregoing caption).

That it would be to the best interests of said estate that said Mortgages be so assigned to said residuary legatees respectively.

Wherefore Petitioner prays the court that an order of this Court be made authorizing and directing the said executor to assign the said mortgages as aforesaid.

It is therefore ordered by the Court that the said John J Henderer be and he is hereby authorized and directed to assign and transfer the said mortgages as aforesaid to the said residuary legatees Charles M Henderer and Fanny A Hedden, respectively.

Roseburg, Or., 6/9/1898.

A F Stearns,

Judge.

Recorded in Vol 9 of Probate Records, Page 369.

JOHN J HENDERER, EXECUTOR, TO CHAS M HENDERER.

ASSIGNMENT OF MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That I, John J Henderer, Executor of the Estate of Charles G Henderer, deceased, of Douglas County, State of Oregon, for and in consideration of the sum of One Dollar, lawful money of the United States, to me in hand paid by Chas M Henderer of the same County and State, and in pursuance of an order of the County Court of Douglas County, Oregon, the receipt whereof is hereby acknowledged, do by these presents, sell, assign, transfer and set over unto the said Charles M Henderer, a certain mortgage bearing date the 7th day of December, 1896, made and executed by Sarah E Bachman to Charles G Henderer and recorded in the office of the County Clerk of Douglas County, Oregon, in Book 17 of Mortgages, Page 207, on the 11th day of December, 1896, together with the promissory note therein described, and the money due and to grow due thereon, with the interest.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this
9th day of June, 1898.

Done in presence of
Jas D Hamilton,
F W Benson.

John J Henderer, (Seal)
Executor of Estate of Chas G
Henderer, Deceased.

Acknowledged on June 9 1898 before F W Benson Notary Public for
Oregon (Seal) Appeared John J Henderer, Executor.

Recorded June 9 1898

In Book 18 of Mortgages, Pages 291-2.

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MAR 19 1992

WATER RESOURCES DEP
SALEM, OREGON

CHARLES M HENDERER TO SARAH E BACHMAN.

SATISFACTION.

KNOW ALL MEN BY THESE PRESENTS: That I, Charles M Henderer do hereby certify and declare that a certain mortgage bearing date the seventh day of December, 1896, made and executed by Sarah E Bachman, the party of the first part therein, to C G Henderer the party of the second part therein and assigned to me on the 9th day of June, 1898 by John J Henderer, Executor, said Assignment being recorded in Book of Mortgages, Vol 18, Pages 291-292 on the 9th day of June, 1898, recorded in the office of the County Clerk of the County of Douglas in Book 17 of Mortgages, on Page 207, on the 11th day of December, A D, 1896, together with the debt thereby secured, is fully paid, satisfied and discharged.

IN WITNESS WHEREOF I have hereunto set my hand and seal the sixth day of December, A D, One Thousand Nine Hundred.

Signed, Sealed and Delivered in presence of
Charles M Henderer, (Seal).
Glenn V Wimberly,
Ira Wimberly.

Acknowledged on December 6 1900 before Ira Wimberly Notary Public for Oregon (Seal)

Recorded December 7 1900.

In Book 20 of Mortgages, Page 31.

BE IT REMEMBERED, That at a regular term of the Circuit Court of the State of Oregon, for Douglas County, Oregon, began and held in the court room at the court house in Roseburg, Oregon, Monday, the 26th day of November, 1900, at which were present:

Hon J W Hamilton, Judge,
Geo M Brown, Dist. Atty.,
D R Shambrook, Clerk,
E L Parrott, Sheriff.

among other proceedings the following was had on the 5th judicial day of said term, to-wit:

Sarah E Bachman,	Plaintiff,
vs.	
Chas Bachman,	Defendant.

Now on this 5" day of December, 1900, this cause coming on to be heard, plaintiff appearing by her attorneys, Coshow & Sheridan, the defendant appearing not though duly served with summons in this cause by publication for six weeks in the Roseburg Review, a weekly newspaper published, printed and of general circulation in Douglas County, Oregon, proof of said service being on file in this cause and the State of Oregon appearing by Geo M Brown, District Attorney for the Second Judicial District; the defendant having failed to answer complaint of plaintiff or otherwise appear in said cause, he is hereby adjudged to be and is in default.

And it appearing to the court that the plaintiff and defendant intermarried on or about the 6" day of January, 1881, at Calloway County, Missouri, and are now husband and wife; that the plaintiff has resided in the State of Oregon for 11 years immediately proceeding the the commencement of this suit, and is now a resident of Douglas County, Oregon; that during all the said time the plaintiff and defendant lived together as husband and wife the plaintiff treated defendant with kindness, affection and consideration, and in all respects as a wife should treat her husband; that on or about the 12" day of September, 1892, the defendant, without cause, willfully deserted and abandoned the plaintiff and has not lived or co-habited with the plaintiff since. That plaintiff is entitled to a decree of divorce from defendant.

IT IS, THEREFORE, Ordered, adjudged and decreed that the bonds of matrimony now and heretofore existing between plaintiff and defendant be and the same are hereby dissolved.

J W Hamilton,

Judge.

Recorded Vol 14 Circuit Court Journal, Page 243.

Sarah E Bachman, a widow,
Mortgager,
To
S B Carr,
Mortgagee.

Character of Instrument,
Mortgage
Dated December 5 1900
Recorded December 7 1900
In Book 20 of Mort., Pages 32-3
Consideration \$300.00
Signature is Sealed
Witnessed by Two.

Acknowledged on December 5 1900 before O P Coshow Jr Notary Public
for Oregon (Seal).

Granting Words, Bargain, Sell and Convey.

DESCRIPTION AND REMARKS.

The following described premises, to-wit: The North half of the Southeast quarter and the Northeast quarter of the Southwest quarter and the Southwest quarter of the Northeast quarter of Section Twenty-four in Township Twenty-two South, Range Five West, W M. Also the Northwest quarter of the Southwest quarter and the Southwest quarter of the Northwest quarter of Section Nineteen, Township Twenty-two South, Range four West, W M. Excepting a strip 82 1/10 feet wide along the South side of the above described tract; containing Two hundred and thirty-seven acres, more or less, in Douglas County, Oregon.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE to secure the payment of the sum of \$300 in accordance with the tenor of a certain instrument of writing, dated at Roseburg, Oregon, Dec 5 1900 and payable one year after date with interest at 8% per annum from date until paid.

MARGINAL NOTATION. "For Satisfaction of this Mortgage See Page 135,
in this book. D R Shambrook, Co Clerk,
By J E Sawyers, Deputy."

S B CARR TO SARAH E BACHMAN.

SATISFACTION OF MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS: That I, S B Carr, do hereby certify and declare that a certain Mortgage bearing date the 5th day of December, 1900, made and executed by Sarah E Bachman, the party of the first part therein, to S B Carr, the party of the second part therein, recorded in the office of the County Clerk of the County of Douglas and State of Oregon in Book 20 of Mortgages, on Page 32 on the 7th day of December, 1900, together with the debt thereby secured, is fully paid, satisfied and discharged.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26th day of January, 1901.

S B Carr (Seal)

Done in presence of

J R Tolliver X his mark.
Fred Meinzer.

Acknowledged on January 26 1901 before Fred Meinzer Notary Public for Oregon (Seal).

10 cents Rev Stamp Cancelled.

Recorded January 28 1901

In Book 20 of Mortgages, Pages 135-6.

Sarah E Bachman, unmarried,
Mortgagor,
To
State Land Board,
Mortgagee.

Character, of Instrument,
Mortgage
Dated January 8 1901
Recorded January 10 1901
In Book 20 of Mort., Pages 104-5
Consideration, \$400.00
Signature is Sealed
Witnessed by Two.

Acknowledged on January 8 1901 before Fred Meinzer Notary Public
for Oregon (Seal)

Granting Words, Grant, Bargain, Sell and Convey.

DESCRIPTION AND REMARKS.

The following described premises, to-wit: Situated in Douglas County,
State of Oregon and particularly described as follows, to-wit:

The N $\frac{1}{2}$ of the SE $\frac{1}{4}$, the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section
24 in Tp 22 S of R 5 W W M. Also the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of
the NW $\frac{1}{4}$ of Sec 19 in Tp 22 S of R 4 West. Excepting a strip 82 1/10
feet wide off the S side of the above described tract and containing
237 acres.

THIS CONVEYANCE is intended as a mortgage to secure the payment of
the sum of \$400.00 in accordance with the tenor of a certain instru-
ment of writing, dated at Roseburg, Oregon, January 8, 1901, and
payable one year after date, with interest at 6% per annum, payable
semi-annually.

MARGINAL NOTATION: "For Satisfaction See Vol 27, P 216."

STATE LAND BOARD TO SARAH E BACHMAN.

S A T I S F A C T I O N.

STATE OF OREGON.

KNOW ALL MEN BY THESE PRESENTS, That We, the State Land Board of the State of Oregon, do hereby certify that we have received full and complete satisfaction of a certain mortgage executed by Sarah E Bachman to said Board on the 8th day of January, 1901, to secure the sum of Four Hundred Dollars, and recorded on the 11th day of January, 1901, on page 104 of Book 20 of Record of Mortgages for Douglas County, in the State of Oregon. And we hereby acknowledge satisfaction in full of said Mortgage.

WITNESS our hands and the seal of the Board affixed this 18th day of June, A D, 1910.

(Seal)

Jay Bowerman, Acting Governor,
Secretary of State.
Geo A Steel, State Treasurer.

Filed for record June 24 1910.

Book 27 of Mortgages, Page 216.

ANTE-NUPTIAL AGREEMENT.

HENRY MOONEY

and

SARAH E BACHMAN.

THIS INDENTURE made and entered into on this 17th day of October, A D, 1903, by and between Henry Mooney of Comstock, Douglas County, Oregon, as party of the first part and Sarah E Bachman of Yoncalla, Douglas County, Oregon, as party of the second part, WITNESSETH:

That Whereas, the said parties, Henry Mooney and Sarah E Bachman desire and intend to intermarry and whereas each of said parties is the owner in his and her own right of certain real property and whereas both of said parties are desirous that said marriage relation shall not in any manner, or to any extent encumber the title of each other to their said respective parcels of real property, or in any other manner, wise or way affect said title, but that each shall hold said real property free from the inchoate right of dower and curtesy of the other to the same extent and effect as though said marriage relation had not been entered into and for the express purpose of settling said rights this agreement is made and entered into by said parties for and as an ante-nuptial settlement and agreement, that is to say:

That for and in consideration of the covenants and agreements to be kept and performed as hereinafter particularly mentioned and specified by the party of the second part, the party of the first part, Henry Mooney does hereby waive any and all claim of interest in or to all

that certain real property situate in Douglas County, Oregon, and particularly described as the $N\frac{1}{2}$ of the $SE\frac{1}{4}$, $NE\frac{1}{4}$ of the $SW\frac{1}{4}$ and $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 24 in Tp 22 South of Range 5 West and the $NW\frac{1}{4}$ of the $SW\frac{1}{4}$ and the $SW\frac{1}{4}$ of the $NW\frac{1}{4}$ Section 19, Tp 22 South of Range 4 West and as well to all other real property now owned and possessed by the said Sarah E Bachman, party of the second part, wheresoever situated, which may become the claim or interest of the said party of the first part by reason of the consumation of said intended marriage.

In consideration of the covenants and agreements to be kept and performed by the party of the first part as hereinbefore specified, the party of the second part does hereby expressly waive any and all claim of interest in or to that certain real property situate in Douglas County, Oregon, and particularly described as the $N\frac{1}{2}$ of the $SE\frac{1}{4}$, the $SW\frac{1}{4}$ of the $NE\frac{1}{4}$ and the $E\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 5 in Township 22 South of Range 4 West, and the $NE\frac{1}{4}$ of the $SE\frac{1}{4}$, the $W\frac{1}{2}$ of the $SE\frac{1}{4}$ and the $SE\frac{1}{4}$ of the $NE\frac{1}{4}$ of Section 20 in Township 21 South of Range 4 West, and as well to all other real property now owned or possessed by the said party of the first part, Henry Mooney, wheresoever situated which may become the claim or interest of the said party of the second part by reason of the consumation of said intended marriage.

IN WITNESS WHEREOF the respective parties have hereto subscribed their names and affixed their seals this 17th day of Oct. 1903.

In the presence of
Frank Gorrell,
O P Coshow.

Henry Mooney, (Seal)
Party of the first part.
Sarah E Bachman,
Party of the second part.(Seal)

STATE OF OREGON,)
) SS.
County of Douglas.)

On this 17th day of October, A D, 1903, personally appeared before me a Notary Public in and for the said County and State, the within named Henry Mooney and Sarah E Bachman, to me personally known to be the identical individuals described in and who executed the within instrument and who each acknowledged to me that he and she executed the same freely and voluntarily for the uses and purposes therein named.

WITNESS my signature and Notarial Seal this 17th day of October,
A D, 1903.

(Seal)

O P Coshow, Jr.,
Notary Public for Oregon.

Recorded October 19 1903.

In Book 47 of Deeds, Page 421.

SARAH E MOONEY TO R A BAKER ET UX.

BOND FOR DEED.

KNOW ALL MEN BY THESE PRESENTS, That we Sarah E Mooney and as principal and sureties held and firmly bound unto R A Baker and Laura Baker in the sum of Five Thousand Dollars Gold Coin of the United States of America, to the payment of which to the said Sarah E Mooney, or her executors, administrators or assigns, we hereby jointly and severally bind ourselves, our heirs, executors, administrators or assigns firmly by these presents.

Sealed with her seal and dated the 27th day of June, A D, 1910.

The condition of this obligation is such:

THAT, WHEREAS, The said obligor, have agreed to sell and convey unto the said obligees a certain tract of real estate situated in Douglas County, State of Oregon, and bounded and described as follows, to-wit:

The North half of the Southeast quarter ($N\frac{1}{2}$ of $SE\frac{1}{4}$), the Northeast quarter of the Southwest quarter ($NE\frac{1}{4}$ of $SW\frac{1}{4}$) and the Southwest quarter of the Northeast quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$) of Section Twenty-four (S 24) in Township Twenty-two (Tp 22) South of Range Five (S R 5 W) West of W M and the Northwest quarter of the Southwest quarter ($NW\frac{1}{4}$ of $SW\frac{1}{4}$) and the Southwest quarter of the Northwest quarter ($SW\frac{1}{4}$ of $NW\frac{1}{4}$ of Section Nineteen (S 19), Township Twenty-two (Tp 22) South of Range Four West (S R 4 W) of the Willamette Meridian in Douglas County. State of

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MAR 19 1992

WATER RESOURCES DEP
SALEM, OREGON

the said obligator conveying a good, clear and sufficient title to the same free from all incumbrances, except taxes.

And, Whereas, for such deed and conveyance, it is agreed that the said obligees shall on or before the 27th day of June, 1920 pay the sum of Nineteen hundred (\$1,900.00) dollars, with interest thereon from the 27th day of June, 1910, and \$1200 on or before the same date without interest according to the terms of two certain promissory notes of which the following is a copy, to-wit:

\$1,200.00 (Copy) Yoncalla, Oregon, June 27th, 1910.
On or before 10 years after date, without grace we promise to pay to the order of Sarah E Mooney Twelve Hundred Dollars. For value received, with interest after until paid. Principal and interest payable in U S Gold Coin, at Yoncalla, Oregon, and in case suit or action is instituted to collect this note or any portion thereof we promise to pay such sum as the Court may adjudge reasonable as attorney's fee in said suit or action.

No. (Signed) R A Baker,
Due. Laura Baker.

\$1,900.00 (Copy) Yoncalla, Oregon, June 27th, 1910.
On or before 10 years after date, without grace, we promise to pay to the order of Sarah E Mooney, Nineteen Hundred Dollars. For value received, with interest after date at rate of 4 per cent per annum until paid. Principal and interest payable in U S Gold Coin, at Yoncalla, Oregon, annually and in case suit or action is instituted to collect this note or any portion thereof we promise to pay such sum as the Court may adjudge reasonable as attorney's fee in said suit or action.

No. (Signed) R A Baker,
Due. Laura Baker.

Now, Therefore, if the said obligor shall, upon the payment of said promissory note according to the tenor thereof, deliver unto the said obligees a good and sufficient deed, as aforesaid, then this obligation

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MAR 19 1992

WATER RESOURCES DEP
SALEM, OREGON

to be void, otherwise it shall remain in full force and effect.

Sarah E Mooney (Seal)

Harry Brown,
Henry Mooney.

STATE OF OREGON,)
) SS.
County of Douglas.)

On this, the 27th day of June, 1910, personally came before me, a Notary Public in and for said County and State, the within named Sarah E Mooney to me personally known to be the identical person described in and who executed the within instrument, and who each personally acknowledged to me that she executed the same freely and voluntarily for the uses and purposes therein named and without fear or compulsion from any one.

WITNESS my hand and seal this 27th day of June, 1910.

Harry Brown,

(Seal)

Notary Public for Oregon.

MARGINAL NOTATION: "For Assignment of this Bond See Vol 75 Deeds, Page 198."

Recorded June 29 1910.

In Book 66 of Deeds, Page 134.

R A Baker and Laura
Baker, his wife,

To

J S. Milne.

Recorder's No 27224.
Character of Instrument,
Assignment of Bond for Deed
Dated May 3 1915
Recorded July 27 1915
In Book 75 of Deeds, Page 198.
Consideration, Value Received.
Signatures are Sealed.
Witnessed by Two.

Acknowledged on May 3 1915 before Alf Jury Notary Public for
Oregon (Seal).

DESCRIPTION AND REMARKS.

For value received I hereby sell and assign to J S Milne all my
right, title and interest in and to the within Bond for Deed made
by Sarah E Mooney to R A Baker and Laura Baker, his wife.

10 cents Revenue Stamps Cancelled.

SARAH E MOONEY ET VIR TO R A BAKER.

THIS AGREEMENT, Made this 16th day of June, 1915, by and between Sarah E Mooney and Henry Mooney, as first parties and R A Baker as second party, WITNESSETH, That,

WHEREAS, on the 27th day of June, 1910, the said Sarah E Mooney executed and delivered to R A Baker and Laura Baker a certain Bond for Deed, wherein the said Sarah E Mooney obligated herself to sell and convey unto said R A Baker and Laura Baker the following described premises:

The North half of the Southeast quarter ($N\frac{1}{2}$ of $SE\frac{1}{4}$) Southwest quarter of the Northeast quarter $SW\frac{1}{4}$ of $NE\frac{1}{4}$) of Section twenty-four (S24) in Township twenty-two (Tp 22) South of Range five (S R 5 W) West of the W M and the Northwest quarter of the Southwest ($NW\frac{1}{4}$ of $SW\frac{1}{4}$) and the Southwest quarter of the Northwest quarter ($NW\frac{1}{4}$ of $SW\frac{1}{4}$) of Section nineteen (S19) Township twenty-two (Tp 22) South of Range four West (S R 4 W) of the Willamette Meridian in Douglas County, State of Oregon, which said bond for deed was recorded on the 29th day of June, 1910, on Page 134, Vol 66 of the Records of Deeds for Douglas County; and,

WHEREAS said bond for deed was not executed by said Henry Mooney, husband of said Sarah E Mooney and there is some question as to the legality of a certain anti-nuptial agreement dispensing with

the signature of said Henry Mooney.

NOW, THEREFORE, The said Sarah E Mooney and Henry Mooney, husband, and wife, in consideration of the promise of the said R A Baker to make the payments as specified in said Bond for Deed, doe hereby covenant to and with the said R A Baker that they, the said Sarah E Mooney and Henry Mooney will sell and convey the aforesaid premises and do any and all things specified in said Bond for Deed to be performed by the said Sarah E Mooney.

In consideration of which, the said R A Baker covenants to pay the sums of money therein specified to first parties.

It being the intent of this agreement to make valid said agreement by all parties and carry them out the same as provided in said Bond for Deed, including assignees R A Baker and Laura Baker.

WITNESS our hands and seals this 16th day of June, 1915.

Witnessed & Sealed by Henry
Mooney in presence of
Chas W Rice,
J S Milne.

Signed & Sealed by Sarah E
Mooney and R A Baker in
presence of
Chas W Rice,
J S Milne.

Sarah E Mooney, (Seal)
Henry Mooney, (Seal)
First Parties.
R A Baker, (Seal)
Second Party.

Acknowledged on June 16 1915 before Chas W Rice Notary Public for
Oregon Commission expires December 27 1915 (Seal) Appeared
Sarah E Mooney and R A Baker.

Acknowledged on June 16 1915 before Chas W Rice Notary Public for
Oregon Commission expires December 27 1915 (Seal) Appeared
Henry Mooney.

Recorded July 27 1915.

In Book 75 of Deeds, Page 198. 50 cents Rev. Stamp Cancelled.

Oscar Applegate and Matilda
Applegate, his wife,

Grantors,

To

W. J. Kelleher,

Grantee.

Character of Instrument,
Deed

Dated April 13 1903

Recorded December 11 1903

In Book 47 of Deeds, Page 512

Consideration, \$1.00

Signatures are Sealed.

Witnessed by Two.

Acknowledged on April 13 1903 before Ira Wimberly Notary Public
for Oregon (Seal)

Granting Words, Bargain, Sell and Convey.

DESCRIPTION AND REMARKS.

A right of way for flume in and over a certain piece of land de-
scribed as follows, to-wit:

The East half of the Southeast quarter and the Northeast quarter
of Section twenty-four, in Township twenty-two South, Range Six
West (with other lands) deeded by A Morningstar and wife to
Matilda Applegate. And it shall be lawful for the said W J Kelleher,
his heirs and assigns and his legal representatives, at all times
freely to pass and repass along said flume right of way for pur-
poses of construction, maintenance and operation of the same.

NOTE: It will be observed that the land above described is in
Tp 22 S R 6 West and does not describe land in the Caption
to this abstract. The land described in next deed, page 43
of this abstract, Sykes to Skelly Lumber Company, describes
same land as being in Tp 22 S R 5 West, which does cover
land in foregoing Caption.

ABSTRACTER.

William H Sykes and M D
Sykes, his wife,

Grantors,

To

Skelly Lumber Company,

Grantee.

Character of Instrument,
Deed

Dated December 2 1904

Recorded December 20 1904

In Book 49 of Deeds, Pages 464-5

Consideration, \$1.00

Signatures are Sealed.

Witnessed by Four.

Acknowledged on November 19 1904 before Frank G Micelli Notary
Public for Oregon (Seal) Appeared William H Sykes.

Acknowledged on December 2 1904 before Gilbert A Myer Notary Public
for Pennsylvania. Commission expires February 27 1905 (Seal) Ap-
peared Mrs M D Sykes.

Granting Words, Bargain, Sell and Convey.

DESCRIPTION AND REMARKS.

The following described premises, to-wit: The one-half undivided
interest in the following right of way, a right of way for a flume
in and over a certain piece of land described as follows, to-wit:

The East half of the Southeast quarter and the Northeast quarter
of Section twenty-four in Township Twenty-two South, Range Five
West, Willamette Meridian, as deeded by Oscar Applegate and wife
to William J Kelliher which deed is recorded in Vol 47, at page
512, Records of Deeds for Douglas County, Oregon (with other lands).

All of the above described real property is situated in Douglas
County, State of Oregon. It is hereby intended to convey the one-
half undivided interest in all the rights of ways above described.

SEE NOTE on page 42 of this Abstract.

J U D G M E N T S H E E T .

oo

Judgment Debtor - - - - - Elizabeth Watkins
Judgment Creditor - - - - - James A. Watkins
Amount - - - - - \$100.00
Date of Judgment - - - - - August 25th, 1885.

ABSTRACTER'S CERTIFICATE

STATE OF OREGON, }
COUNTY OF DOUGLAS }

The Commercial Abstract Company hereby certifies that the foregoing sheets numbered consecutively from 1 to 4 contain a full and correct Abstract of all conveyances or other instruments of writing, excepting mining locations, mining conveyances and County roads, on record in the office of the County Clerk (who is ex-officio County Recorder) of Douglas County, State of Oregon, which in any way appear to affect the real property described in the Caption of this abstract

It further certifies that the tax records of Douglas County, Oregon, show no tax sales of said land unredeemed, that no tax deeds have been given thereon and that there are no taxes due and unpaid on the land described in the Caption hereto, except as shown herein

Taxes for 1914 are paid.

It further certifies that there are no judgments, suits pending or liens of any kind shown by said records against any of the grantees herein, which are liens on the land described in the Caption hereto, except as shown herein

See Judgment sheet.

This certificate does not cover city liens except as shown.

In testimony whereof the Commercial Abstract Company has caused these presents to be duly signed by its President and attested by its Secretary under its corporate Seal this 28th. day of July - - 1915, at 3:00 P.M.

COMMERCIAL ABSTRACT COMPANY,

By *E. M. Ouellet* Pres.

Attest: *A. J. Hedder* Secy.

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WATER RESOURCES DEP
SALEM, OREGON

THE UNITED STATES OF AMERICA)	United States Patent
	)	Dated March 30th, 1882
	)	Recorded April 22nd, 1916
To	)	In Book 76 of Deeds page 90
	)	Seal of the G L O Affixed.
James A Watkins	)	Certificate No 1376 (Homestead)
	)	Application 2801 and 3235

Issued by Authority of the Act of Congress of May 20th, 1862, and the acts supplemental thereto.

Executed by the President: Chester A Arthur
By Wm H Crook, Secretary
S W Clark, Recorder of the
General Land Office.

609935

DESCRIPTION:

For the South west quarter of the Northeast quarter, the northwest quarter of the southeast quarter, the north east quarter of the south east quarter and the north east quarter of the south west quarter of section twenty four in township twenty two South of Range five west of Willamette Meridian in Oregon, containing one hundred and sixty acres, according to the Official Plat of the Survey of said Land, returned to the General Land Office by the Surveyor General.

KNOW KNOW YE, That there is, therefore, granted by the United States unto the said James A Watkins, the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances unto the said James A Watkins and to his heirs and assigns forever; subject to any vested and accrued water rights, etc.

609935

B
R

DEPARTMENT OF THE INTERIOR
General Land Office.
Washington, Apr 14, 1916.

I hereby certify that the annexed copy of patent is a true and literal exemplification from the record which is in my custody in this office.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and caused the seal of this office to be affixed, at the city of Washington, on the day and year above written.

(SEAL)

L Q C Lamar,
Recorder of the General
Land Office.

10 cts I R Stamp cancelled.

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WATER RESOURCES DEP
SALEM, OREGON

AFFIDAVIT

OF

W H SYKES

State of Oregon)
County of Douglas) ss

I, William H Sykes, being first duly sworn, on oath say, that I am the same person who with my wife, Mrs M D Sykes, on or about December 2nd, 1904 intended to deed to the Skelly Lumber Company a right-of-way for Flume purposes over the E $\frac{1}{2}$ of SE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of Sec 24, in Tp 22 S Range 6 West; said deed being recorded Dec 20th, 1904 in Book 49 Page 464-5, deed records of Douglas County; however, according to said records it appears that a mistake was made in giving the proper Range number, as the deed reads Township 22 S R 5 West, when it should read 22 S Range 6 West.

That we were not the owners of said land in township 22 S R 5 West to wit: The E $\frac{1}{2}$ of SE $\frac{1}{4}$ and NE $\frac{1}{4}$ of Sec 24, and that said deed should in no way effect the title to same.

Witness: W H Sykes (Seal)

C W Burrows

Acknowledged on November 22nd, 1915, before C W Burrows, Notary Public for State of Oregon. My Commission expires Dec 15, 1916.
(Seal) Appeared William H Sykes.

Recorded Apr 22nd, 1916
In Book 76 of Deeds page 92

G W Sanders (a widower)	)	Character of Instrument,
	)	Quit-claim Deed.
	)	Dated March 18th, 1916
	)	Recorded Apr 22nd, 1916
To	)	In Book 76 of Deeds page 91.
	)	Consideration, \$2.00 & other.
Spurgeon Odell	)	Signatures are sealed.
	)	Witnessed by Two

Acknowledged on March 18th, 1916, before Lester L Wimberly, Notary Public for Oregon. My Commission expires Oct 29, 1916. (Seal)

Granting words, remise, release and forever quit-claim.

Description and Remarks:

All right, title and interest in and to the following described premises, towit: The North half of the South-east quarter ($N\frac{1}{2}$ of $SE\frac{1}{4}$), the North-east quarter of the South-west quarter ($NE\frac{1}{4}$ of $SW\frac{1}{4}$) and the South-west quarter of the North-east quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$) of Section Twenty four (24) in Township Twenty-two (22) South, Range Five (5) West; and the North-west quarter of the South-west quarter ($NW\frac{1}{4}$ of $SW\frac{1}{4}$) and the South-west quarter of the North-west quarter ($SW\frac{1}{4}$ of $NW\frac{1}{4}$) of Section Nineteen (19) Township Twenty two (22) South, Range Four (4) West, in Douglas County, State of Oregon.

This Deed is given to show that I claim no interest in the above described land. And that in reference to certain contract, covering this and other land, given by Isaac Watkins to G W Sanders and Chas Bachman, that I, G W Sanders, took, in satisfaction of said contract one hundred (100) acres and that the balance or the land above mentioned was deeded to the said Chas Bachman.

J S Milne

To

William Holliston

THIS AGREEMENT made this 14th day of June, 1915, by and between J S Milne of Cottage Grove, Oregon, as first party and William Holliston and F A Richardson, of Creswell, Oregon, as second parties, Witnesseth: That

WHEREAS, on the 27th day of June 1910, Sarah E Mooney executed and delivered to R A Baker and Laura Baker, being husband and wife, a bond for deed, And

WHEREAS, In said Bond for Deed said Sarah E Mooney, agrees to sell and convey unto said R A Baker and Laura Baker, their heirs or assigns, the following described premises:

The North half of the Southeast quarter ($N\frac{1}{2}$ of $SE\frac{1}{4}$) Southwest quarter of the Northeast quarter ($SW\frac{1}{4}$ of $NE\frac{1}{4}$) of Section twenty four (S 24) in Township twenty two (Tp 22) South of Range five (S R 5 W) West of W M., and the Northwest quarter of the Southwest quarter ($NW\frac{1}{4}$ of $SW\frac{1}{4}$) and the Southwest quarter of the Northwest quarter ($SW\frac{1}{4}$ of $NW\frac{1}{4}$) of Section Nineteen (S 19) Township twenty two (tp 22) South of Range four West (S R 4 W) of the Willamette Meridian, in Douglas County, State of Oregon. The same to be conveyed by a good and sufficient warranty deed of said obligor, conveying a good, clear and sufficient title to the said premises, free from all incumbrances, excepting taxes, provided there shall have, first been paid the sum of \$3100.00 ac-

CORDING to the terms specified in said Bond for Deed, and which said Bond for Deed was recorded on the 29th day of June, 1910 on page 134 Vol 66 of the Record of Deeds for Douglas County, Oregon.

NOW THEREFORE: The aforesaid first party, for and in consideration of the sum of \$1072.00 this day advanced by second parties, to first party, the said first party does hereby bargain, sell, assign, and transfer unto the said second parties an undivided one half interest in and to the aforesaid Bond for Deed and the said first part does hereby covenant to and with the said second parties that he, the said first party, is the absolute owner of said Bond for Deed and the same is free from all incumbrances. That the premises specified in said Bond for Deed are also free from all incumbrances. That there is due and owing on said Bond for Deed to the said Sarah E Mooney the sum of \$3000.00 and no more. That the interest has been paid on the purchase price thereof up to and including the 20 day of June, 1915.

IT IS SPECIALLY AGREED, That the aforesaid William Holliston and F A Richardson, jointly or the said F A Richardson and J S Milne, jointly or the said J S Milne and William Holliston jointly may sell all the right, title and interest of all said persons in and to the aforesaid Bond for Deed and the pre-

mises described therein, at any time for any amount they shall see fit and the said J S Milne does hereby make, constitute and appoint said William Holliston and F A Richardson and the said William Holliston does hereby make, constitute and appoint F A Richardson and J S Milne and the said F A Richardson does hereby make, constitute and appoint said J S Milne and the said William Holliston, his true and lawful attorney for himself and in his name to bargain, sell, transfer and assign all his right, title and interest in and to the aforesaid Bond for Deed and the said premises at any time and for such cash price over and above the purchase price due the aforesaid Sarah E Mooney providing that said land shall not be sold for less than \$20.00 per acre, and in his name, make out, execute and acknowledge and deliver the proper assignment or transfer or conveyance of the same with full covenant of warrant and freedom from incumbrance giving and granting unto the said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as I might or could do if personally present. This power of attorney is irrevocable.

IT BEING FURTHER SPECIALLY AGREED, That upon the sale of said premises, the proceeds of said sale shall be applied as follows:

First: To reimburse any of said persons for taxes paid

on the said premises and actual expenses (excluding personal service of said parties) incurred in making said sale.

Second: There shall be paid to the said William Holliston and F A Richardson, the sum of \$1072.00 with interest thereon at 8% per annum from date until paid.

Third: The surplus over and above the aforesaid payments shall be divided as follows:

One half thereof to J S Milne, and one fourth thereof to William Holliston and one fourth thereof to F A Richardson.

Witness our hands and seals this 14th day of June, 1915.

Signed & sealed in presence of	J S Milne	(Seal)
C A Wintermeier	First Party	
Elsie Allen	Wm Holliston	(Seal)
	F A Richardson	(Seal)
	Second Parties.	

Acknowledged on July 29th, 1915, before H E Richardson, My Commissioner expires July 1st, 1919 (Seal) Appeared Wm Holliston.

Acknowledged on June 14th, 1915, before C A Wintermeier, Notary Public for Oregon (Seal) Appeared J S Milne, William Holliston and F A Richardson.

Recorded August 2nd, 1915
In Book 75 of Deeds page 206-7

J S MILNE

TO

F A RICHARDSON ET AL.

ASSIGNMENT OF BOND FOR DEED.

Know all men by these presents that, on the 27th day of June A D 1910, Sarah E Mooney, made, executed and delivered to R A Baker and Laura Baker, a bond for deed covering the premises therein described and for the consideration and upon the terms, conditions and agreements therein set forth, said bond for deed recorded June 29th, 1910, in Book 66 Page 134, deed records of Douglas County, Oregon.

That thereafter said R A Baker and Laura Baker, his wife, duly sold, assigned and delivered unto J S Milne, all of their right, title and interest in and to said bond for deed and the premises therein described and according to the terms conditions and agreements of said bond for deed and for the consideration set forth in said assignment now of record in the deed records of Douglas County, Oregon.

Now therefore I, J S Milne, for and in consideration of \$1.00 and other valuable consideration to me paid by F A Richardson and William Holliston, the receipt of which is hereby acknowledged, have and do hereby sell and assign unto said F A Richardson and William Holliston all of my interest in and to said bond for deed and the premises therein described, said bond for deed recorded June 29th, 1910, in Book 66 page 134, deed

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MAR 19 1992

WATER RESOURCES DEP
SALEM, OREGON

records of Douglas County, Oregon, and it is expressly agreed and understood as part consideration that said F A Richardson and William Holliston shall and will assume and pay all of the amount due and to become due according to said bond for deed and the notes therein described and according to the terms thereof and thereupon said Sarah E Mooney is hereby authorized and directed to make, execute and deliver unto said F A Richardson and William Holliston the proper deed and conveyance complying with all of the terms, conditions and agreements of said bond for deed.

In Witness whereof I have hereunto set my hand and seal this 13th day of September A D 1915.

Done in presence of
Alta King
Spurgeon Odell

J S Milne (Seal)

Acknowledged on September 13th, 1915 before Alta King, Notary Public for Oregon My Commission expires Dec 4th, 1915 (Seal)

Recorded September 16" 1915
In Book 75 of Deeds page 279

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WATER RESOURCES DEP
SALEM, OREGON

ASSIGNMENT OF BOND FOR DEED.

F A Richardson and William Holliston to Spurgeon Odell.

Know all men by these presents that on the 27th day of June, A D 1910, Sarah E Mooney, made, executed and delivered to R A Baker and Laura Baker, a bond for deed, covering the premises therein described and for the consideration and upon the terms, conditions and agreements therein set forth, said bond for deed recorded June 29th, 1910, in Book 66, page 134 deed records of Douglas County, Oregon.

That thereafter said R A Baker and Laura Baker, his wife, duly sold, assigned and delivered unto J S Milne, all of their right, title and interest in and to said bond for deed and the premises therein described and according to the terms, conditions and agreements of said bond for deed and for the consideration as set forth in said assignment now of record in Douglas County, Oregon.

That thereafter said J S Milne, duly sold and transferred unto F A Richardson and to William Holliston, each an undivided one fourth interest in and to said bond for deed and the premises therein described and for the consideration and upon the terms, conditions and agreements as set forth in said transfer now of record in Douglas County, Oregon.

And that of date September 13th, A D 1915, said J S Milne,

duly sold and assigned unto said F A Richardson and William Holliston, all of his interest in and to said bond for deed and the premises therein described, and for the consideration and upon the terms, conditions and agreements of said assignment, which assignment will appear on the records of Douglas County, Oregon.

Now therefore we, F A Richardson and William Holliston, for and in consideration of the sum of \$2407.00 to us paid by Spurgeon Odell, the receipt of which is hereby acknowledged, have and do hereby sell, assign and transfer unto said Spurgeon Odell, all of our right, title and interest whatsoever in and to said bond for deed of date June 27th, 1910, recorded June 29th, 1910, in Book 66 page 134, deed records of Douglas County, Oregon, together with the land therein described, it being agreed and understood as part and further consideration that said Spurgeon Odell, shall and will assume and pay unto said Sarah E Mooney, the sum of \$3000.00 the balance now due according to the terms of said bond for deed and the notes therein set forth, and that said Spurgeon Odell, shall and will pay all further amounts that may become due according to said bond for deed and the notes therein set forth, and thereupon we hereby authorize and direct said Sarah E Mooney, to make, execute and deliver unto said Spurgeon Odell, the due and proper conveyance complying with all of the terms, conditions and agreements of said bond for deed.

In Witness Whereof we have hereunto set our hands and seals
this 14th day of September, A D 1915.

Done in presence of:
H E Richardson
Henry Achey

F A Richardson (Seal)
William Holliston (Seal)

Acknowledged on September 14th, 1915, before H E Richardson, Notary
Public for Oregon (Seal) My Commission expires July 1st, 1919.

Recorded April 22nd, 1916
In Book 76 of Deeds page 91.

ABSTRACTER'S CERTIFICATE

STATE OF OREGON,
COUNTY OF DOUGLAS

The Commercial Abstract Company hereby certifies that the foregoing sheets numbered consecutively from 1 to **13** contain a full and correct Abstract of all conveyances or other instruments of writing, excepting mining locations, mining conveyances and County roads, on record in the office of the County Clerk (who is ex-officio County Recorder) of Douglas County, State of Oregon, which in any way appear to affect the real property described in the Caption of this abstract, which have been recorded since July 28th, 1915 at 3 O'clock P. M.

It further certifies that the tax records of Douglas County, Oregon, show no tax sales of said land unredeemed, that no tax deeds have been given thereon and that there are no taxes due and unpaid on the land described in the Caption hereto, except as shown herein

Taxes all paid.

It further certifies that there are no judgments, suits pending or liens of any kind shown by said records against any of the grantees herein, which are liens on the land described in the Caption hereto, except as shown herein, which have been recorded since July 28th, 1915 at 3 O'clock P. M.

This certificate does not cover city liens except as shown.

In testimony whereof the Commercial Abstract Company has caused these presents to be duly signed by its President and attested by its Secretary under its corporate seal this 22nd day of April 1916 at 10 O'clock A. M.

COMMERCIAL ABSTRACT COMPANY,

By *E. M. Chute* Pres.

Attest: *A. J. Hedder* Secy.

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MAR 19 1922

WATER RESOURCES DEPT.
SALEM, OREGON

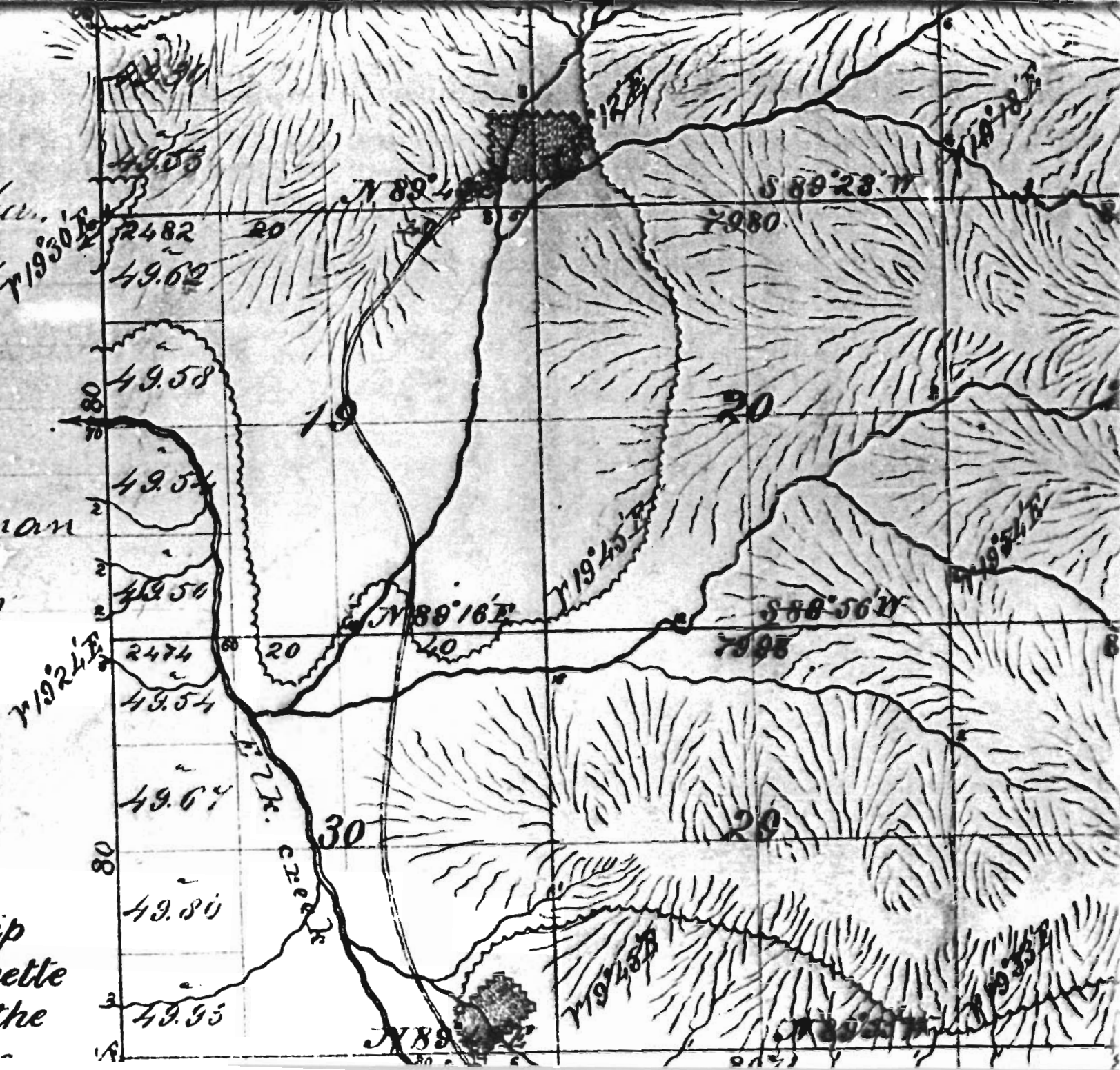
S. R. H. Hill, Nec.

to the original field
file in this office
and approved.

James C. Tolman

Sur. Gen. of C.

Fractional Township
West of the Willamette
conformable to the





THIS INDENTURE WITNESSETH: That LESLIE R. GREEN and HELEN K. GREEN, tenants in common, of Cottage Grove, Oregon, for and in consideration of the sum of Eighty-five Thousand Dollars (\$85,000.00) to them in hand paid, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto OPAL ODELL JORDAN, an undivided three-quarters interest and WILLIAM L. MCKERN, and undivided one-quarter interest, as tenants in common, the following described premises in Douglas County, Oregon, to-wit:

BEGINNING at the quarter section corner common to Section 24, Township 22 South, Range 5 West, Willamette Meridian, and Section 19, Township 22 South, Range 4 West, Willamette Meridian, Douglas County, Oregon;
 thence S. 89 degrees 59' W. 1323.88 feet along the North line of the Northeast quarter of the Southeast quarter of Section 24, Township 22 South, Range 5 West, Willamette Meridian, to the Northwest corner of the said Northeast quarter of the Southeast quarter of said Section 24;
 thence South 1241.55 feet along the West line of the Northeast quarter of the Southeast quarter of said Section 24 to a 5/8 inch steel rod at a fence corner, said fence corner being on the North line of that property described in deed to Exacon, Inc. recorded in Volume 467, records of Douglas County, Oregon, Recorder's No. 71-6181;
 thence N. 89 degrees 27' E. 1229.40 feet to a point on the West right of way line of Boswell County Road No. 54;
 thence along the West right of way line of Boswell County Road No. 54 the following courses and distances: N. 2 degrees 07' E. 542.4 ft. and around a curve to the right (the long chord of which bears N. 14 degrees 09' E. 224.3 ft.); thence N. 28 degrees 24' E. 180.8 ft.; thence along a curve to the left (the long chord of which bears N. 2 degrees 43' E. 164.2 ft.); thence N. 17 degrees 48' W. 251.7 ft. to the point of intersection of the West right of way line of said County Road No. 54 and the section line common to Section 24, Township 22 South Range 5 West, Willamette Meridian, and Section 19, Township 22 South, Range 4 West, Willamette Meridian;
 thence leaving said right of way and running South along last mentioned section line 92.6 ft. to the point of beginning, being situated in Section 19, Township 22 South, Range 4 West, Willamette Meridian and in Section 24, Township 22 South, Range 5 West, Willamette Meridian, Douglas County, Oregon.

Together with the tenement, hereditaments and appurtenances thereto belonging, or in anywise appertaining. To have and to hold the same unto the said Opal Odell Jordan and William L. McKern, their heirs and assigns forever.

This conveyance is intended as a Mortgage to secure payment of the sum of Eighty-five Thousand Dollars (\$85,000.00) in accordance with the terms of two promissory notes of even date herewith and providing, in substance, as follows:

Principal amount: \$25,000.00, due without interest on January 15, 1977. No prepayment permitted.

Note II

Principal amount: \$60,000.00 payable in 240 monthly installments of \$465.18 including interest at 7% per annum from January 15, 1977, first payment due April 20, 1978. No prepayment before January 15, 1978.

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit: April 20, 1998.

This indenture is further conditioned upon the faithful observance by the mortgagors of the following covenants hereby expressly entered into by the mortgagors:

1) That they will pay said promissory notes and all interest thereon promptly as the same becomes due, and before they become overdue, according to the term of said note;

2) That they will pay all taxes, assessments or other levies upon or against the premise promptly and before the same become delinquent and further that they will permit no mechanics or other liens of any kind or nature to attach to the mortgaged property.

3) That they will keep the improvements now or hereafter erected on the property insured to their full insurable value for fire and extended coverage and mortgagees shall be entitled to priority in payment to the extent of their interest as the same may appear at the time of loss.

4) Timber sales may be made by Mortgagors upon Mortgagees approval of the terms and conditions of sale:

a) Mortgagors shall notify Mortgagees of the terms of sale and furnish copies of all written agreements relative thereto.

b) Mortgagees shall receive all proceeds of timber sales up to \$150.00 per thousand board feet and not exceeding \$50,000.00 in the aggregate.

c) All payments to be made to Mortgagees for timber sales shall be made by the mill buying such timber to the First National Bank of Oregon, Cottage Grove branch, as escrow agent, Mortgagees shall receive scale summaries for all timber removed.

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MAR 19 1976

WATER RESOURCES DEP
SALEM, OREGON

d) Timber sale proceeds, if any, shall form a part of the payments provided for by the promissory notes executed contemporaneously herewith. Total payments in the calendar year 1976 from all sources shall not exceed \$25,000.00.

e) Mortgagors or their agents shall be solely responsible for timber harvest tax, employment taxes and the expense of logging.

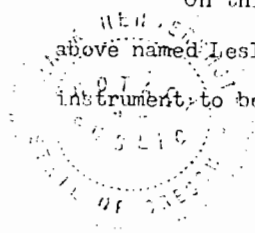
Now, if the sum of money secured hereby shall be paid according to the agreement set forth herein and in the promissory notes, this conveyance shall be void; but in case default shall be made payment of the principal or interest or any part thereof as above provided, then the said Opal Odell Jordan and William L. McKern and their legal representatives, or assigns may foreclose the Mortgage and sell the premises above described with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the said principal, interest and attorney fees as provided in said notes, together with the costs and charges of making such sale and the supplies, if any, pay over to the said Leslie R. Green and Helen M. Green or their heirs or assigns.

IN WITNESS WHEREOF, Mortgagors have executed this indenture this 14th day of May, 1976.

Leslie R. Green
LESLIE R. GREEN
Helen M. Green
HELEN M. GREEN

STATE OF OREGON)
) ss.
County of Douglas)

On this 14th day of May, 1976, personally appeared before me the above named Leslie R. Green and Helen M. Green and acknowledged the foregoing instrument to be their voluntary act and deed.



[Signature]
Notary Public for Oregon

My Commission Expires: 11/1/77

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MAR 19 1992

WATER RESOURCES DEPT
SALEM, OREGON

a 49.53									
a 49.62		2 a 30.50							
a 49.58									
a 49.54									
a 49.50									
a 49.54									
a 49.67									
a 49.80		3 a 34.84	2 a 33.61						
a 49.93									
a 49.90									

John Kelly
Cl. 40 N
160.11 Acres
18.85
15.10
11.00
16.00
18.00
19.00
20.00

James M. Donald
Not. 568
Claim 39
320 Acres
24.70
24.75
23.80
40.15
64.85
40.00
64.75

Not. 569
Cl. 41
Ransom Kelly
1 a
20.52
2 a
33.02
32.50
12.80

160.11 Acres
27.50
13.18
20.64
20.64
20.64
20.64
120.13
158.88
40.84

19

20

21

30

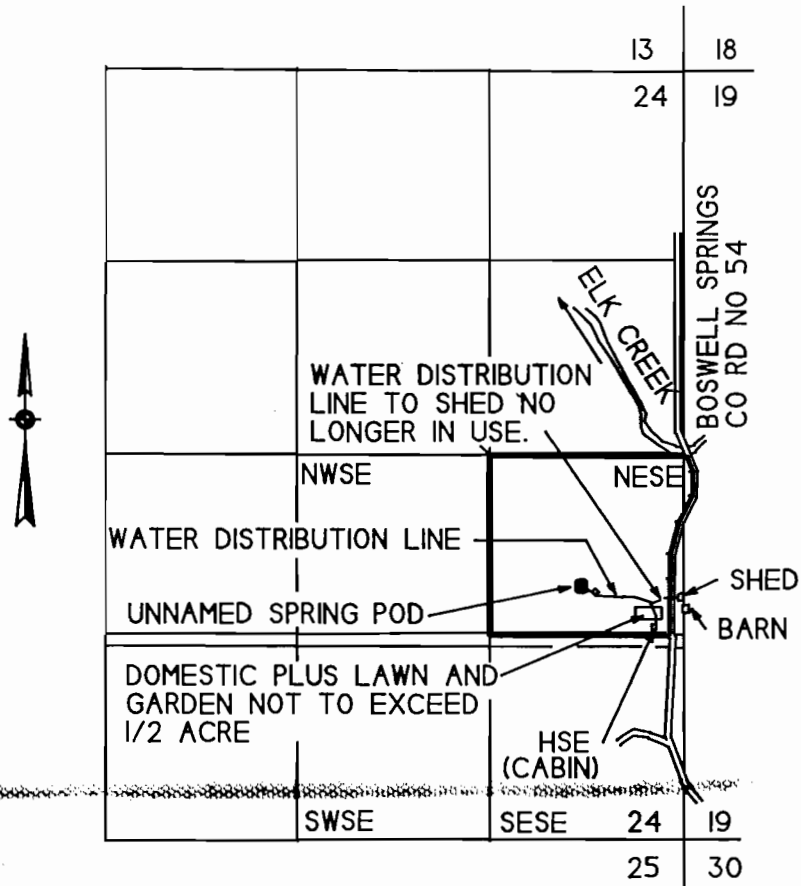
29

28

1 a
8.82

T22S. R5W.WM
SCALE 1" = 1320'

RECEIVED
MAR 19 1997
WATER RESOURCES DEP
SALEM, OREGON



POD IS 1743.5 FT N AND 697.2 W FROM SE COR SEC 24

FINAL PROOF SURVEY
UNDER

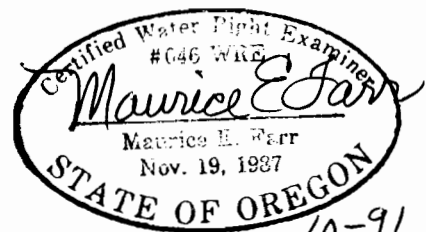
Application No. 53807 Permit No. 40170

IN NAME OF

LESLIE AND HELEN GREEN

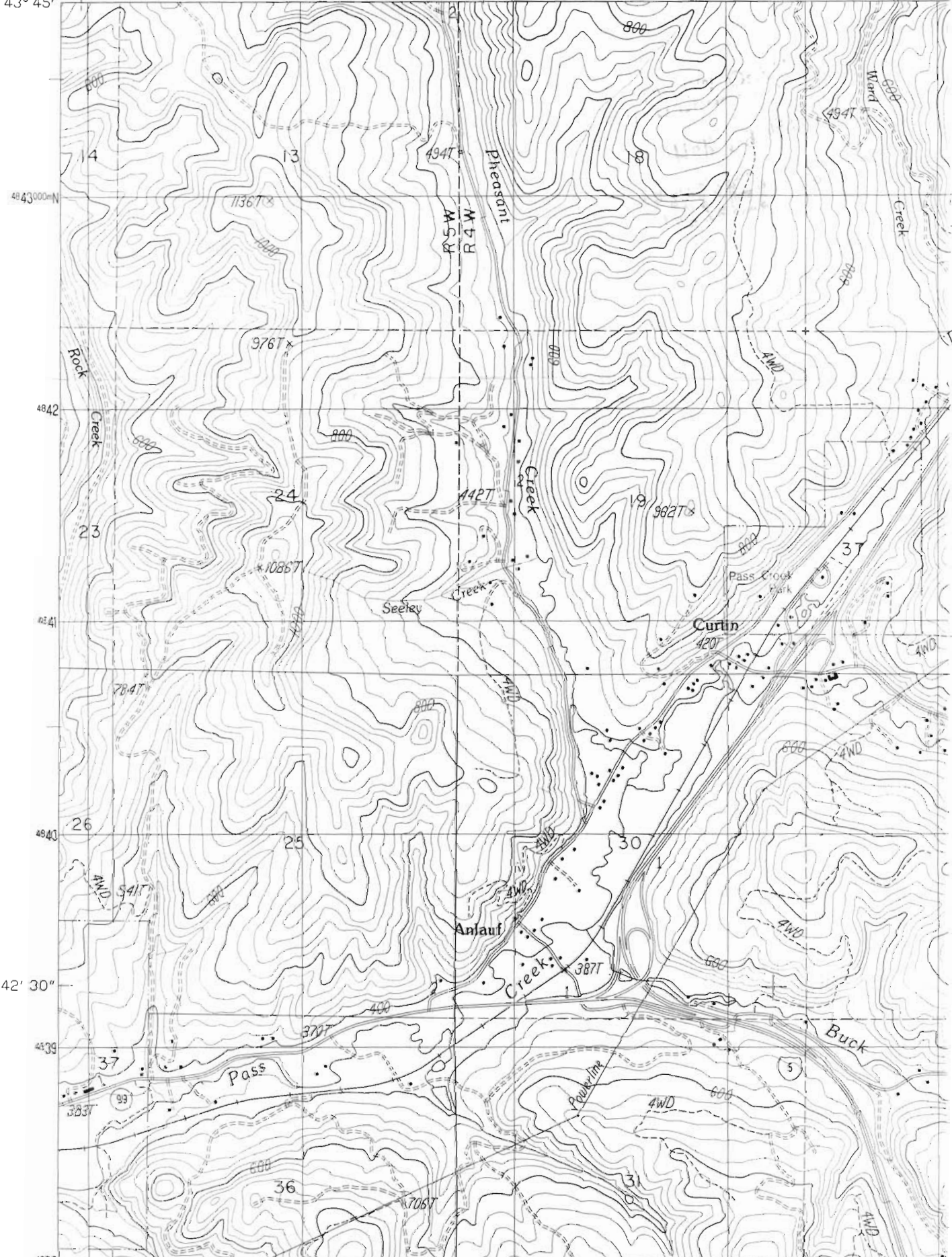
Surveyed September 30, 1991 by M E Farr

(THIS MAP PREPARED FOR REGISTRATION STATEMENT)



UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

123° 15' 43° 45' 481000mE 482 483 12' 30" 484



March 23, 1993

ALTHEA LEE JORDAN
385 SHERMAN AVENUE, SUITE 1
PALO ALTO, CA 94306

RE: SWR-64 (OPAL JORDAN)

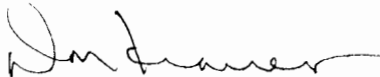
Dear Ms Jordan,

This will acknowledge your letter of March 18, 1993 in regards to you mother's surface water registration statement (SWR). You are correct in that the SWR was received March 19, 1992 by our office. Also, the site inspection and review of the data in the file has been completed. I have made my recommendation to my supervisor in regards to this SWR.

You ask when you may hear of the status of your SWR. My answer is that you have complied with the requirements of filing the SWR. Our office has completed the inspection and review of the water use and available data. At present the next step would be for the Director, Water Resource Department to sign a proposed order affirming, modifying or rejecting the SWR. This has not been done for your claim or for any claims. I don't know when this might happen. I can assure you that you will be notified of any action in regards to your SWR.

Please feel free to contact this office if you have any questions.

Sincerely,



Don Knauer
Adjudication Specialist

M:\W\S\C\SWR-0064.003



STATE OF OREGON
WATER RESOURCES DEPARTMENT
ADJUDICATION SECTION

TO: Reed Marbut
FROM: Don Knauer

DATE: June 8, 1992

SUBJECT: Indorsement of SWR-64

I have completed a review of the registration statement form, map and evidence submitted by the following claimant. I have made an inspection of the property identified in the claim and I have reviewed the WRD records. Based on my review and inspection I suggest the following information be included on the " Notice of Proposed Order " under ORS 539.240 (8):

NAME: Opal M. Jordan c/o Lee Jordan, Attorney
ADDRESS: 385 Sherman Ave., Suite 1
Palo Alto CA 94306

SOURCE: Unnamed Stream and Elk Creek, both tributaries of Umpqua River.

USE: Stockwater and Stock Direct.

PRIORITY DATE: May 31, 1879

AMOUNT OF WATER FOR EACH CLAIMED USE:

0.01 CFS for stockwater and 0.01 CFS for stock direct, a total of 0.02 CFS.

DIVERSION POINT:

Stockwater: NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 19, T. 22 S., R. 5 W., W.M.

PLACE OF USE:

Stockwater NW $\frac{1}{4}$ SW $\frac{1}{4}$
Stock Direct SW $\frac{1}{4}$ NW $\frac{1}{4}$
Stock Direct NW $\frac{1}{4}$ SW $\frac{1}{4}$
Section 19,
Township 22 S., Range 5 W., W.M.

PERIOD OF USE:

The use is allowed all year.

FILE C:\WP51\SWR\CLAIMANT\SWR-0064.0IM

INTEROFFICE MEMORANDUM

*Oregon Water Resources Department
Adjudication Section*

TO: SWR-64 FILE

FROM: Don Knauer

DATE: July 27, 1992

SUBJECT: FIELD INSPECTION

I inspected this property on my own. The map by the CWRE appears to be acceptable. The channel runs on the west side of the property. The pond is not much but could be allowed. There were a few cows on the property at the time of my visit. The uses made of the water is stockwater and stockwater direct.

SURFACE WATER REGISTRATION CHECKLIST

(received after July 18, 1990)

RECEIPT # 84536 CHECK ENCLOSURES Jek
CHECK BASIN MAP 16-Umpqua UNADJUDICATED AREA ? YES
SURFACE WATER REGISTRATION NUMBER 64 Basin 16
PRELIMINARY DATA BASE ENTRY DWF Umpqua
ACKNOWLEDGEMENT LETTER Jek ENTER ON STREAM INDEX h
PUBLIC NOTICE PUBLICATION h WATERMASTER CHECKLIST h
CHECK QUADRANGLE MAP h CHECK GLO PLATS h

FORM REVIEW

- blanks filled in
- signed
- date received stamped

MAP REVIEW

- source and trib
- diversion point location
- conveyances (pipes, ditch, etc.)
- place of use
- scale
- township, range, section
- north arrow
- CWRE stamp
- disclaimer
- date survey was performed
- P.O.B. of survey
- dimensions and capacity of diversion system
- "beneficial use" type title
- "permanent-quality" paper

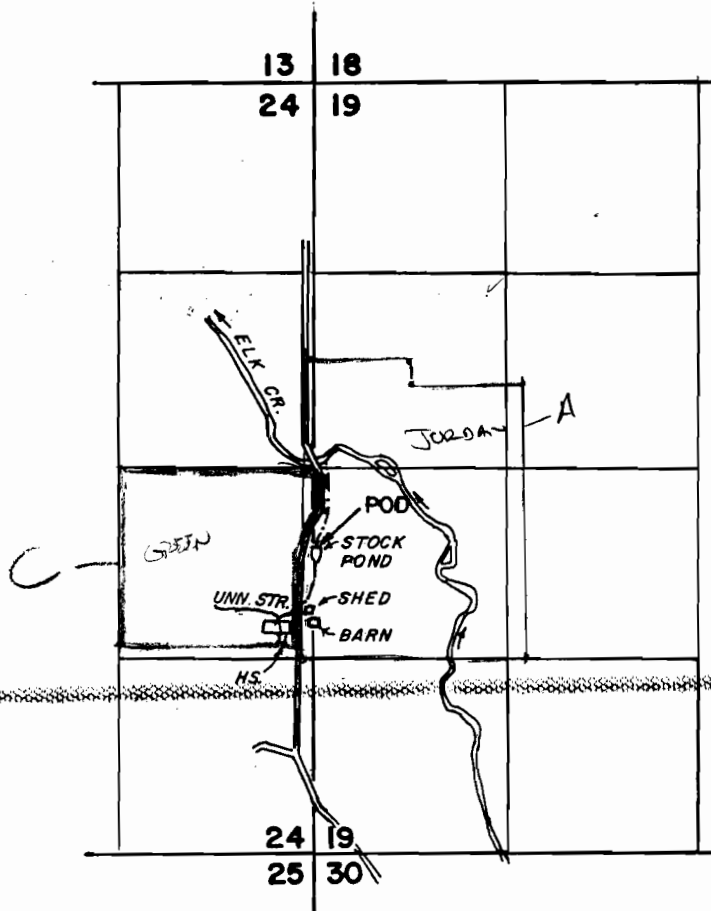
WATER RIGHT RECORD CHECK Jek ENTER ON PLAT CARDS _____
FIELD INSPECTION NOT PLANNED FINAL FILE REVIEW Jek
FINAL DATA BASE ENTRY _____

A: SWRCHECK

12-24-91

T.22 S., R.4 & 5 W., W.M.

RECORDED
JAN 19 1992
WATER RIGHTS DIVISION DEPT
OF AGRICULTURE OREGON



4" = 1 MI.

WATER RIGHT MAP FOR

OPAL M. JORDAN

SURVEYED ON JAN. 21, 1992

BY:



THIS MAP WAS PREPARED FOR THE PURPOSE OF IDENTIFYING THE LOCATION OF A WATER RIGHT ONLY AND IS NOT INTENDED TO PROVIDE LEGAL DIMENSIONS OR LOCATION OF PROPERTY OWNERSHIP LINES.

POD IS 2100 FT. N. & 10' E. FROM SE COR. SEC. 24

INTERDEPARTMENT MEMO

TO: Watermaster District # 15
FROM: Adjudication Section
RE: Surface Water Registration

9/15 Douglas County

Enclosed is a copy of a Registration Statement and accompanying map that has been filed in your district. It has been numbered SWR #64.

Opal M. Jordan / c/o Lee Jordan, Esq.

We are gathering information about this claim to a pre-1909 water use and would like you to assist us by filing out the checklist below and including any comments that you think might be of significance.

(Yes or No)

- 1. Do you know anything about this water use? N
- 2. Have there been any distribution problems relating to this claim? N
- 3. Do you have reason to believe that the claimed priority date is not accurate? N
- 4. Does the quantity of water claimed look unreasonable for the uses named? N
- 5. Does the place of use look to be accurately depicted by the CWRE map enclosed? N/A
- 6. Do you know if there has been a period of more than a five years of non-use? N/A
- 7. Should someone in our section contact you concerning this claim? N

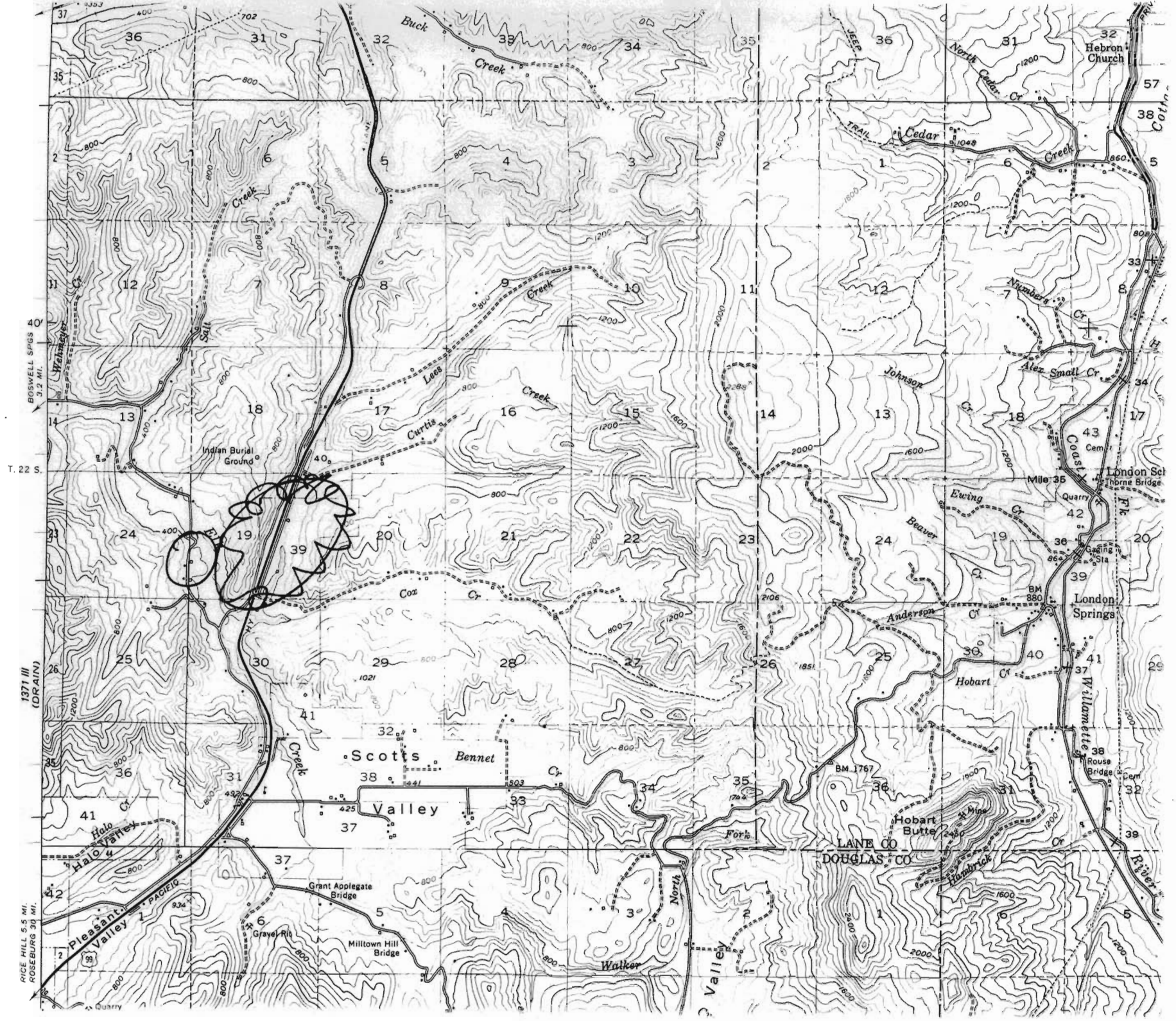
If you answered yes to any of the above questions, please explain below on an additional sheet of paper.

Attach any memo's or correspondence that deal with this water use and return to the Adjudication Section at the address below.

Thank you for your assistance.

Sincerely,
Thelma Castle
Adjudication Section

Enclosures



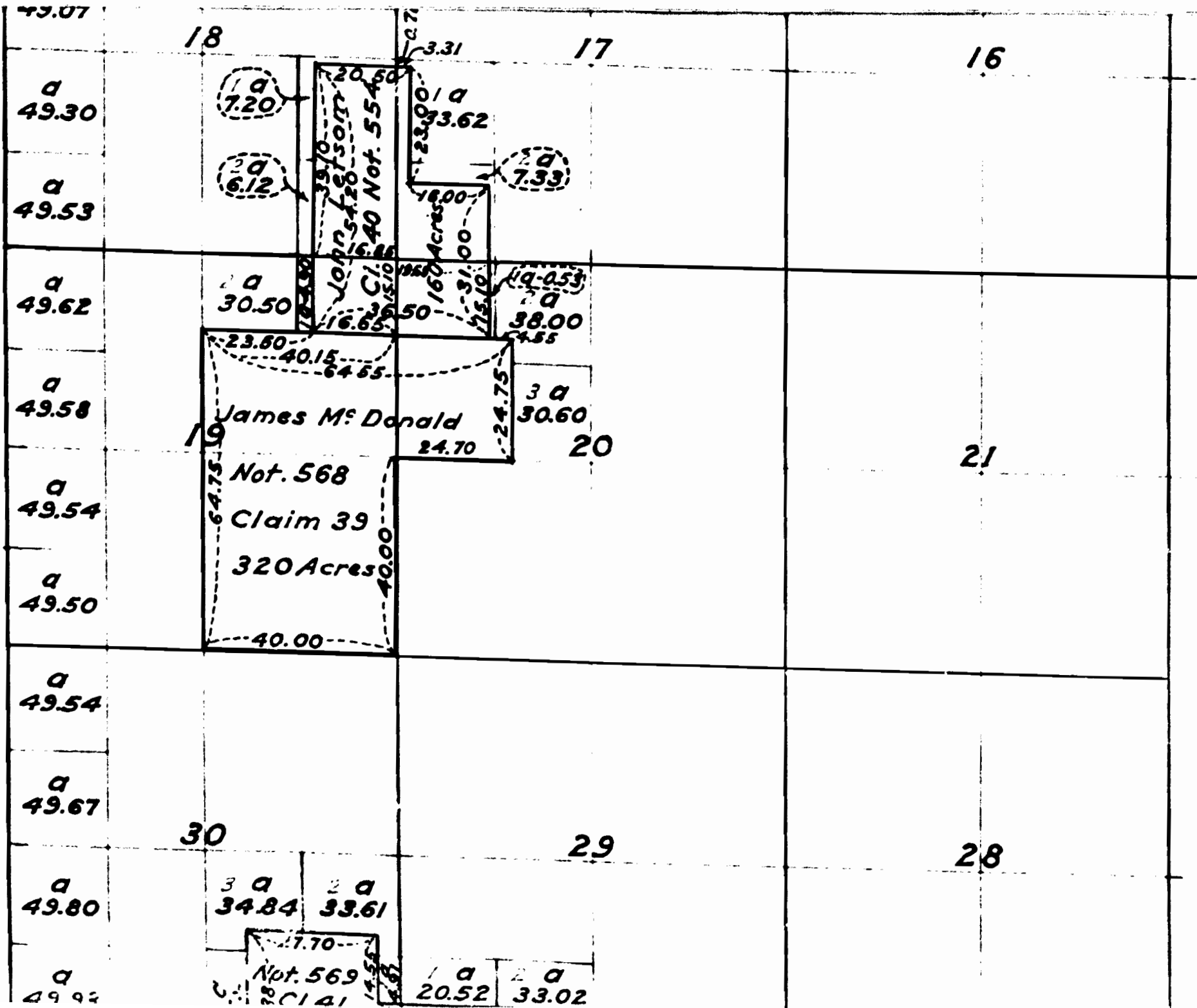
BOSWELL SPGS
3.2 MI.

T. 22 S.

1371 III
(DRAIN)

RICE HILL 5.5 MI.
ROSEBURG 30 MI.

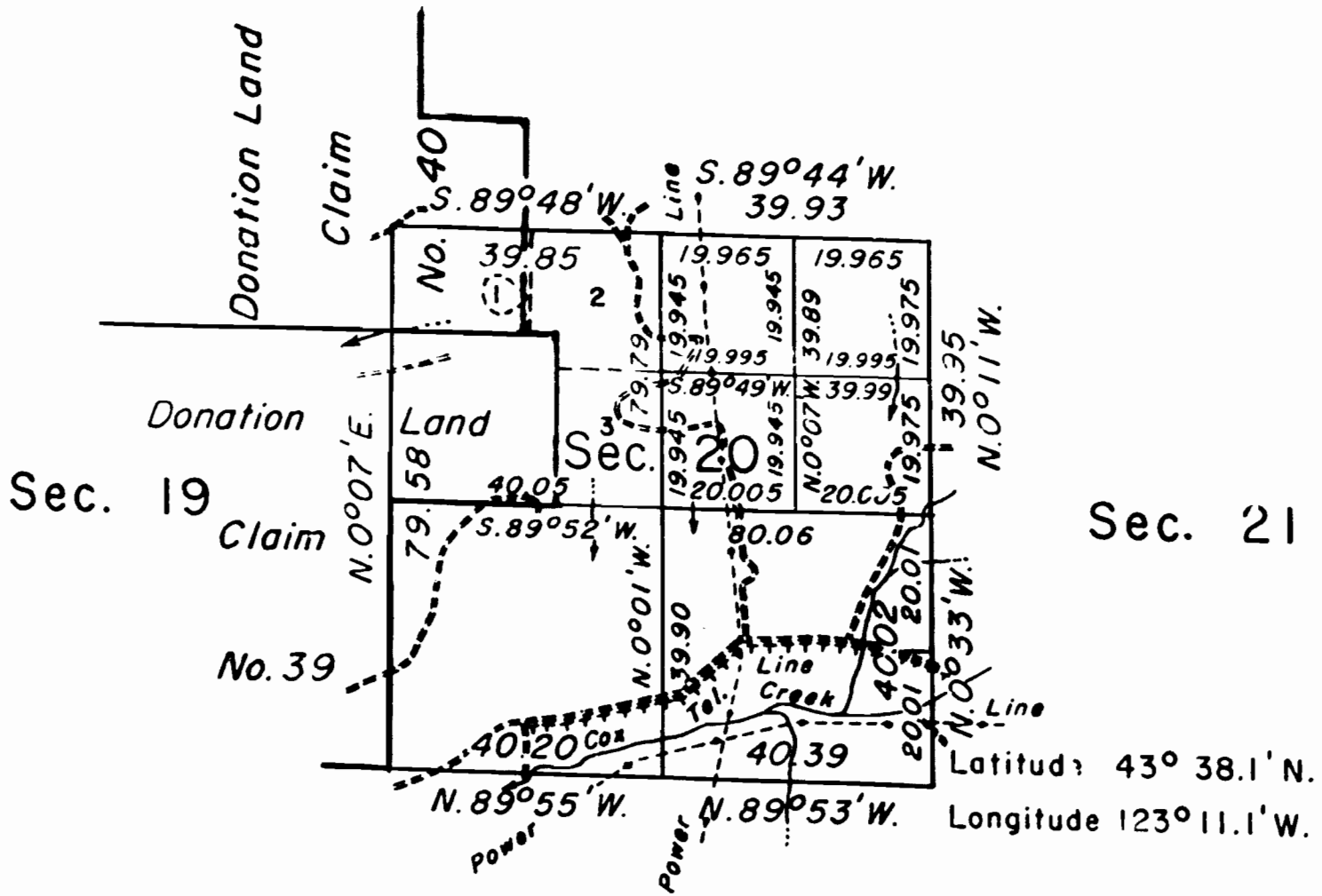
LANE CO
DOUGLAS CO



Sec. 18

Sec. 17

Sec. 16



Sec. 30

Sec. 29

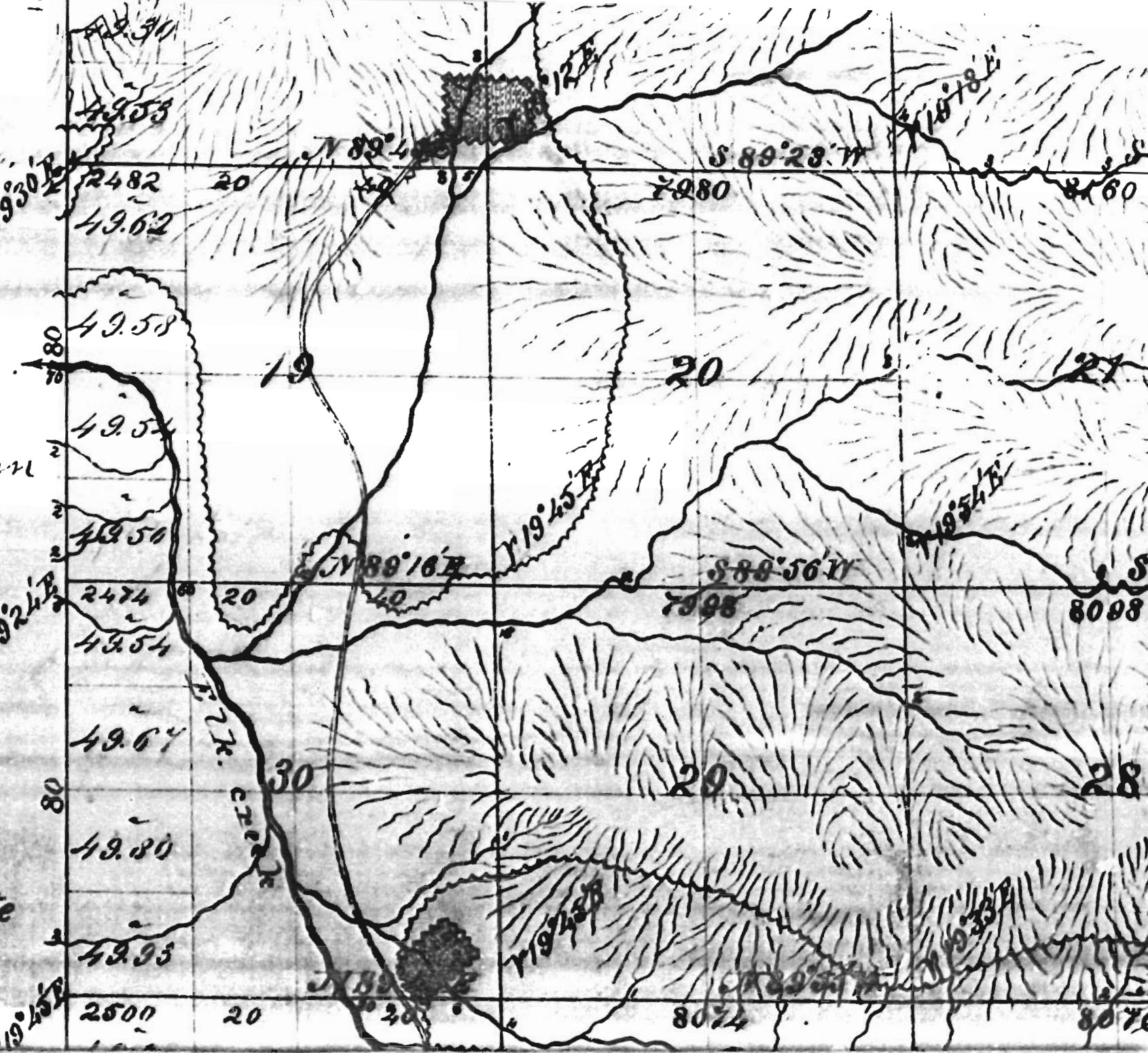
Sec. 28

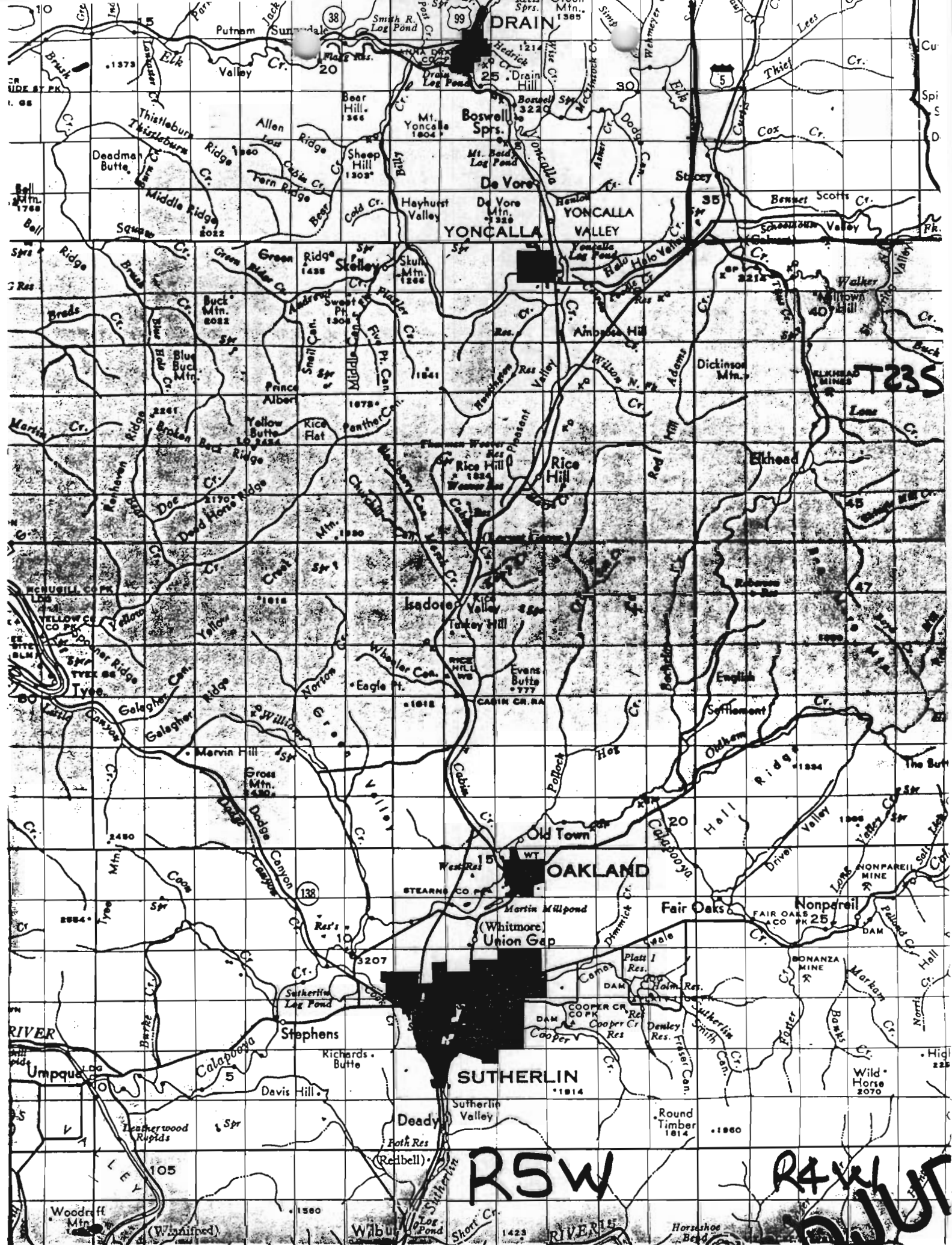
i	<i>Sec. 18.</i>	<i>Sec. 17.</i>	<i>Sec. 16.</i>
<i>K</i>			IN
<i>k</i>	<i>Sec. 19.</i>	<i>Sec. 20.</i>	<i>Sec. 21.</i>
<i>L</i>		AND	
<i>l</i>	<i>Sec. 30.</i>	<i>Sec. 29.</i>	<i>Sec. 28.</i>
	by	<i>Gordon</i>	<i>Gardiner.</i>

E 4 N. Hill, Nev.
original field
this Office
board.

W. C. Tolman
Genl. of C.

mail Township
of the Willamette
formable to the
on file in this
ed. and approved.





RSW

RAW
OUT

March 19, 1992

Opal M. Jordan
c/o Lee Jordan, Attorney
385 Sherman Ave, Suite 1
Palo Alto CA 94306

RE: Surface Water Registration

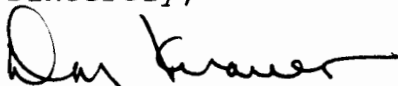
Dear Ms Jordan,

This will acknowledge that your Surface Water Registration Statement in the name of Opal M. Jordan has been received by our office. The fees in the amount of \$ 200.00 have been received and our receipt # 84536 was handed to Larry W. Jebousek when he filed the registration statement today. Your registration statement has been numbered SWR-64.

Our office will review your form and map in the near future. If necessary we will schedule a meeting with you that will include a site inspection. If there are problems with your form we are usually able to take care of them during our visit. We will be able to answer any questions you might have about the adjudication process at that time.

Please feel free to contact this office if you have any questions.

Sincerely,



Don Knauer
Adjudications Section

enc

cc: Larry Jebousek



STATE OF OREGON
WATER RESOURCES DEPARTMENT
 3850 PORTLAND ROAD NE
 SALEM, OR 97310
 378-3739/378-8130 (FAX)

RECEIPT # **84536**

RECEIVED FROM: Opal M. Jordan APPLICATION _____
 BY: _____ PERMIT _____
 TRANSFER _____

CASH CHECK # 90-78 OTHER: (IDENTIFY) _____
 TOTAL REC'D \$ 200.00

01-00-0 WRD MISC CASH ACCT		
842.010	ADJUDICATIONS	\$ <u>200.00</u>
831.087	PUBLICATIONS/MAPS	\$
830.650	PARKING FEES Name/month	\$
_____	OTHER: (IDENTIFY)	\$

02-00-0 FEDERAL FUNDS		
_____	OTHER: (IDENTIFY)	\$

03-00-0 WRD OPERATING ACCT		
MISCELLANEOUS:		
840.001	COPY FEES	\$
880.109	MISC REVENUE: (IDENTIFY)	\$
520.000	OTHER (P-6): (IDENTIFY)	\$
WATER RIGHTS:		
842.001	SURFACE WATER	EXAM FEE \$ 842.002 \$ RECORD FEE
842.003	GROUND WATER	\$ 842.004 \$
842.005	TRANSFER	\$ 842.006 \$
WELL CONSTRUCTION		
842.022	WELL DRILL CONSTRUCTOR	EXAM FEE \$ 842.023 \$ LICENSE FEE
842.016	WELL DRILL OPERATOR	\$ 842.019 \$
	LANDOWNER'S PERMIT	\$ 842.024 \$

06-00-0 WELL CONST START FEE		
842.013	WELL CONST START FEE	\$ _____ CARD # _____
	MONITORING WELLS	\$ _____ CARD # _____

45-00-0 LOTTERY PROCEEDS		
864.000	LOTTERY PROCEEDS	\$

69001 SUSPENSE ACTIVITY		
842.115	POWER LICENSE FEE(FW)	LIC NUMBER _____ \$
842.115	HYDRO LICENSE FEE(FW)	_____ \$
832.009	HYDRO EXAM FEE(GF)	_____ \$

RECEIPT # **84536** DATED: 3/19/92 BY: C. Wolfe
 Distribution—White Copy-Customer, Yellow Copy-Fiscal, Brown Copy-Fiscal