

**STATE OF OREGON  
WATER RESOURCES DEPARTMENT**

3850 PORTLAND ROAD NE

SALEM, OR 97310

378-8455/378-8130 (FAX)

RECEIPT # **95915**

RECEIVED FROM: Janis Refrigeration  
BY: 9 Truck Repair

|             |  |
|-------------|--|
| APPLICATION |  |
| PERMIT      |  |
| TRANSFER    |  |

CASH:  CHECK: #  96-505 OTHER: (IDENTIFY)

TOTAL REC'D \$ 30.00

**01-00-0 WRD MISC CASH ACCT**

|         |                         |                 |
|---------|-------------------------|-----------------|
| 842.010 | ADJUDICATIONS           | \$ <u>30.00</u> |
| 831.087 | PUBLICATIONS/MAPS       | \$              |
| 830.650 | PARKING FEES Name/month | \$              |
|         | OTHER: (IDENTIFY)       | \$              |

**REDUCTION OF EXPENSE**

|            |    |
|------------|----|
| CASH ACCT. | \$ |
| VOUCHER #  |    |

**03-00-0 WRD OPERATING ACCT**

**MISCELLANEOUS:**

|         |                          |    |
|---------|--------------------------|----|
| 840.001 | COPY FEES                | \$ |
| 850.200 | RESEARCH 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 | \$ |
|---------|------------------|----|

**07-00-0 HYDRO ACTIVITY**

|         |                           |            |    |
|---------|---------------------------|------------|----|
| 842.011 | POWER LICENSE FEE(FW/WRD) | LIC NUMBER | \$ |
| 842.115 | HYDRO LICENSE FEE(FW/WRD) |            | \$ |
|         | HYDRO APPLICATION         |            | \$ |

RECEIPT # **95915**

DATED: 1/5/73 BY: C. Engel

**SURFACE WATER REGISTRATION CHECKLIST**

(received after July 18, 1990)

CHECK BASIN MAP DWF NAME Umpqua # 16 UNADJUDICATED AREA ? OK DWF  
RECEIPT # 95915 S W R NUMBER 492  
CHECK ENCLOSURES DWF PRELIMINARY DATA BASE ENTRY DWF  
ACKNOWLEDGEMENT LETTER DWF ENTER ON STREAM INDEX \_\_\_\_\_  
CHECK QUADRANGLE MAP \_\_\_\_\_ CHECK GLO PLATS \_\_\_\_\_  
WATERMASTER CHECKLIST \_\_\_\_\_ PUBLIC NOTICE PUBLICATION SSP

**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

SSP → WATER RIGHT RECORD CHECK \_\_\_\_\_ FIELD INSPECTION \_\_\_\_\_  
FINAL FILE REVIEW \_\_\_\_\_ FINAL DATA BASE ENTRY \_\_\_\_\_  
ENTER ON PLAT CARDS \_\_\_\_\_

July 27, 1994

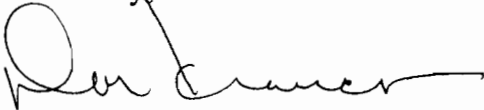
MAURICE E FARR  
1960 SW BURDETTE DR  
ROSEBURG OR 97470

RE: SWR-492

Dear Mr Farr,

This will acknowledge the receipt of the data to support the pre-1909 vested water right claim in the name of GERALD OR JANICE FOSS. I have added the data to the file. Thank you for your attention to this matter. If you have any questions, please give me a call.

Sincerely,



Don Knauer  
Adjudication Specialist

J:\W\S\C\4\SWR-0492.002



---

Commerce Building  
158 12th Street NE  
Salem, OR 97310-0210  
(503) 378-3739  
FAX (503) 378-8130

FARR-46

STATE OF OREGON  
WATER RESOURCES DEPARTMENT  
INTEROFFICE MEMO

May 11, 1994

TO: WATER RIGHT EXAMINERS

FROM: DON KNAUER

SUBJECT: PRE-1909 VESTED WATER RIGHT CLAIM MAPS

Alright you guys, this is a test, DO YOU KNOW WHAT TIME IT IS? The answer is, it's time to get the maps, reports, answers, mylars and all that kind of stuff back to the Water Resources Department. There's talk around the office of putting together a "map-patrol" with a tough leader to travel around and retrieve the required documents.

You may remember, I reviewed maps for compliance with Oregon Revised Statutes and Oregon Administrative Rules submitted to support pre-1909 vested water right claims. For the past few months and up to a year ago I have returned maps, requested mylars, asked for clarification, and asked for reports. Some of these files are getting stale.

It is very important that you give me something, preferably the map, mylar, report, etc. but at minimum you must give me a submittal date. The review of the files cannot be completed without the map, report, etc. It is a deterrent to the claimant, your client, for this issue to go unresolved.

If you need copies of anything in the files, just let me know. I have hand written below the file numbers of those I returned to you. The toll free number is 1-800-624-3199.

j:\wp51\swr\claimant\cwrememo.94

|        |         |
|--------|---------|
| SWR-71 | SWR 310 |
| - 109  | - 366   |
| - 132  | - 378   |
| - 133  | - 451   |
| - 136  | - 492   |
| - 177  | - 559   |
| - 236  | < 1 -   |

December 16, 1993

MAURICE E. FARR  
1960 SW BURDETTE DRIVE  
ROSEBURG OR 97470

RE: File# SWR-492

DEAR MAURICE E. FARR,

The Water Resources Department (WRD) received a little over 500 surface water registration statements in December, 1992. All of the files have been set up and receipts for the fees have been sent. The next step is to insure the maps received in support of the claims are acceptable based on Oregon Revised Statutes (ORS) and Oregon Administrative Rules (OAR).

I am NOT returning the map you prepared for Gerald E. or Janice Foss. You can send the information in a letter or report. You will find the item which requires completion or correction shown below. I have the description followed by the ORS or OAR site and paraphrased statute or rule.

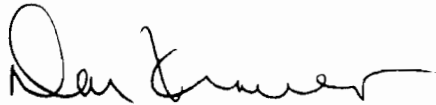
diversion point size

OAR 690-28-025-(4)-(c) "The dimensions and capacity of any existing diversion systems."

You must return the information before the claim can be processed. If you cannot have the information to the WRD within 60 days, please inform me as to when it can be expected. Please mark all correspondence with the file number.

As always, if you have any questions, please give me a call.

Sincerely,



Don Knauer  
Adjudication Specialist

Enclosures

J:\WP51\SWR\CLAIMANT\4\SWR-0492.00M



3850 Portland Rd NE  
Salem, OR 97310  
(503) 378-3739  
FAX (503) 378-8130

April 14, 1993

GERALD E OR JANICE FOSS  
PO BOX 277  
CANYONVILLE OR 97417

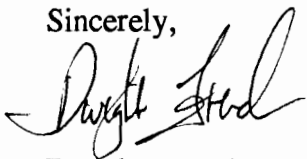
Dear GERALD AND/OR JANICE FOSS,

This will acknowledge that your Surface Water Registration Statement in the name of GERALD E OR JANICE FOSS has been received by our office. The fees in the amount of \$30/00 have been received and our receipt #95915 is enclosed. Your registration statement has been numbered SWR-492.

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,



Dwight French  
Adjudication Section

Enclosure

J:\WP51\SWR\CLAIMANT\SWR-0492.001



3850 Portland Rd NE  
Salem, OR 97310  
(503) 378-3739  
FAX (503) 378-8130

REGISTRATION STATEMENT CLAIM OF BENEFICIAL USE

Sheet 1 of 2

File# SWR-492

**RECEIVED**

**INFORMATION:** Gerald E. or Janice Foss  
PO Box 277  
Canyonville, OR 97417  
Ph (503) 839-4126

**JUL 27 1994**  
WATER RESOURCES DIV.  
SALEM, OREGON

Located NW1/4NE1/4, 1.5 Ac, Section 19, T30S, R5W, WM.

On December 19, 1992, I made a survey of the above listed property and viewed the water system installed and in use. I used an assessor map and an aerial photo during the course of preparing this final proof survey and site map.

**SOURCE:** Water is taken from the South Umpqua River, tributary to the Umpqua River.

**DIVERSION POINT:** The diversion point is a natural depression in the south side of the river.

**PUMP:** Wayne Well Pump, Model SWS 100, 1 hp, Serial No. W884, capacity 10 GPM.

**PIPE:** The water distribution main line is 1 1/4" PVC from the point of diversion to the garden area. The garden is irrigated with hoses attached to standpipes and feeding garden sprinklers.

**USE(S):** Water is used for lawn or non-commercial garden.

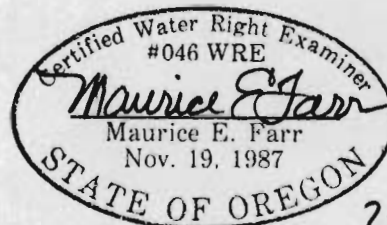
**HEAD:** Elevation difference between the point of diversion and the highest point on the lawn or non-commercial garden was estimated to be forty feet.

|                      |                       |           |          |
|----------------------|-----------------------|-----------|----------|
| <b>CALCULATIONS:</b> | Non-commercial garden |           |          |
|                      | 1.5 ac @ 1/80 cfs/ac  | 0.019 cfs | 8.4 GPM  |
|                      | pump capacity         | 0.022 cfs | 10.0 GPM |

**POINT OF BEGINNING:** Assessor's maps and aerial photos were used to draw the accompanying map.

REMARKS: None.

The final proof survey and inspection of the use as found to be completed under terms and conditions of File# SWR-492 was completed by me on December 19, 1992, and the facts contained in this report and accompanying vested water right map are correct to the best of my knowledge.



**EXPIRES 12-31-95**

I, Gerald E. Foss, agree to the findings of the CWRE and do submit this site report and map as my Registration Statement Claim of Beneficial Use of the water provided under the terms and conditions of my File# SWR-492.

Gerald E. Foss  
Gerald E. Foss



# Abstract of Permit No. 17450 ✓

Application No. **22157**

Certificate No. **20898**

Name **L. H. Taylor**  
 Address **Myrtle Creek, Oregon**  
 Source of water supply **South Umpqua River**  
 Use **Irrigation**  
 Point of diversion **NW 1/4 NE 1/4 (Lot 2) of Sec. 19, T. 30 S., R. 5 W., W.M., in the county of Douglas. R.M. 45.60**  
 Number of acres **1.5**

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WATER RESOURCES DEPT.  
SALEM, OREGON

**1.5**

### DESCRIPTION OF LAND TO BE IRRIGATED OR PLACE OF USE

| Twp.       | Range     | Sec.      | NE 1/4  |              |        |        | NW 1/4 |        |        |        | SW 1/4 |        |        |        | SE 1/4 |        |        |        |
|------------|-----------|-----------|---|--------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
|            |           |           | NE 1/4  | NW 1/4       | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 | NE 1/4 | NW 1/4 | SW 1/4 | SE 1/4 |
| <b>30S</b> | <b>5W</b> | <b>19</b> |   | <b>Lot 2</b> |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|            |           |           |   | <b>1.5</b>   |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|            |           |           | That part of Lot 2 lying S. of the South Umpqua River Sec. 19, T. 30 S., R. 5 W., W.M., |              |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|            |           |           |   |              |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|            |           |           |   |              |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|            |           |           |   |              |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|            |           |           |   |              |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|            |           |           |   |              |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|            |           |           |   |              |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|            |           |           |   |              |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
|            |           |           |   |              |        |        |        |        |        |        |        |        |        |        |        |        |        |        |

Priority date **December 27, 1946 ✓**  
 Amount of water **0.019 c.f.s. measured at the point of diversion**  
 Time limit to begin construction **April 15, 1948**  
 Time limit to complete construction **10/1/49** extended to \_\_\_\_\_ extended to \_\_\_\_\_  
 Time limit to completely apply water **10/1/50** extended to \_\_\_\_\_ extended to \_\_\_\_\_

Remarks: **This appropriation shall be limited to 1/80th of one cubic foot per second or its equivalent for each acre irrigated and shall be further limited to a diversion of not to exceed 2 1/2 acre feet per acre for each acre irrigated during the irrigation season of each year, and shall be subject to such reasonable rotation system as may be ordered by the the proper state officer.**

South Umpqua River Basin Vol. 2 16

Statement of ~~Prior~~ Ownership

I GERALD FOSS hereby state that from 1981  
to PRESENT legally owned the property located in Township  
30 South, Range 5 West, Section 19, and known as tax lot 300.

While owning the above mentioned property, water was used from  
the South Umpqua river, primarily during the summer, on an annual  
basis, and any gaps in that water usage never exceeded 5 or more  
years in duration.

Signed

Gerald E Foss

Date

12-26-92

RECEIVED

JAN 04 1993

WATER RESOURCES DEPT.  
SALEM, OREGON

Statement of Witnessed Property  
Ownership and Water Usage  
~~RENTAL~~

I Fred Deaton hereby state that to the best of my knowledge ED MORRISON owned the property located in Township 30 South, Range 5 West, Section 19, and known as tax lot 300 from 1950 to 1969.

While owning the above mentioned property the before stated individual used water from the South Umpqua river, primarily during the summer, on an annual basis, and any gaps in that water usage never exceeded 5 or more years in duration.

Note: This statement is solely from the signed individuals best remembrance of property ownership and water usage.

Signed

Fred Deaton

Date

12-26-92

**RECEIVED**

JAN 04 1993

WATER RESOURCES DEPT.  
SALEM, OREGON

Statement of Prior Ownership

I Dale F. Caput hereby state that from 1973  
to 1981 legally owned the property located in Township  
30 South, Range 5 West, Section 19, and known as tax lot 300.

While owning the above mentioned property, water was used from  
the South Umpqua river, primarily during the summer, on an annual  
basis, and any gaps in that water usage never exceeded 5 or more  
years in duration.

Signed Dale F. Caput  
Date 12-26-92

**RECEIVED**

JAN 04 1993

WATER RESOURCES DEPT.  
SALEM, OREGON



# ABSTRACT OF TITLE

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

The West half of Donation Land Claim No 43 of John Yokum and Melinda Yokum, in Township Thirty South, Range Five West of the Willamette Meridian, containing 160 acres, more or less, described as follows: Beginning at a point 20 chains North from quarter section post on the line between Sections 19 and 20, in Township 30 South of Range 5 West of the Willamette Meridian, running thence West 40 chains and 42 links, thence South 40 chains, thence East 40 chains and 42 links, thence North 40 chains to place of beginning.

Also Lot Two of Section Nineteen, Township Thirty, South of Range Five West of the Willamette Meridian.

Excepting description described in deed from C V Weaver and wife to Chester Goff Ehle volume 91 deeds, page 105 as shown on pages 57 and 58 of this Abstract.

**RECEIVED**

JAN 04 1933

WATER RESOURCES DEPT.  
SALEM, OREGON

RECEIVED

JAN 04 1993

WATER RESOURCES DEPT.  
SALEM, OREGON

# The Douglas Abstract Company

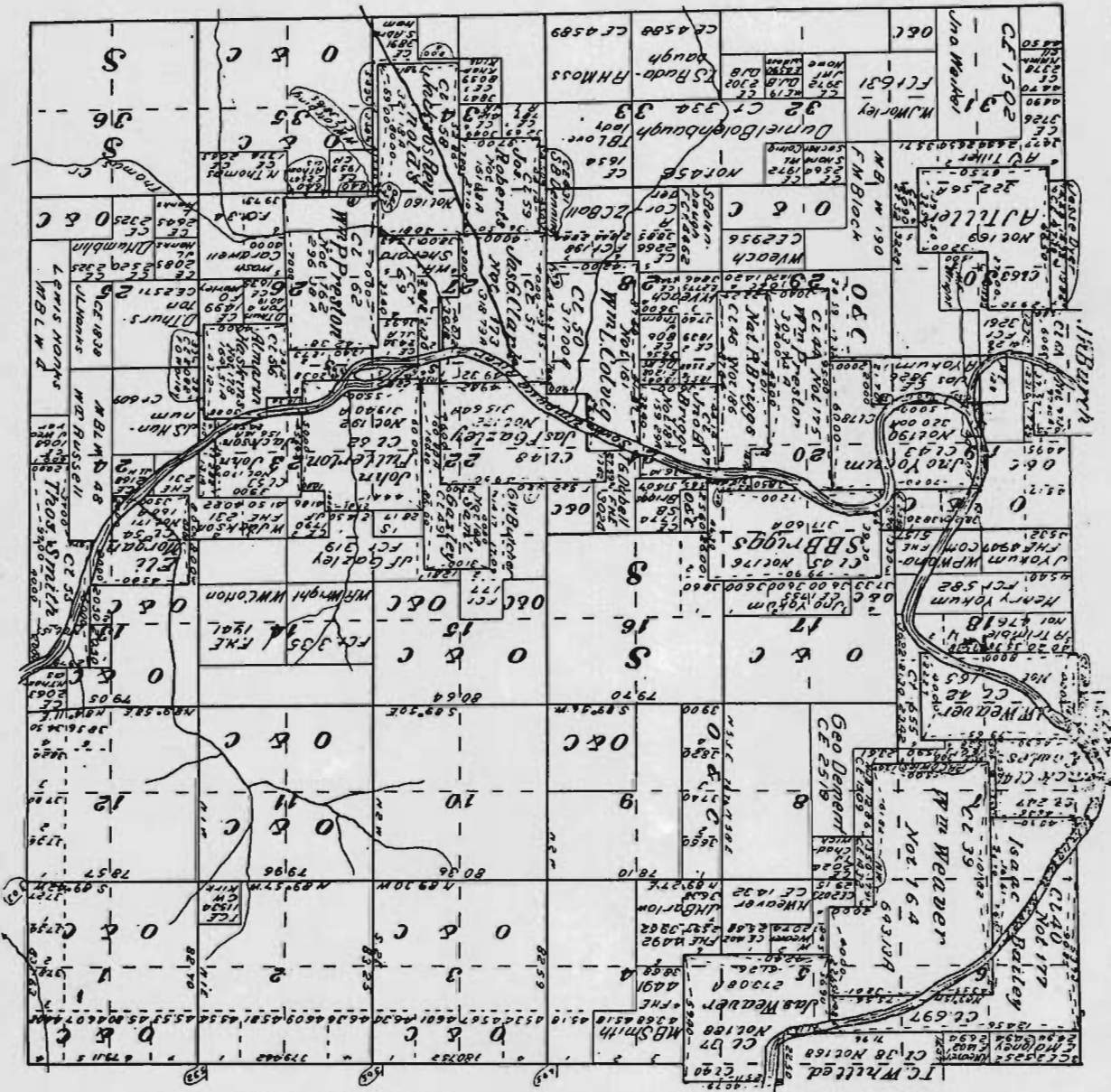
## Timber Lands Bought and Sold

Abstracts of Title Furnished      Reliable Cruises Furnished      Estimates Guaranteed

Land Office Practice a Specialty

Roseburg, Oregon

Township 30. 30 South, Range 30. 5 West, of the Willamette Meridian.



RECEIVED

JAN 04 1993

WATER RESOURCES DEPT.  
SALEM, OREGON

|                           |   |                            |
|---------------------------|---|----------------------------|
| United States of America, | ) | United States Patent.      |
|                           | ) | Dated July 26, 1866        |
| Grantor                   | ) | Recorded Oct. 14, 1884     |
|                           | ) | Vol. 15 of Deeds, Page 559 |
| to                        | ) | Seal of the G L O Affixed  |
|                           | ) | Certificate No. 787        |
| John Yocum and Melinda    | ) |                            |
| Yocum, his wife,          | ) |                            |
|                           | ) |                            |
| Grantee ,                 | ) |                            |

Issued by authority of the Act of Congress  
of September 27, 1850, and the Acts supplementary  
thereto.

Executed by the President, Andrew Johnson  
By the Secretary, Edw D Neille  
By I N Granger, Recorder of the General Land Office.

Recorded Vol 4, Page 375.

Description.

The claim of John Yocum and his wife, Melinda Yocum, of Douglas County Oregon, notification No 190, has been established to a donation of one-half Section or three hundred and twenty acres of land, and that the same has been surveyed and designated as claim number forty-three being parts of Sections nineteen and twenty in Township thirty South of Range five West, according to the official plat of survey returned to the General Land Office by the Surveyor General, being bounded and described as follows, towit: Beginning at a point twenty chains North and twenty-nine chains and fifty-eight links East from the quarter Section post on the line between said Sections

FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON

3

APR 24 1903  
RECORDED  
INDEXED

nineteen and twenty and running thence West seventy chains, thence South forty chains, thence East fifty chains, thence South twenty chains, thence East twenty chains, and thence North sixty chains to the place of beginning, in the district of lands subject to sale at Roseburg, Oregon, containing three hundred and twenty acres.

Do give and grant unto the said John Yocum and to his heirs the East half and unto his wife, the said Melinda Yocum, and to her heirs, the West half of the tract of land above described.



John Yokum (sgs. by mark)  
Melinda Yokum, his wife (sgs. by mark)

Mortgagor

To

George Weaver,

Mortgagee

Recorder's No. 541001, OR 600  
Character of Instrument, Mortgage  
Dated March 3, 1886  
Recorded March 8, 1886  
In Book 7 of Mortgages, page 419  
Consideration \$500.00  
Signatures are Sealed  
Witnessed by Two

Acknowledged on March 3, 1886, before H Dyer, N P for Ore. (Seal)

Granting words, Grant, bargain, sell and convey.

Description and Remarks:

The following described premises towit:

Commencing at a point twenty chains North from the quarter section post on the line between sections nineteen (19) and twenty (20) in Township thirty (30) South of Range five (5) West, running thence west forty (40) chains and forty two (42) links thence South forty (40) chains, thence East forty chains and forty two (42) links, thence North forty (40) chains to the place of beginning, being the West half of the donation claim of said John and Melinda Yokum, in Douglas County, State of Oregon.

This conveyance is intended as a mortgage to secure the payment of the sum of five hundred (500.00) dollars in accordance with the tenor and of a certain instrument of writing.

Marginal Notation.

Received satisfaction in full of the within mortgage May 1, 1889.

Geo Weaver

Witness G A Taylor, Co. Clerk

By F W Benson, Deputy.

FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON

JAN 24 1888

CLERK OF DISTRICT COURT  
SALMON, OREGON

Melinda Yokum (widow) (Sgs. by mark)

Grantor

To

Edwin Weaver

Grantee

Recorder's No.  
 Character of Instrument,  
 Warranty Deed.  
 Dated Feb. 13, 1888  
 Recorded Feb. 15, 1888  
 In Book 19 of Deeds, page 472  
 Consideration \$850.00  
 Signatures are Sealed  
 Witnessed by Two

Acknowledged on Feb. 13, 1888, before H Dyer, N P for Oregon (Seal)

Granting words, Bargain, sell and convey

Covenant, General warranty

Description and Remarks.

The following described premises, towit:

The West half of the Donation Land Claim No. 43, Notification No. 190 of John and Melinda Yokum, situated in sections 10 and 20 in T 30 S of R 5 West, in Douglas County Oregon. The tract hereby conveyed containing 160 acres, and being that portion of said Donation Land Claim set apart to me by U S Patent of date July 26, 1866.

JAN 4 1933

LAND RECORDS DEPT.  
ROSEBURG, OREGON

Edwin Weaver and Margaret Ann  
Weaver, his wife

Mortgagor

To

Saml Marks and H Wollenberg

Mortgagee

Recorder's No.

Character of Instrument, Mortgage

Dated June 14, 1890

Recorded June 17, 1890

In Book 10 of Mortgages, page 410

Consideration \$14,355.00

Signatures are Sealed

Witnessed by Two

Acknowledged on June 16, 1890, before H Dyer, N P for Ore. (Seal)

Granting words, Grant, bargain, sell and convey.

Description and Remarks:

The following described premises, towit:

(AMONG OTHER LANDS) ...Also the west half of the Donation Land claim No. 43, notification 190 of John and Malinda Yokum, situate in sections 19 and 20 in Township 30 South of Range 5 West Will Mer containing 160 acres. ...

This conveyance is intended as a mortgage to secure the payment of the sum of Fourteen thousand three hundred and fifty five dollars in accordance with the tenor of a certain promissory note dated June 14, 1890, ...

Marginal Notation

Paid on within Jan. 1, 1892, \$1285.67  
" " " 1, 1893 1092.65

For assignment see Vol 19 of mortgages page 316

J F Gazley, Co. Clerk.

For value received, I hereby acknowledge full and

FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON

7

complete satisfaction of this Mortgage and discharge the same  
from record this 19th day of August 1925.

H. Wollenberg.

Attest: Ira B. Riddle, Co. Clerk

By H W Burr, Deputy.

FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON

8

S Marks and H Wollenberg ) Agreement  
                                  ) Recorded June 17, 1890  
                                  ) Vol 10 Mtgs. Page 414  
                                  ) Signatures are sealed.  
Edwin Weaver )

Description.

KNOW ALL MEN BY THESE PRESENTS: That we, Saml Marks and H Wollenberg, of Douglas County Oregon, for a full and val uable consideration hereby agree to and with Edwin Weaver, of same County and State that in case he the said Weaver, should desire to sell any of the lands that are embraced in the mortgage given by said Edwin Weaver, and wife to us to secure the payment of \$14,355.00 for a price mutually satisfactory which is to be applied as a credit on said mortgage, and note therein mentioned we and our heirs administrators and assigns, shall release from the lien and operation of said mortgage the lands sold. In Witness whereof, we have hereunto set our hands and seals this 14th day of June A D 1890

S Marks, (Seal)

H Wollenberg (Seal)

Edwin Weaver and Margaret Ann  
Weaver, his wife (Sgs. Margaret A.  
Weaver)

Mortgagor

To

Asher Marks, administrator of the  
estate of S Marks, and of S Marks  
& Co., and by H Wollenberg,

Mortgagee

Recorder's No.

Character of Instrument, Mortgage

Dated June 6, 1895

Recorded July 7, 1895

In Book 15 of Mortgages, page 548

Consideration \$3895.80

Signatures are Sealed

Witnessed by Two

Acknowledged on June 6, 1895 , before H Dyer, N P for Ore. (Seal

Granting words, Grant, bargain, sell and convey.

Description and Remarks:

The following described premises, towit: (AMONG  
OTHER LANDS) Also the West half of the Donation land claim No 43,  
Notification 190 of John and Malvina Yokum situate in sections  
19 and 20, in Township 30 South of Range 5 West Will Mer.,  
containing 160 acres. ...

Marginal Notation

For assignment see vol 19 of mortgages page 316.

For value received, I hereby acknowledge full and  
complete satisfaction of this mortgage and discharge the same from  
record this 19th day of August 1925.

H Wollenberg

Attest: Ira B Riddle, Co. Clerk

By H W Burr, Deputy.

Asher Marks

Mortgagor

To

Hyman Wollenberg

Mortgagee

Recorder's No.

Character of Instrument,  
Assignment

Dated Dec. 21, 1897

Recorded Feb. 5, 1900

In Book 19 of Mortgages, page 316

Consideration ...

Signatures are Sealed

Witnessed by Two

Acknowledged on Nov. 28, 1898 , before F W Benson, N P for Oregon  
(Seal)

Granting words, ....

Description and Remarks:

KNOW ALL MEN BY THESE PRESENTS: That I, Asher Marks, Admr. of the Estate of S Marks, Decd and of S Marks & Co., for and in consideration of ten thousand three hundred & twenty six dollars & 78 cents, do hereby sell, transfer, assign, and make over unto Hyman Wollenberg, the whole and entire interest that the said S Marks Decd and S Marks & Co., had or may have had in those two certain mortgages and notes of dated June 14th, 1890, and June 3rd, 1895 respectively, given by Edwin Weaver and Margaret A. Weaver, to S Marks & H Wollenberg, and to Estate of S Marks & Co., and H Wollenberg, the said notes being the \$14355.00 and for \$3895.80 and said mortgages being recorded in Books of Mortgages Vol 10 pages 410, 411, 412 & 413 and Vol 15 pages 548 to 553, and recorded June 17, 1890 & June 7, 1895, respectively, Witness my hand and seal this 21st day of Dec 1897

Asher Marks, Administrator (Seal)

Edwin Weaver and Margaret A. Weaver,  
his wife

Grantor

To  
Douglas County, Oregon

Grantee

Recorder's No. 44940  
Character of Instrument,  
Quit claim Deed  
Dated Jan. 31, 1921  
Recorded Feb. 5, 1921  
In Book 81 of Deeds, page 610  
Consideration \$860.00  
Signatures are Sealed  
Witnessed by Two  
(\$1.00 Rev.)

Acknowledged on Jan. 31, 1921, before Chas. W. Rice, N P for Ore.  
(Seal) My Com Ex Dec 17, 1923  
Granting words, Bargain, sell and forever quit claim

Covenant, .....

Description and Remarks.

The following described premises, towit: (AMONG OTHER LANDS) A strip of land 60 feet wide, being 30 feet on either side of the center line of said road, as surveyed over and across the East half of section 19 Township 30 South Range 5 West, W.M. Beginning at Station 174-45 of the Pacific Highway Survey which station is approximately 410 feet South of the Quarter corner which is common to sections 19 & 20, Township 30 South Range 5 West W M; thence running in a northwesterly direction approximately 2532 feet to station 199-77 of said survey which station is approximately 1135 feet South and 1405 feet West of the Section corner which common to Sections 18, 17, 19 & 20, Township 30 South Range 5 West W.M. Excepting that portion already dedicated by public use as a county road. New right of way required being approximately 2.80 acres.

In addition to the above consideration for executing



this deed, it is understood that Douglas County, Oregon shall construct without expense to the above named grantors, a suitable cattle pass of the dimentions of 8' x 8' of concrete construction to be located at such point as may be agreed upon by the above named grantors and the Highway Engineer in charge of said construction.

Edwin Weaver and Margaret A. Weaver,  
husband and wife

Grantor

To

C V Weaver, our son

Grantee

Recorder's No. 50303

Character of Instrument,  
Warranty Deed

Dated Aug 12, 1922

Recorded Aug 14, 1922

In Book 83 of Deeds, page 594

Consideration \$10.00

Signatures are Sealed

Witnessed by Two

(50¢ Rev.)

Acknowledged on August 12, 1922, before Chas. W Rice, N P for  
Oregon (Seal) My Com. Ex. Dec. 17, 1923.  
Granting words, Bargain, sell and convey

Covenant, General warranty.

Description and Remarks.

The following described real property to wit:  
Beginning at a point 20 chains north from the quarter section  
post on the line between sections 19 and 20 in township 30  
south range 5 West, of Willamette Meridian, and running thence  
west 40 chains and 42 links thence south 40 chains, thence east  
40 chains and 42 links, and thence north 40 chains to the  
place of beginning, being the west half of Donation Land Claim  
numbered 43 of John and Melinda Yokum in township 30 south  
range 5 west, in Douglas County, Oregon, containing 160 acres,  
more or less.

|                           |   |                            |
|---------------------------|---|----------------------------|
| United States of America, | ) | Patent                     |
|                           | ) | Dated November 16, 1897    |
| Grantor                   | ) | Recorded December 27, 1897 |
|                           | ) | Book 36 of Deeds, Page 408 |
| to                        | ) | Seal of the G L O affixed  |
|                           | ) | Patent No. 93              |
| The Oregon and California | ) |                            |
| Railroad Company,         | ) |                            |
|                           | ) |                            |
| Grantee                   | ) |                            |

Issued by Authority of the Act of Congress of July 25, 1866, and all acts supplemental thereto.

By the President, William McKinley  
 By F. M. McKean, Secretary  
 By C. H. Brush, Recorder of the General Land Office.

Vol. 24 page 154-8

Description.

Lands in Douglas County, Oregon

South of base line and West of Willamette

Meridian, State of Oregon.

(AMONG OTHER LANDS)

Township Thirty Range five

The lots numbered one two five and six and the North West quarter of section nineteen containing two hundred and seventy six acres and twelve hundredths of an acre.

|                                |                              |
|--------------------------------|------------------------------|
| Oregon and California R R Co., | ) Railroad Deed              |
| et al                          | )                            |
|                                | ) Recorded June 25, 1908     |
| to                             | ) Book 59 of Deeds, page 306 |
|                                | )                            |
|                                | ) Witnessed by four.         |
| Addie M. Barlow                | )                            |

Acknowledged on November 1, 1907 before W R Litzenberg, N P  
for Ore.(Seal) App. J P O'Brien, W W Cotton

Acknowledged on April 22, 1908 before Peter Palmer Com of Ore.  
in N.Y.(Seal) App. J V B Thayer, H M Popham

Description

Deed No 170 E Issued for contract No 5522.

This deed made on September 11th, 1907 by  
Oregon and California Railroad Company a corporation duly  
incorporated and existing under the laws of the State of Oregon  
first party and the Union Trust Company of New York a corporation  
duly incorporated and existing under the laws of the State of  
New York, second party unto Addie M. Barlow of Douglas County,  
Oregon, third party,

Witnesseth: That in consideration of ...dollars  
paid to first party and Ninety five and 50/100 (95.50) dollars  
paid to second party under direction of first party (as provided  
in the trust deed by first party to second party, dated July 1,  
1887) first party hereby grants and conveys and second party  
hereby releases and confirms unto third party her heirs and

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THE DOUGLAS DEPT.  
ROSEBURG, OREGON

assigns all right, title and interest it (first party) now has or holds or may hereafter obtain or acquire from the United States in or to the following described lands situated in the County of Douglas State of Oregon, to-wit:

Lot two (2) of Section Nineteen (19) Township thirty (30) South range five (5) West, Willamette Meridian containing thirty eight and 20/100 (38.20) acres according to the United States Public surveys, together with all rights, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the said premises with the appurtenances unto third party her heirs and assigns forever freed and discharged from the lien powers and trusts of the said Trust Deed given by first party to second party on July 1, 1887, as aforesaid.

In Witness Whereof, first party has caused its name and corporate seal to be hereunto subscribed and affixed by its Vice President and Secretary and second party has caused its name and corporate seal to be subscribed and affixed by its Vice president and assistant Secretary on the date herein first above written.

(Seal)

Oregon and California Railroad Company  
By J P O'Brien, its Vice President  
By W W Cotton, its Secretary

Union Trust Company of New York  
By J V B Thayer, its Vice President  
By H M Popham, its assistant Secretary.

(Seal)

Addie M. Barlow (fails to state whether married or single)

Grantor

To

J H Barlow

Grantee

Recorder's No.

Character of Instrument,

Warranty Deed

Dated June 13, 1908

Recorded June 25, 1908

In Book 59 of Deeds, page 307

Consideration \$100.00

Signatures are Sealed

Witnessed by two

Acknowledged on June 13, 1908, before John W Robinson, N P for Ore. (Seal)

Granting words, Grant, bargain, sell and convey.

Covenant, General warranty.

Description and Remarks.

All the following bounded and described real property situated in the County of Douglas and State of Oregon, to-wit:

Lot two (2) of section nineteen (19) Township thirty (30) South range five (5) West of Willamette meridian, containing thirty eight and 20/100 (38.20) acres according to the United States Surveys.

Including dower and claim of dower.

J H Barlow and A M Barlow, his wife

Grantor

To

Oregon Boom & Timber Co.

Grantee

Recorder's No.

Character of Instrument,  
Right of Way Deed

Dated July 30, 1902

Recorded Aug. 7, 1902

In Book 45 of Deeds, page 302

Consideration \$1.00

Signatures are Sealed

Witnessed by Two

Acknowledged on July 30, 1902, before Chas.T.Curry, N P for Ore.  
(Seal)

Granting words, Grant, sell and convey

Covenant,

Description and Remarks.

Know all men by these presents that J H Barlow and A M Barlow, his wife, of the County of Douglas, in the State of Oregon, for and in consideration of the sum of one dollar (1.00) to them paid by the Oregon Boom & Timber Company of Roseburg, Oregon, the receipt whereof is hereby acknowledged, doth hereby grant, sell and convey unto the said Oregon Boom & Timber Company, its successors and assigns forever, the right to use the South Umpqua River in Douglas County, Oregon, for a highway for the floating, transportation and booming of logs, timber, lumber and wood where said river flows across or adjacent to the following described premises, to-wit:

The Northwest quarter of the Northeast quarter of Section 19, Township 30 South Range 5 West, all lying and being in Douglas County, Oregon, lying east and west of the South Umpqua River.

FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON



Together with the right to construct, erect and maintain in said river such dams, booms and other structures as may be necessary to render and maintain the same fit and suitable for the purposes above mentioned and the right to attach the same to the river banks on said premises and the right to improve the said river by widening deeping and straightening the channel thereof and removing all obstructions therefrom. Also the right to pass along the bank of said stream over the above described premises for the purpose of doing the work mentioned and keeping the same in repair, and properly superintending and managing the use of such highway for the purpose intended, said right of way to extend from the center of the channel of said stream to one foot above highwater mark on both banks thereof. Reserving to the grantor herein, his heirs and assigns the free and unlimited supply of the water in said stream for his use with the right of egress and ingress to and across said stream at all points on the hereinbefore described premises, except where the same may be obstructed by the construction of dams, booms or other structures. Provided, however, that if the said Oregon Boom & Timber Company, its successors and assigns, shall fail to commence improvement work on said river between Roseburg and Deadman Creek within 90 days from the date hereof, and fail to prosecute such work with reasonable diligence thereafter until said river shall be put in condition for floating and transporting logs, lumber, wood

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WATER RESOURCES DEPT.  
SALEM, OREGON

and timber thereon, and opened to the public, then this instrument shall be void and the rights granted herein shall revert back to the grantor, his heirs and assigns. To have and to hold the same with all the privileges and appurtenances thereto belonging by the said Oregon Boom and Timber Company, its successors and assigns forever, subject only to the limitation above mentioned for the purpose of constructing and maintaining a highway for the floating, transportation and booming of logs, lumber, timber and wood and all legitimate purposes connected therewith. In witness whereof we have hereunto set our hands and seals this 30th day of July, 1902

FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON

22

Proclamation dissolving Corpora- ) #35938.  
tion }  
The Oregon Boom & Timber Company, } Filed June 17, 1918.  
Vol 2 Art of Inc. Page 110.

UNITED STATES OF AMERICA,

STATE OF OREGON

Corporation Department.

I, H. J. Schulderman, Corporation Commissioner and Custodian of the Seal of the Corporation Department of the State of Oregon, do hereby certify;

That I have carefully compared the annexed copy of the proclamation of the Governor of the State of Oregon dissolving, among other other corporations, The Oregon Boom and Timber Company, and repealing and revoking its articles of incorporation, with the original proclamation of the Governor of the State of Oregon issued January 20, 1906, together with the endorsements thereon, and that the same is a full, true and complete transcript therefrom and of the whole thereof, in so far as it relates to the dissolution of The Oregon Boom and Timber Company and noother

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed hereto the seal of the corporation Department of the State of Oregon.

Done at the Capitol at Salem, Oregon, this 30th day of April A D 1918.

( Seal)

H J Schulderman, Corporation Commissioner.  
FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON

23

PROCLAMATION.

WHEREAS, the Secretary of State of the State of Oregon, as required by Chapter 172, Laws of Oregon 1905, did on the 30th day of December, 1905, report to me as the Governor of the State of Oregon, a list of all corporations which for two years or more next preceding the said 30th day of December, 1905, have failed, neglected or refused to furnish to him, the said Secretary of State, any statement required to be furnished under any law of the state, or to pay to the State Treasurer any license fee required to be paid under any law of the State; and

WHEREAS, said report of the Secretary of State so made as aforesaid contains the names of the following corporations which for two years or more next preceding the date of said report have failed, neglected or refused to furnish any such statement or to pay any such license fee to wit:

8077                    OREGON BOOM & TIMBER COMPANY, THE

Now, therefore, I Geo E Chamberlain, as Governor of the State of Oregon, by virtue of the authority conferred upon me by Chapter 172 of the Laws of Oregon 1905, and under and pursuant to the terms and provisions thereof, do hereby declare each and all of the foregoing and above named corporations dissolved and their articles of incorporation revoked and repealed, and all powers conferred by law upon such corporations are hereby declared inoperative and void.

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SALEM, OREGON

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of State to be hereunto affixed at the City of Salem, this twentieth day of January, in the year of our Lord one thousand nine hundred and six.

Geo E Chamberlain,  
Governor..

By the Governor;

F I Dunbar, Secretary of State.

( State Seal)

Endorsed:

File No 2325; Proclamation: of the Governor of the State of Oregon dissolving certain delinquent domestic corporation, pursuant to Chapter 172 Laws of 1905. Dated January 20, 1906. Filed January 20, 1906; F I Dunbar, Secretary of State.

J H Barlow, an unmarried man,

Mortgagor

To

A S Kouns,

Mortgagee

Recorder's No. 25717.

Character of Instrument,  
Mortgage.

Dated January 25, 1915.

Recorded January 27, 1915.

In Book 31 of Mortgages, page 628

Consideration \$250.00

Signatures are sealed.

Witnessed by two.  
(6 cents Rev)

Acknowledged on Jan 25, 1915, before Chas W Rice, N P for Ore.  
(Seal) My Com Ex....

Granting words, Bargain, sell and convey.

Description and Remarks:

The following described premises, towit: Lot two (2) of Section Nineteen (19) Township thirty (30) South Range five (5) West of Willamette Meridian, containing thirty eight and 20/100 (38.20) acres, according to the United States Survey.

This conveyance is intended as a mortgage to secure the payment of the sum of Two Hundred fifty and no/100 Dollars, in accordance with the tenor of a certain instrument of writing dated Myrtle Creek, Oregon, January 25, 1915, due On or before two years after date, without grace, with interest at the rate of 10 per cent per annum from date until paid, for value received. Interest to be paid annually.

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

|               |   |                       |
|---------------|---|-----------------------|
| A. S. Kouns,  | ) | No. 2450              |
|               | ) |                       |
| Plaintiff     | ) | Complaint             |
|               | ) |                       |
| vs.           | ) | Filed April 11, 1917. |
|               | ) |                       |
| J. H. Barlow, | ) |                       |
|               | ) |                       |
| Defendant     | ) |                       |

Plaintiff for his cause of suit against the defendant above named complains and alleges the following facts:

That at Myrtle Creek, Douglas County, Oregon, on the 25th day of January, 1915, the defendant J. H. Barlow, for a valuable consideration to him in hand paid by the plaintiff A. S. Kouns, duly made, executed and delivered to plaintiff his certain promissory note in writing, in words and figures as follows, to-wit:

\$250.00 Myrtle Creek, Oregon, January 25, 1915.

On or before two years after date, without grace, I promise to pay to the order of A. S. Kouns, at Myrtle Creek, Oregon, Two Hundred and Fifty and no/100 Dollars in Gold Coin of the United States of America, of the present standard value, with interest thereon in like Gold Coin at the rate of ten per cent per annum from date until paid, for value received.

FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON

27

Interest to be paid annually, and if not so paid, the whole sum of both principal and interest to become immediately due and collectible, at the option of the holder of this note. and in case suit or action is instituted to collect this note, or any portion thereof, I promise and agree to pay, in addition to the costs and disbursements provided by statute, such additional sum, in like Gold Coin, as the Court may adjudge reasonable for Attorney's fees in said suit or action.

(Signed) J. H. Barlow.

six cents Revenue Stamp on note cancelled.

That in order to secure the payment of said promissory note, principal and interest, also a reasonable attorney's fee, in case of suit or action to collect said note or any portion thereof, the defendant, J. H. Barlow, did on the 25th day of January, 1915, duly make, execute and deliver to plaintiff his certain mortgage deed wherein and whereby he duly bargained, granted, sold and conveyed to A. S. Kouns, this plaintiff, the following described real estate and premises, to-wit:

Lot Two (2) of Section Nineteen (19) in Township Thirty (30), South of Range Five (5) West of the Willamette Meridian, in Douglas County, Oregon, and containing Thirty Eight and 20/100 (38.20) acres, according to the United States Survey, together with the tenements, hereditaments and apputenances thereunto belonging or in any wise appertaining.

FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON

25



That said mortgage deed given and executed as aforesaid by the defendant to the plaintiff, contained the condition that the said mortgage was intended to secure the payment of the sum of Two Hundred and Fifty Dollars, with interest thereon at the rate of ten per cent per annum, and attorney's fees, in case of suit or action, that if said promissory note principal and interest should be well and truly paid according to the terms and conditions thereof, therein expressed, in said note and mortgage, then said conveyances, namely the said mortgage should be void and of no effect, but in case default should be made in the payment of principal or interest, as provided in said promissory note, then said plaintiff the said A. S. Kouns, or his assigns, might proceed to foreclose said mortgage in the manner provided by law, and the said A. S. Kouns and his legal representatives may sell the said premises above described, with all and every of the appurtenances, or any part thereof in the manner provided by law, and out of the money arising from such sale, retain the said principal and interest, together with the costs and charges for making such sale, and a reasonable attorney's fees, and the over plus, if any there be, pay over to the said J. H. Barlow, his heirs or assigns.

That said mortgage deed was duly signed, executed and acknowledged in the manner provided by law on the 25th day of January, 1915, so as to entitle said mortgage to be filed and recorded,

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SALEM, OREGON

that thereafter on the 27th day of January, 1915, said mortgage was duly filed and recorded in the Office of the County Clerk of Douglas County, Oregon, and being recorded in Book (Volume) 31, at page 628 thereof of Mortgage records of said Douglas County, Oregon;

That no payments have been made upon said promissory note principal or interest.

That there is now due and owing on said promissory note the full sum of Two Hundred and Fifty Dollars, with interest thereon from the 25th day of January, 1915, at the rate of ten per cent per annum.

That the sum of Thirty (\$30.00) Dollars, is a reasonable sum to be allowed plaintiff for instituting this suit for the foreclosure of said mortgage and the collection of the amount due on said promissory note.

That plaintiff's mortgage deed has become absolute.

WHEREFORE Plaintiff prays for judgment and decree forclosing said mortgage deed; that the defendant and all persons claiming through or under him be barred from all equity of redemption, in or to said real property, or any part thereof, save and excepting in the manner provided by law.

2nd: That plaintiff have judgment and decree against the defendant J. H. Barlow, for the sum of Two Hundred and Fifty Dollars,

FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON

30

the principal due on said note, with interest thereon from January 25th, 1915, at the rate of ten per cent per annum; for the further sum of Thirty Dollars, attorneys fees or such sum as the court may adjudge to be reasonable as attorney's fees and for plaintiff's costs and disbursements herein to be incurred.

3rd: That said real property and premises herein described be sold in the manner provided by law, and that the proceeds arising from said sale of said real estate be applied as follows:

1st: To the payment of the costs, charges and expenses of said sale and the costs and disbursements of said suit;

2nd: To the payment of such sum as the court may adjudge to be reasonable as attorney's fees for the foreclosure of said mortgage:

4th: To the payment of the sum of Two Hundred and Fifty Dollars, the principal due on said promissory note, with interest thereon from January 25th, 1915, at the rate of ten per cent per annum, and the over plus, if any there be, be paid to the defendant or to his heirs or assigns as may be ordered by the court;

5th: That plaintiff be permitted to bid at said sale and become the purchaser of said real property; that plaintiff

JAN 04 1933

STATE TREASURER DEPT.  
SALEM, OREGON

have judgment against the defendant for any deficiency which may remain after having applied the proceeds of said sale as \_foresaid, and for such other and further relief as the court may deem equitable in the premises, and for plaintiffs costs and disbursements of this suit herein incurred.

JOHN T. LONG

Attorney for Plaintiff.

Verified by John T. Long, plaintiff's attorney, April 11, 1917 before Ira B. Riddle, N P for Oregon (Seal) Commission expires Oct. 31, 1920.

- - - - -

SUMMONS Filed June 7, 1917

To J. H. Barlow, the above named Defendant.

IN THE NAME OF THE STATE OF OREGON, You are hereby required to appear and answer the complaint filed against you in the above entitled court and cause within ten days from the date of the service of this summons upon you, if served within this County; or if served in any other County of this State, then within twenty days from the date of the service of this Summons upon you; and if you fail to answer, for want thereof, the plaintiff will apply to the court for the relief demanded in his complaint, a duly certified copy of which is herewith served upon you.

John T. Long

Attorney for Plaintiff.

FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON

32

RETURN OF SUMMONS Filed June 7, 1917.

State of Oregon )  
                  )SS.  
County of Douglas )

I, Geo. K. Quine, Sheriff of the aforesaid County, do hereby certify that I served the within Summons within this said State and County, on the 12 day of April 1917, on the within named defendant J. H. Barlow by delivering a copy thereof duly certified to by me, as Sheriff, together with a copy of the complaint, prepared and certified to by John T. Long, Attorney for Plaintiff to the aforesaid defendant, said service being made by me personally and on the said defendant in person.

Dated this 12 day of April 1917

GEO. K. QUINE, Sheriff of Douglas County,  
Oregon

By R. FATE, Deputy.

- - - - -  
MOTION FOR ORDER OF DEFAULT Filed June 9, 1917.

- - - - -  
ORDER OF DEFAULT Filed June 9, 1917, Vol. 23, P. 116.

....IT IS NOW ORDERED AND ADJUDGED That the default of said defendant J. H. Barlow be and hereby is entered.

Dated this 9th day of June, 1917.

J. W. HAMILTON,

Judge.

FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON

33

JUDGMENT AND DECREE Filed June 9, 1917, Vol. 23, P. 116.

This cause coming on to be heard upon motion of plaintiff for judgment and decree against the defendant above named J. H. Barlow as prayed in plaintiff's Complaint and the default of said defendant have been heretofore entered.

And it appearing to the satisfaction of the Court and the Court so finds.

That the default of the defendant having been heretofore duly entered.

That at Myrtle Creek, Douglas County, Oregon, on the 25th day of January, 1915, the defendant J. H. Barlow, for a valuable consideration to him in hand paid by the plaintiff A. S. Kouns, duly made, executed and delivered to plaintiff his certain promissory note in writing, in words and figures as follows, to-wit:

\$250.00                      Myrtle Creek, Oregon, January 25, 1915.

On or before two years after date, without grace, I promise to pay to the order of A. S. Kouns, at Myrtle Creek, Oregon, Two Hundred and Fifty and no-100 Dollars, in Gold Coin of the United States of America, of the present standard value, with interest thereon in like Gold Coin at the rate of ten per cent per annum from date until paid, for value received, Interest to be paid annually, and if not so paid, the whole sum

of both principal and interest to become immediately due and collectible, at the option of the holder of this note, And in case suit or action is instituted to collect this note, or any portion thereof, I promise and agree to pay, in addition to the costs and disbursements provided by statute, such addition\_\_ sum, in like Gold Coin, as the Court may adjudge reasonable for attorney's fees in said suit or action.

(Signed) J. H. Barlow.

six cents Revenue Stamp on note cancelled.

That in order to secure the payment of said promissory note, principal and interest, also a reasonable attorney's fee, in case of suit or action being instituted to collect said note or any portion thereof, the defendant J. H. Barlow, did on the 25th day of January, 1915, duly made, executed and delivered to plaintiff his certain mortgage deed wherein and whereby he duly granted, bargained, sold and conveyed to A. S. Kouns, this plaintiff the following described real estate and premises, to-wit:

Lot Two (2) of Section Nineteen (19) in Township Thirty (30) South of Range Five West of the Willamette Meridian, in Douglas County, Oregon, and containing Thirty Eight and 20-100 (38.20) acres according to the United States Survey, together with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

That said mortgage deed given and executed as aforesaid

FROM THE OFFICE OF  
**THE DOUGLAS ABSTRACT CO.**  
ROSEBURG, OREGON

35

by the defendant to the plaintiff, contained the condition that the said mortgage was intended to secure the payment of the sum of Two Hundred and Fifty Dollars, with interest thereon at the rate of ten per cent per annum, and attorney's fees, in case of suit or action, and that if said promissory note principal and interest should be well and truly paid accoring to the terms and conditions thereof, therein expressed, in said note and mortgage, then said said conveyance, namely said mortgage should be void and of no effect, but in case default should be made in the payment of principal or interest, as provided in said promissory note, then said plaintiff the said A. S. Kouns, or his assigns, might proceed to foreclose said mortgage in the manner provided by law, and the said A. S. Kouns and his legal representatives may sell the said premises above described, with all and every of the appurtenances, or any part thereof in the manner provided by law, and out of the money arising from such sale, retain the principal and interest, together with the costs and charges for making such sale, and a reasonable attorney's fees, and the over plus, if any there be, pay over to the said J. H. Barlow, his heirs or assigns.

That said mortgage deed was duly signed, executed and acknowledged in the manner provided by law on the 25th day of January, 1915, so as to entitle said mortgage to be filed and re-



JAN 04 1933  
STATE RESOURCES DEPT.  
SALEM, OREGON

corded, that thereafter on the 27th day of January, 1915, said mortgage was duly filed and recorded in the Office of the County Clerk of Douglas County, Oregon, and being recorded in Book (Volume) 31 at page 628 thereof mortgage records of said Douglas County, Oregon.

That there is now due and owing on said promissory note principal and interest to this date the full sum of Three Hundred and Nine and 32-100 (\$309.32) Dollars.

That no payments had ever been made on said note either principal or interest.

That the sum \$25.00 is a reasonable sum to be allowed plaintiff as attorney's fees in this suit to collect said note and foreclose said mortgage.

That plaintiffs said mortgage deed has become absolute.

IT IS THEREFORE NOW CONSIDERED, ORDERED, ADJUDGED and DECREED That plaintiff have and recover of and from the defendant the full sum of Three Hundred and Nine and 32-100 Dollars, being the aggregate sum of principal and interest due on said promissory note to this date, with interest thereon from this date at the rate of ten per cent per annum, and for the further sum of \$25.00 Attorneys fees and for the costs and disbursements of this suit.

That the mortgage hereinbefore described be and hereby is foreclosed and the real estate and premises in said mortgage and

FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON

34

hereinbefore described be sold in the manner provided by law and the proceeds of said sale be applied,

First, to the payment of the costs and expenses of said sale and of this suit including attorneys fees.

Second, To the payment of the amount herein found to be due on said promissory note namely the sum of \$309.32, with accruing interest upon said promissory note and judgment and decree,

Third, That the over plus, if any there be, be paid over to the defendant the said J. H. Barlow, his heirs or assigns, and that plaintiff have judgment against the defendant for any deficiency that may exist after applying the proceeds of said sale as aforesaid.

That plaintiff be and he is hereby permitted to bid at the sale of said premises and become a purchaser of said premises.

That the defendant, his heirs and assigns and all persons claiming any right, title or estate in or to said premises through the defendant be and are hereby forever barred and foreclosed of any right, title or interest in and to said premises or any part thereof except the equity of redemption provided by statute, and execution issue to enforce this decree.

Dated this 9th day of June, 1917.

J. W. HAMILTON

Judge.

FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON

39

EXECUTION Filed July 24, 1917.

State of Oregon )  
                  )SS.  
County of Douglas )

To the Sheriff of the County of Douglas, State of Oregon,  
Greeting:

          In the name of the State of Oregon, and in conformity with the foregoing judgment order and decree, you are hereby commanded to make sale of the above described property to satisfy the sum of Three hundred nine and 32/100 Dollars (\$309.32) with interest thereon at the rate of 10 per cent per annum from the 9th day of June 1917 and the further sum of Twenty five and 00/100 Dollars (\$25.00) Attorney's fees with interest thereon at the rate of 6 per cent per annum from the 9th day of June 1917, and the further sum of Eleven and 00/100 Dollars (\$11.00) costs and disbursements and the cost of and upon this Writ, and have the same in said Circuit Court within 60 days after you receive this Writ.

          Witness my hand and the seal of said Circuit Court this 13th day of June, 1917.

E. H. Lenox, Clerk

(Seal)

By Blanche Reed, Deputy

- - - - -

FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON

RECEIVED

JAN 04 1933

WATER RESOURCES DEPT.  
SALEM, OREGON

SHERIFF'S RETURN OF SALE ON FORECLOSURE Filed July 24, 1917.

State of Oregon        )  
                          )SS.  
County of Douglas    )

I, George K. Quine, Sheriff of Douglas County, State of Oregon, do hereby certify, that the annexed execution, decree and order of sale, upon a foreclosure in the above entitled suit, in favor of A. S. Kouns, the above named plaintiff and against J. H. Barlow, the above named defendant, was received by me on the 13th day of June, 1917, and in accordance with said decree and order of sale, and by virtue of said execution, I did, on the 13th day of June, 1917, duly levy upon the following described real property, to-wit:

Lot Number Two of Section Nineteen (19) in Township Thirty (30) South of Range Five West of the Willamette Meridian, in Douglas County, Oregon, and containing thirty-eight and and 20-100 (38.20) acres according to the United States Survey, together with the tenements, hereditaments, and appurtenances thereunto belonging,

and after giving notice of the time and place of the sale of said property by publishing a notice thereof, of which the attached is a true copy, in the Myrtle Creek Mail, a weekly newspaper, printed and published in this County and having a general circulation,

FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON

40

once a week for four successive weeks, commencing with the issue of the 15th day of June, 1917, and ending with the issue of the 13th day of July, 1917, which said notice particularly described said real property, and stated that the same would be sold by me at the Court House door in said County and State on the 14th day of July, 1917, at One o'clock P.M., and by posting copies of said notice in three public places in this County, to-wit: One of said notices upon the bulletin board in the Court House, one upon the bulletin board situated on West side of Main Street between Douglas Street and Washington Streets in Roseburg, Oregon, and the third upon the Office Building of the Myrtle Creek Mail, in the City of Myrtle Creek, Oregon, for four weeks successively; I attended at the time and place fixed for sale, and exposed said property for sale in one parcel, at public auction, according to law, when A. S. Kouns, the plaintiff, being the highest and best bidder therefor, I did sell the above described real property to the said A. S. Kouns, for the sum of Three Hundred and Fifty-Eight and 40-100 Dollars, said above named sum being the highest and best sum bidden therefor, and which I acknowledged to have received.

And that I delivered to said purchaser a certificate of said sale, containing a description of said property and stating the amount bid for each distinct parcel and the whole

price paid, and that said property was subject to redemption according to law.

I hereby return said execution, having received thereon the sum of Three Hundred and Fifty Eight and 40-100 Dollars and I hereby return this execution           Clerk of said Circuit Court           fully satisfied.

Dated this 14" day of July A.D. 1917.

Geo. K. Quine

Sheriff of Douglas County, State of Oregon

By T. A. Raffety, Deputy.

- - - - -

PROOF OF PUBLICATION Filed July 24, 1917.

I, Chas. W. Rice, being first duly sworn, say that I am the printer of the Myrtle Creek Mail. That said Myrtle Creek Mail is a weekly newspaper; is published and issued weekly and regularly at Myrtle Creek, Douglas county, Oregon, and is of general circulation in said county and state. That the notice of which the one hereto attached is a true and correct copy, was published in said newspaper once a week for 4 weeks, being

NOTICE OF SHERIFF'S SALE.

In the Circuit Court of the State of Oregon for Douglas County.

A. S. Kouns, Plaintiff, vs. J. H. Barlow, Defendant.

Notice is hereby given that under and by virtue of an execution and order of sale issued out of the above named court and cause on the 13th day of June, 1917, and to me directed upon a judgment and decree rendered and entered in said court and cause on the 9th day of June, 1917, in favor of the above

FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON

JAN 04 1933

RECEIVED  
JAN 04 1933

published 5 times; the first on the 15th day of June, 1917, and the last on the 13th day of July, 1917.

That the said notice was published in the regular and entire issue of said paper during the said period and the times of publication, and that the said notice was published in the newspaper proper and not in a supplement.

Chas. W. Rice

Subscribed and sworn to before me this 13th day of June, 1917

G. R. Bates

Notary Public for Oregon.

(Seal) My Commission Expires

May 22nd, 1919.

situated in the County of Douglas and State of Oregon, towit:

Lot Two (2) of Section Nineteen (19) in Township Thirty (30) South of Range Five West of the Willamette Meridian, in Douglas County, Oregon, and containing thirty eight and 20-100 (38.20) acres according to the United States Survey, together with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and will apply the proceeds of said sale,

First, to the payment of the expenses of said sale and

FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON

named plaintiff and against the above named defendant, J. H. Barlow, for the sum of Three Hundred and Nine and 32-100 (\$309.32) Dollars, with interest from the 9th day of June, 1917, at the rate of ten per cent per annum, and the further sum of Twenty Five Dollars Attorney's fees, and the further sum of Eleven Dollars, costs and disbursements; which said execution commanded me to sell the hereinafter described real property for the purpose of satisfying said judgment and decree.

Now therefore, I will on Saturday the 14th day of July, 1917, at one o'clock P.M. of said day at the court house front door in Roseburg, Douglas County, Oregon, offer for sale and sell at public auction to the highest bidder for cash in hand, all of the right, title and interest which the above named defendant, J. H. Barlow, had on the 25th day of January, 1915, or have at any time since acquired in and to the following described real property and premises,

situated in the County of Douglas and State of Oregon, towit:

Lot Two (2) of Section Nineteen (19) in Township Thirty (30) South of Range Five West of the Willamette Meridian, in Douglas County, Oregon, and containing thirty eight and 20-100 (38.20) acres according to the United States Survey, together with the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and will apply the proceeds of said sale,

First, to the payment of the expenses of said sale and

the costs and disbursements of said suit; Second, to the payment of said sum of \$25 attorney's fees and the said sum of Three Hundred and Nine and 32-100 (\$309.32) Dollars with accrued interest thereon from June 9th, 1917, at the rate of ten per cent per annum, and the overplus, if any there be, to be paid over to the above named defendants his heirs or assigns.

Dated at Roseburg, Oregon, this 14th day of June, 1917.

Geo. K. Quine

Sheriff of Douglas County, Oregon.

Date of first publication June 15, 1917.

John T. Long  
Attorney for Plaintiff.

- - - - -

MOTION FOR ORDER CONFIRMING SALE Filed Oct. 26, 1917

- - - - -

ORDER OF CONFIRMATION Filed November 14, 1917, Book 23, Page 212.

Now at this time this cause coming on to be heard upon motion of Plaintiff's Attorney John T. Long, for an order confirming the sale of the following described real estate and premises, to-wit:

Lot Two (2) of Section Nineteen (19) in Township Thirty (30) South of Range Five West of the Willamette Meridian, in Douglas County, State of Oregon, and containing thirty eight and 20-100 (\$38.20) acres, according to the United States survey, together with the tenements, hereditaments and appurtenances thereunto belonging.

And which said sale was heretofore made upon an execution by consideration of a Decree, heretofore duly made and

FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON

14



entered in the above entitled Court and in this cause, and it appearing to the satisfaction of the court that the return of said sale have been made and filed with the Clerk of this Court for more than ten days prior to the first day of the the November 1917, term of this Court. That no objections have been made or filed against said report or the sale of said real estate, and that said sale was in all respects legally made and fairly conducted in the manner and form provided by law.

It is ordered that said sale of said real estate and premises heretofore made and heretofore described be and the same is hereby confirmed in all respects and held valid and binding forever.

Dated this 14th day of November, 1917.

J. W. HAMILTON,

Judge.

- - - - -

COST BILL of costs and disbursements claimed by plaintiff in sum of \$11.00 Filed June 9, 1917.

- - - - -

Geo K Quine, Sheriff, ) #36949.  
to ) Filed Nov 15, 1918.  
A S Kouns, ) Vol 79 Deeds, page 176.

Witnessed by two.

(50¢ Rev)

Acknowledged Nov 15, 1918 before E H Lenox, Co Clerk Douglas County, Oregon. ( Seal)

THIS INDENTURE, Made the Fifteenth day of November, in the year of our Lord, one thousand nine hundred and eighteen between Geo K Quine Sheriff of the County of Douglas, State of Oregon, the party of the first part, and A S Kouns of \_\_\_\_\_ the party of the second part.

WITNESSETH: That, whereas, by virtue of an Execution and Order of Sale duly issued out of and under the seal of the Circuit Court of the State of Oregon, for the said County of Douglas, dated 13th day of June, A D 1917, upon a decree of foreclosure and judgment duly made and rendered in the said Court on the 9th day of June, 1917, in a suit of foreclosure of a mortgage in which A S Kouns was plaintiff and J H Barlow was defendant, to the Sheriff of said County directed and delivered, commanding him to make sale of the real property hereinafter described and conveyed, and in said Decree and Execution specified.

FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON

16

AND WHEREAS, in obedience to said command, and under and by virtue of said Execution the said Sheriff did, on the 13th day of June, A D 1917, levy on, seize and take all the land, tenements, and real estate which the said judgment debtor (or either of them) had in and to the said premises hereinafter particularly set forth, described and conveyed, with the appurtenances, and did, on the 22nd day of July, A D 1917, sell all right, title, interest and claim of the said defendant in said suit in and to the premises at public auction, in front of the Court House, in said County of Douglas, State of Oregon, between the hours of nine in the morning and four in the afternoon of that day, namely, at one o'clock P.M. after having first given due notice of the time and place of said sale according to law, towit: By posting notices of the time and place of sale, particularly describing the property, for four weeks successively prior to the day of sale, in three of the most public places in said County of Douglas, and also by publishing a copy of such notice each week for four successive weeks prior to said day of sale in the Myrtle Creek Mail, a newspaper of general circulation printed and published in Douglas County, Oregon, at which sale all the right, title, interest and claim of the said defendant (or either of them) in and to the said premises were struck off and sold to A S Kouns for the sum of Three Hundred Fifty-eight and 40/100 ( \$358.40) Dollars, he being the highest

FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON

17

bidder, and that being the highest sum bidden therefor.

AND WHEREAS, the said Sheriff, after receiving from the said purchaser the said sum of mony so bid as aforesaid, gave to the said purchaser such certificate of said sale as is by law directed to be given, and the matters contained in such certificate were substantially stated in said Sheriff's return of his proceedings upon said Execution to the Clerk of the Circuit Court of the County of Douglas, State of Oregon.

AND WHEREAS, the said Court, by an order made the 14th day of November, 1917, duly confirmed said sale, and more than 12 months have expired since the confirmation of said sale by the Court without any redemption of the said premises having been made.

NOW THEREFORE, THIS INDENTURE WITNESSETH: That I, Geo K. Quine, Sheriff of the said County of Douglas, by virtue of the said Execution and Order of Sale, and in pursuance of the statute in such cases made and provided, for and in consideration of the sum of money in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, conveyed, and confirmed, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, all the right, title, interest and claim which the said defendant in said suit (or

either of them) had on the 25th day of January 1915, or at any time afterwards or now has in or to all these certain lots, pieces or parcels of land, situate, lying and being in the said County of Douglas, State of Oregon, and more particularly described as follows, towit:

Lot Two (2) of Section Nineteen (19) in Township Thirty (30) South, Range Five (5) West of the Willamette Meridian, in Douglas County, Oregon, and containing thirty-eight and twenty-hundredths (38.20) acres, according to the United States Survey, together with the tenements, hereditaments, and appurtenances thereunto belonging.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said premises, with the appurtenances unto the said party, his heirs and assigns, forever, free from all claim thereon upon the part of said defendant or any of them, and as fully and absolutely as by law the said part\_ of the second part can or ought to have or to hold the same hereunder.

IN WITNESS WHEREOF, I, the said Sheriff, have hereunto set my hand and seal the day and year first above written.

Geo K Quine, ( Seal)

Sheriff of Douglas County, Oregon.

(50¢ I R Stamp attached and canceled)

FROM THE OFFICE OF  
**THE DOUGLAS ABSTRACT CO.**  
ROSEBURG, OREGON

19

JAN 04 1933

STATE RECORDS DEPT.  
SALEM, OREGON

A S Kouns and Mary E Kouns,  
his wife,

Grantor

To

Edwin F Dana,

Grantee

Recorder's No. 37002.

Character of Instrument,  
Warranty Deed.

Dated Nov 15, 1918.

Recorded Nov 25, 1918.

In Book 79 of Deeds, page 191

Consideration \$300.00

Signatures are sealed.

Witnessed by four. (50¢ Rev.)  
F Harris, N P for Ore. (Seal)

Acknowledged Nov 15, 1918 before " F Harris, N P for Ore. (Seal)  
My Com Ex Jan 3, 1921. App A S Kouns.

Acknowledged on Nov 19, 1918 , before D Billings, N P for Cal.

(Seal) My Com Ex June 5, 1922. App Mary E Kouns.

Granting words, Grant, bargain, sell and convey.

Covenant, General Warranty.

Description and Remarks.

All the following bounded and described real property,  
situated in the County of Douglas, and State of Oregon; Lot Two  
(2) or Fractional North-west quarter of Northeast quarter,  
(NW $\frac{1}{4}$  of NE $\frac{1}{4}$ ) Section Nineteen (19) Township Thirty (30) South,  
Range Five (5) West of Willamette Meridian, containing  
38.20 acres, more or less.

Including dower and claim of dower.

Edwin T Dana, unmarried,

Grantor

To

Edwin Weaver and Margaret A  
Weaver, his wife,

Grantee

Recorder's No. 44884.

Character of Instrument,  
Warranty Deed.

Dated Nov 30, 1920

Recorded Jan 31, 1921

In Book 81 of Deeds, page 595

Consideration \$500.00

Signatures are sealed.

Witnessed by two.

(50¢ Rev)

Acknowledged on Nov 30, 1920, before G R Bates, N P for Ore.

(Seal) My Com Ex May 15, 1923.

Granting words, Bargain, sell and convey.

Covenant, General Warranty.

#### Description and Remarks.

The following described premises, to-wit:

Lot 2 of Section 19, Township 30 South, Range 5 West of  
Willamette Meridian, in Douglas County Oregon.

Edwin Weaver and Margaret A Weaver,  
his wife,

Grantor

To

Douglas County, Oregon,

Grantee

Recorder's No. 44941.

Character of Instrument,  
Quitclaim Deed.

Dated Jan 31, 1921

Recorded Feb 5, 1921

In Book 81 of Deeds, page 610

Consideration \$73.50

Signatures are sealed.

Witnessed by two.

(50¢ Rev)

Acknowledged on Jan 31, 1921, before Chas W Rice, N P for Ore.

(Seal) My Com Ex Dec 17, 1923.

Granting words, bargain, sell and forever quitclaim.

Covenant, .....

#### Description and Remarks.

The following described premises, to-wit:

A strip of land 60 feet wide, being 30 feet on either side of the center line of said road, as surveyed over and across the northwest quarter of the northeast quarter of Section 19, Township 30 South, Range 5 West, W M. Beginning at Station 199-77 of the Pacific Highway Survey, which station is approximately 1135 feet South and 1405 feet West of the Section corner which is common to sections 18, 17, 19 & 20 Township 30 South Range 5 West, W M; thence running in a Northeasterly direction approximately 403 feet to station 203-80 of said survey, which station is approximately 760 feet south and 1320 feet west of the section corner which is common to sections 18, 17, 19 & 20, Township 30 South, Range 5 West, W M. Excepting that portion already dedicated by public use as a county road. New right



of way required being approximately .08 acres in Douglas  
County, Oregon.

FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON

53

JAN 24 1923

RECORDS DEPT.  
ROSEBURG, OREGON

Edwin Weaver and Margaret A Weaver,  
his wife,

Grantor

To

Charles V Weaver,

Grantee

Recorder's No. 47493.

Character of Instrument,  
Warranty Deed.

Dated Nov 10, 1921.

Recorded Nov 14, 1921.

In Book 83 of Deeds, page 5.

Consideration \$500.00

Signatures are sealed.

Witnessed by two.  
(.50 Rev)

Acknowledged on Nov 10, 1921, before Chas W Rice, N P for Ore.

(Seal) My Com Ex Dec 17, 1923.

Granting words, Bargain, sell and convey.

Covenant, General Warranty.

Description and Remarks.

The following described premises, towit: Lot Two (2) of <sup>in</sup>  
Section Nineteen (19) Township Thirty (30) South, Range Five (5)  
West of the Willamette Meridian, in Douglas County, Oregon.

C.R.Weaver, an unmarried man, and  
Chas. V Weaver and Katherine Weaver  
his wife

Mortgagor

To

The Oregon-Washington Joint Stock  
Land Bank of Portland, Oregon,  
a corporation

Mortgagee

Recorder's No. 62622

Character of Instrument, Mortgage

Dated Sept. 25, 1925

Recorded Oct. 5, 1925

In Book 41 of Mortgages, page 577

Consideration \$5,000.00

Signatures are Sealed

Witnessed by Four

Acknowledged Oct. 2, 1925, before W F Harris, N P for Ore. (Seal) My Comm. Expires Jan. 1, 1929. App. C.R. Weaver, an unmarried man, and Chas V. Weaver

Acknowledged on Oct. 3, 1925, before Ellis Laird, N P for Wash. residing at Washougal (Seal) App. Katherine Weaver. Com. Ex. Dec. 9, 1925

Granting words, Grant, bargain, sell and convey

Description and Remarks:

All that certain real estate, situate, lying and being in the County of Douglas, State of Oregon, known and described as follows, towit: (AMONG OTHER LANDS)

Also beginning at a point 20 chains North from Quarter section post on the line between Sections 19 and 20 in Township Thirty (30) South of Range Five (5) West of the Willamette Meridian, running thence West 40 chains and 42 links, thence South 40 chains, thence East 40 chains and 42 links, thence North 40 chains to place of beginning, being the West Half ( $W\frac{1}{2}$ ) of Donation Land Claim No 43, of John Yokum and Melinda Yokum, in Township Thirty (30) South, Range Five (5) West of the Willamette Meridian, containing 160 acres, more or less, according to the government survey thereof.

Provided, nevertheless if the mortgagors shall pay to the Bank or its assigns a certain promissory note, executed

by the mortgagors to the Bank, dated Myrtle Creek State of Oregon, September 25th, 1925, for value received, with interest thereon..from the date hereof, at the rate of six per centum per annum both principal and interest being payable semi-annually, on an amortization plan in sixty-five equal payments of \$175.00 each and one payment of \$146.15 (the last to mature) due as follows: \$175.00 on the 1st day of May, 1926 and a like sum on the 1st day of November and May each and every year thereafter to and including the 1st day of May 1958, and the last installment of \$146.15 on the 1st day of November 1958.

That they will pay, when due, and before delinquent, all state, county and other taxes ....

C v Weaver and Katherine  
Weaver, his wife,

Grantor

To

Chester Woff Ehle,

Grantee

Recorder's No. 75314.

Character of Instrument,  
Warranty Deed.

Dated Feb 23, 1929

Recorded Feb 27, 1929

In Book 91 of Deeds, page 105.

Consideration \$10.00

Signatures are sealed.

Witnessed by two.

Acknowledged on Feb 23, 1929, before A N Orcutt N P for Ore.

(Seal) My Com Ex Oct 6, 1931.

Granting words, Grant, bargain, sell and convey.

Covenant, General Warranty.

Description and Remarks.

All the following bounded and described real property,  
situated in the County of Douglas, and State of Oregon,

Beginning at the quarter Section corner common to Sections  
19 and 20 of Township 30 South, Range 5 West, W M, which is  
marked by a gun barrel driven in the ground in a pile of rocks and  
witnessed by proper bearing trees; thence North 0° 46' West  
1204 feet along the Section line between the said sections 19  
and 20 to its intersection with the South right of way  
line of the county road to Gazley; thence South 54° 44' West  
560.8 feet and South 59° 39' West 584.3 feet along the said  
South line of the said road to Gazley to its intersection with  
the East right of way line of Pacific Highway; thence along  
the said East line of the said Pacific Highway as follows;  
South 31° 26' East 423.3 feet, South 31° 42' East 289.1 feet,

FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON

RECORDED  
INDEXED

JAN 04 1933

LAND OFFICES DEPT.  
SALEM, OREGON

South  $31^{\circ} 47'$  East 257 feet South  $51^{\circ} 25'$  East 169 feet,  
South  $64^{\circ} 25'$  East 163.4 feet and South  $88^{\circ} 11'$  East 192.4  
feet to its intersection with the Section line between said  
Sections 19 and 20; thence North  $0^{\circ} 1'$  East 421.6 feet  
along the said Section line to the place of beginning, contain-  
ing 21.67 acres, more or less.

Including dower and claim of dower.

Except the 1928 taxes.

C V Weaver & Katherine Weaver,  
husband and wife,

Grantor

To

The California Oregon Power Company  
a California corporation

Grantee

Recorder's No. 80603.

Character of Instrument,  
Right of Way.

Dated July 14, 1930

Recorded Sept 5, 1930

In Book 92 of Deeds, page 513.

Consideration \$1.00

Signatures are .....

Witnessed by one.

Acknowledged on July 14, 1930, before Willard Johnson, N P for  
Oregon (Seal) My Com Ex Sept 17, 1933.  
Granting words, Grant.

Covenant,

#### Description and Remarks.

The right of way and easement to erect, construct, repair, replace, maintain and use, from time to time as said party of the second part its successors and assigns, may see fit, over, along, across and upon the lands of said parties of the first part hereinafter particularly described, for transmission and distribution of electricity, and for all purposes connected therewith, poles, towers, and wires, suspended thereon and supported thereby and all necessary or proper cross-arms, braces, connections, fastenings and other appliances and fixtures, also to put in place necessary guy wires and brace poles along said line.

The said lands of said parties of the first part, above mentioned, are situate in the County of Douglas, State of Oregon, and are particularly described as follows: Located in Section 19, Township 30 South, Range 5 West of W M.

FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON

JAN 04 1933

WATER RESOURCES DEPT.  
SALEM, OREGON

Charles V Weaver and Katherine M  
Weaver, ( fails to state if  
married or single)

Grantor

To

The California Oregon Power  
Company, a California corporation,

Grantee

Recorder's No.

Character of Instrument,

Right of Way.

Dated August 19, 1943.

Recorded Nov 4, 1943.

In Book 106 of Deeds, page 252.

Consideration \$1.00

Signatures are not sealed.

Witnessed by one.

Acknowledged on August 19, 1943, before Val E Strong, N P for  
Oregon ( Seal) My Com Ex Sept' 17, 1944.

Granting words, Grant.

Covenant,

Description and Remarks.

..... A right of way and easement to erect, construct,  
repair, replace, maintain and use from time to time as The  
California Oregon Power Company, its successors and assigns,  
may see fit, over, across and upon the lands hereinafter parti-  
cularly described, for transmission and distribution of elect-  
ricity, and for all purposed connected therewith, and also for  
the telephone purposes of The California Oregon Power Company,  
its successors or assigns, all necessary or proper cross arms,  
braces, connections, fastenings and other appliances or fixtures  
and wires suspended thereon and supported thereby, which may  
overhang the property; also The California Oregon Power Company,  
its successors and assigns, is hereby granted the right to remove  
trees and make the clearing necessary or desirable for the  
purpose aforesaid, and to put in place necessary guy wires.

FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON



The said lands belonging to me above mentioned are situate in the County of Douglas State of Oregon, and are particularly described as follows:

A portion of the Southeast Quarter of Section 19, Township 30 South Range 5 West of the Willamette Meridian. Land as described in Volume 83, page 594, of the Leed Records of Douglas County, Oregon.

It is understood that this grant does not include the right to erect any poles or towers upon the lands above described.

|                        |   |                         |
|------------------------|---|-------------------------|
| Charles Vernie Weaver, | } | #92397.                 |
| et ux.                 |   | Filed June 30, 1934.    |
| to                     |   | Vol 95 Deeds, page 626. |
| W F Kernin,            |   | Witnessed by two.       |

Acknowledged June 26, 1934, before G U Helbig, N P for Oregon.  
 ( Seal ) My Com Ex August 17, 1934.

THIS AGREEMENT made and entered into this 26th day of June 1934, by and between Charles Vernie Weaver and Katherine M Weaver, his wife, hereinafter called first parties and W F Kernin hereinafter called second party, Witnesseth;

THAT WHEREAS, the first parties are the owners of the following described real property in Douglas County, Oregon, to-wit:  
 Lot Two (2), Section Nineteen (19) Township 30 South, Range 5 West of the Willamette Meridian.

Also, beginning at a point 20 chains north from the quarter section east on the line between Sections 19 and 20 in Township 30 South, Range 5 West of the W M and running thence West 40 chains and 42 links, thence South 40 chains, thence East 40 chains and 42 links and thence North 40 chains to the place of beginning and being the West half of the D L C No 43 of John and Malinda Yocum in Township 30 South, Range 5 West of the Willamette Meridian, containing 160 acres, more or less.

..... NOW THEREFORE, IT IS HEREBY UNDERSTOOD AND AGREED that in consideration of the premises, and the conditions and provisions hereinafter contained, the first parties do hereby lease and let the above described land to the second party for the purpose of placer mining upon said land for minerals, for the period of ten (10) years from the date hereof.

..... IT IS FURTHER UNDERSTOOD AND AGREED that the second party shall have the right and privilege of purchasing the above described land at any time during the term of this contract, by paying to the first parties the sum of Twenty Thousand ( \$20,000.00) Dollars, said amount to be in addition to any royalty or rent theretofore paid.

.....

Charles Vernie Weaver ( Seal)

Katherine M Weaver, ( Seal)

First Parties,

W F Fernin, Second Party ( Seal)

Charles V Weaver, et ux, ) #92320.  
to ) Filed June 26, 1934.  
W F Kernin, ) Vol 95 Deeds, page 617.

Witnessed by two.

Acknowledged June 26, 1934, before G U Helbig, N P for Oregon ( Seal) My Com Ex Aug 17, 1934.

THIS AGREEMENT made and entered into this 26th day of June 1934, by and between Charles Vernie Weaver and Katherine M Weaver, his wife, hereinafter called the first parties and W F Kernin, hereinafter called second party,

Witnesseth; that Whereas the first parties are the owners of the following described real property in Douglas County, Oregon, towit:

Lots one (1) and two (2) in Section nineteen (19) and Township 30 South Range 5 West of the Willamette Meridian, and that portion of the John Yocum Donation Land Claim No 43, in said Section 19 and lying west of the Pacific Highway.

.... NOW THEREFORE, It is hereby Understood and Agreed, that in consideration of the premises, and the conditions and provisions hereinafter contained, the first parties do hereby lease and let the above described land to the second party for the purpose of placer mining upon said land for minerals for the period of ten (10) years from the date hereof.

..... IF IS FURTHER UNDERSTOOD AND AGREED that the second party

shall have the right and privilege of purchasing the above described land at any time during the term of this contract, by paying to the first parties the sum of Twenty Thousand (\$20,000.00) Dollars, said amount to be in addition to any royalty or rent theretofore paid.

.....

Charles Vernie Weaver ( Seal)

Katherine M Weaver ( Seal)

First Parties.

W F Bernin,

Second Parties, ( Seal)

## SPECIAL ASSESSMENTS

Search made for the City of Roseburg only. The report is based upon the report of the City Treasurer. The Company assumes no responsibility and does not guarantee the amount to be correct.

## TAXES

All taxes assessed against the property described in the caption of this abstract have been paid in full according to the assessment rolls in the office of the Sheriff and Tax Collector in and for Douglas County, Oregon.

Excepting taxes

1932 amounting to \$34.48  
1934 amounting to \$49.33  
1935 amounting to \$41.35  
1944, half payment made.

## JUDGMENTS

None.

65  
FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON

JAN 04 1933  
LAND RECORDS SERVICES DEPT  
SALEM, OREGON

# C E R T I F I C A T E

*Uniform Certificate Compiled and Adopted by Oregon Title Association*

Douglas Abstract Company, an Oregon Corporation, hereby certifies:

That the foregoing abstract of title comprises a correct abstract of all matters of record in the official records in and for the County of Douglas, State of Oregon, affecting the title to the property described in the caption of this abstract;

That no judgments appear in the dockets of any court of record in said County against any person as named in the within chain of title subsequent to.....which are liens against the premises as described in said caption, other than as shown in the abstract.

This abstract does not include an examination of or report on:

1. Any contracts for conditional sale of personal property or leases thereof containing a conditional right to purchase where the notice indorsed thereon or attached thereto at the time of this certificate does not describe any real property or describes real property otherwise than by metes and bounds or by lot and block number of a recorded plat.
2. Existing County Roads, State Highways, Roads of Public Easement, and proceedings for laying out or changing such roads, highways, and roads of public easement; mineral rights or matters relating thereto; water rights and matters relating thereto.
3. Special assessments other than as shown in this abstract; taxes not yet payable, the effect and operation of municipal laws, ordinances and regulations; proceedings for street, sewer, and sidewalk improvements, or for opening, widening and/or other changes in streets or alleys.

This abstract consists of 66 pages, numbered from 1 to 66 both inclusive, and covers the period of time from XXXXX to March 6, 1944 both inclusive, and is made for and at the request of C V Weaver and liability hereunder is limited to such party.

Dated at Roseburg, Oregon, this 6th day of March 1944

DOUGLAS ABSTRACT COMPANY



Attest: *[Signature]*  
Secretary

By *[Signature]*  
President

No.

Geo B Guthrie, ) #34198.  
to ) Filed Mar 20, 1944.  
C R Weaver, et al, ) Vol 56 Mtgs, page 335.

Acknowledged March 10, 1944 before E M Sawyer, N P for Oregon.  
( Seal) My Com Ex Dec 25, 1945. App Geo B Guthrie, Receiver of  
the Oregon- Washington Joint Stock Land Bank of Portland.

KNOW ALL MEN BY THESE PRESENTS, that I, Geo B Guthrie  
as receiver of the Oregon- Washington Joint Stock Land Bank of  
Portland, do hereby acknowledge that a certain mortgage dated the  
25th day of September, 1925, made and executed by C R Weaver, Chas V  
Weaver and Katherine Weaver to said Oregon- Washington Joint Stock  
Land Bank of Portland, and recorded in the office of the Clerk of  
the County of Douglas, State of Oregon, in Volume 41 of Mort-  
gages, at page 577, on the 5th day of October, 1925, has been  
satisfied in full and discharged.

Executed at Portland, Oregon, this 10th day of March, 1944.

Geo B Guthrie, As Receiver of the  
Oregon-Washington Joint Stock Land Bank  
of Portland.



W F Kernin, a single man,

Grantor

To

C V Weaver,

Grantee

Recorder's No. 34273.

Character of Instrument  
Quitclaim Deed.

Date March 20, 1944.

Recorded Mar 23, 1944.

In Book 107 of Deeds, page 188

Consideration \$1 & other.

Signatures are sealed.

Witnessed by ....

Acknowledged on March 20, 1944 before Roy Agee, County Clerk,  
Douglas County, Oregon. ( Seal) By Edith B Jones, Deputy.  
Granting words, Remise, release and forever quitclaim.

Covenant, ....

Description and Remarks.

All my right, title, and interest in and to the following  
described parcel of real estate, together with the tenements,  
hereditaments, and appurtenances situated in the County of Douglas,  
State of Oregon, to wit: Lots One (1) and Two (2) Section Nineteen  
(19) Township Thirty, South Range 5 West of Willamette Meridian,  
and that portion of John Yocum D L C #45 in said Section 19 and  
lying west of Pacific Highway.

JAN 04 1933

RECORDERS DEPT.  
SALEM, OREGON

Charles V Weaver and Katherine  
Weaver, his wife, Grantor

To

R R Paulson and Grace M Paulson,  
husband and wife, Grantee

Recorder's No. 34869  
Character of Instrument  
Warranty Deed.  
Date April 14, 1944.  
Recorded April 24, 1944.  
In Book 107f Deeds, page 328  
Consideration \$100.00  
Signatures are sealed.  
Witnessed by .....  
( \$5.50 Rev)  
before G R Bates, N P for Ore.

Acknowledged on April 14, 1944  
( Seal) My Com Ex March 16, 1947.  
Granting words, Grant, bargain, sell and convey.

Covenant, General Warranty.

Description and Remarks.

All the following bounded and described real property,  
situated in the County of Douglas, and State of Oregon;

Beginning at a point 20 chains north from the quarter sec-  
tion post on the line between sections 19 and 20 in Township 30  
south range 5 west of Willamette Meridian and running thence West 40  
chains and 42 links, thence south 40 chains, thence East 40 chains  
and 42 links, and thence north 40 chains to the place of beginning,  
being the West half of Donation Land Claim numbered 43 of John  
and Melinda Yokum in Township 30 South Range 5 West in Douglas  
County, Oregon, containing 160 acres, more or less.

Save and except from the above described premises,  
that parcel of land containing 21.67 acres as sold by the  
grantors herein to Chester Goff Ehle, as conveyed by that certain  
deed appearing of record February 27, 1929 in book 91 deed records

FROM THE OFFICE OF  
THE DOUGLAS ABSTRACT CO.  
ROSEBURG, OREGON

at page 105, Douglas County, Oregon.

Also the following described premises, towit: Lot two in Section 19 Township Thirty South, Range Five West of the Willamette Meridian, in Douglas County, Oregon.

Including dower and claim of dower.

FROM THE OFFICE OF  
**THE DOUGLAS ABSTRACT CO.**  
ROSEBURG, OREGON

203

## SPECIAL ASSESSMENTS

Search made for the City of Roseburg only. The report is based upon the report of the City Treasurer. The Company assumes no responsibility and does not guarantee the amount to be correct.

## TAXES

All taxes assessed against the property described in the caption of this abstract have been paid in full according to the assessment rolls in the office of the Sheriff and Tax Collector in and for Douglas County, Oregon.

Excepting taxes commencing July 1, 1944.

## JUDGMENTS

None..

FROM THE OFFICE OF  
**THE DOUGLAS ABSTRACT CO.**  
ROSEBURG, OREGON

7  
1

JAN 04 1933

STATE OF OREGON  
SHERIFF, CLATSOP COUNTY

# CERTIFICATE

*Uniform Certificate Compiled and Adopted by Oregon Title Association*

Douglas Abstract Company, an Oregon Corporation, hereby certifies:

That the foregoing abstract of title comprises a correct abstract of all matters of record in the official records in and for the County of Douglas, State of Oregon, affecting the title to the property described in the caption of this abstract;

That no judgments appear in the dockets of any court of record in said County against any person as named in the within chain of title subsequent to March 6, 1944 which are liens against the premises as described in said caption, other than as shown in the abstract.

This abstract does not include an examination of or report on:

1. Any contracts for conditional sale of personal property or leases thereof containing a conditional right to purchase where the notice indorsed thereon or attached thereto at the time of this certificate does not describe any real property or describes real property otherwise than by metes and bounds or by lot and block number of a recorded plat.
2. Existing County Roads, State Highways, Roads of Public Easement, and proceedings for laying out or changing such roads, highways, and roads of public easement; mineral rights or matters relating thereto; water rights and matters relating thereto.
3. Special assessments other than as shown in this abstract; taxes not yet payable, the effect and operation of municipal laws, ordinances and regulations; proceedings for street, sewer, and sidewalk improvements, or for opening, widening and/or other changes in streets or alleys.

This abstract consists of \_\_\_\_\_ pages, numbered from 67 to 71 both inclusive, and covers the period of time from March 6, 1944 to September 19, 1944 both inclusive, and is made for and at the request of R R Paulson and liability hereunder is limited to such party.

Dated at Roseburg, Oregon, this 19th day of September 19 44.

DOUGLAS ABSTRACT COMPANY



Attest: *[Signature]*

Secretary

By *[Signature]*

President

No.

|  |   |   |
|--|---|---|
| R. R. Paulson and Grace M. Paulson, husband and wife,    | ) | Recorder's No. 37718                    |
|  | ) | Character of Instrument:                |
| Grantors,  | ) | Warranty Deed                           |
|  | ) | Dated October 7, 1944,                  |
| To   | ) | Recorded October 11, 1944,              |
|  | ) | In Vol. 108 of Deeds page 280           |
| Warren T. Schall and Lertha E. Schall, husband and wife, | ) | Consideration \$10.00 and other         |
|  | ) | Signatures are sealed                   |
| Grantees.  | ) | No witnesses                            |
|  | ) | \$7.70 I R Stamps affixed and cancelled |

Acknowledged on October 7, 1944, before Ray Ruebel, Notary Public for Oregon (notarial seal) My commission expires March 11, 1947. Appeared R. R. Paulson and Grace M. Paulson.

Granting words: Grant, bargain, sell and convey

Covenant: Usual.

DESCRIPTION AND REMARKS:

All the following real property, with the tenements, hereditaments and appurtenances situated in the County of Douglas and State of Oregon, bounded and described as follows, to-wit:

Beginning at a point 20 chains north from the quarter section post on the line between sections 19 and 20 in Township 30 South range 5 west of Willamette Meridian and running thence West 40 chains and 42 links, thence south 40 chains, thence East 40 chains and 42 links, and thence North 40 chains to the place of beginning, being the West half of Donation Land Claim numbered 43 of John and Melinda Yokum in Township 30 South range 5 West in Douglas County, Oregon, containing 160 acres, more or less.

Save and except from the above described premises, that parcel of land containing 21.67 acres as sold by the grantors herein to

FROM THE OFFICE OF  
COMMERCIAL ABSTRACT COMPANY  
ROSEBURG, OREGON

Chester Goff Ehle, as conveyed by that certain deed appearing of record February 27, 1929, in book 81, deed records at page 105, Douglas County, Oregon.

Also the following described premises, to-wit: Lot two in Section 19 Township Thirty South, Range Five West of the Willamette Meridian, in Douglas County, Oregon.

FROM THE OFFICE OF  
COMMERCIAL ABSTRACT COMPANY  
ROSEBURG, OREGON

2





record February 27, 1929, in book 91, deed records at page 105, Douglas County, Oregon.

Also the following described premises, to-wit: Lot two in Section 19 Township Thirty South, Range Five West of the Willamette Meridian, in Douglas County, Oregon.

Together with the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining. . . . .  
. . . . .(Here follows conditions of mortgage)

MARGINAL NOTATION: For Satisfaction of this Mortgage See Vol. 58 page        of the Mortgage records of Douglas County, Oregon, Recorder's Instrument No. 42182

58 M

SATISFACTION OF MORTGAGE

#42182

R. R. PAULSON, et ux TO WARREN T SCHALL, et ux

KNOW ALL MEN BY THESE PRESENTS, That R. R. Paulson and Grace M. Paulson owner and holder of the Mortgage and obligation hereinafter described, do hereby certify and declare that a certain Mortgage, bearing date the 30th day of September, 1944, made and executed by Warren T. Schall and Martha E. Schall the parties of the first part therein, to R. R. Paulson and Grace M. Paulson the parties of the second part therein and recorded in the office of the Clerk of the County of Douglas State of Oregon in mortgage record book 57 of Mortgages on page 100 on the 11th day of October A.D. 1944, together with the debt thereby secured, is fully paid, satisfied and discharged.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the 19 day of June A.D. 1945.

Executed in the presence of R. R. Paulson (SEAL)

H E Coleman Grace M. Paulson (SEAL)

Acknowledged on June 19, 1945, before Gerald H. Ayers, Notary Public for California (seal) My commission expires July 23, 1948. Appeared R. R. Paulson and Grace M. Paulson.

Recorded June 21, 1945  
In Vol

109 D 393-4

OVERHAND EASEMENT

#40993

WARREN T SCHALL ET UK

TO THE CALIFORNIA OREGON POWER  
COMPANY

In consideration of the sum of One Dollar (\$1.00) to me in hand paid by The California Oregon Power Company, a California corporation, the receipt whereof is hereby acknowledged, I hereby grant unto The California Oregon Power Company, its successors and assigns a right of way and easement to erect, construct, repair, replace, maintain and use from time to time as The California Oregon Power Company, its successors and assigns, may see fit, over, across and upon the lands hereinafter particularly described, for transmission and distribution of electricity, and for all purposes connected therewith, and also for the telephone purposes of The California Oregon Power Company, its successors or assigns, all necessary or proper cross arms, braces, connections, fastenings and other appliances or fixtures and wires suspended thereon and supported thereby, which may overhand said property; also The California Oregon Power Company, its successors and assigns, is hereby granted the right to remove trees and make the clearing necessary or desirable for the purpose aforesaid, and to put in place necessary guy wires.

The said lands belonging to me above mentioned are situate in the County of Douglas, State of Oregon, and are particularly described as follows:

FROM THE OFFICE OF  
COMMERCIAL ABSTRACT COMPANY  
ROSEBURG, OREGON

3

a portion of the Southeast quarter (SE $\frac{1}{4}$ ) of Section nineteen (19), Township thirty (30) South, Range five (5), West, W.M. Land as described in Volume 108, Page 280 of the Deed Records of Douglas County, Oregon.

It is understood that this grant does not include the right to erect any poles or towers upon the lands above described.

In Witness Whereof I have hereunto set my hand and seal this 20 day of April, 1945.

S. Richmond

Warren T Schall  
Martha E Schall

Acknowledged on April 20, 1945, before Stirling C Richmond, Notary Public for Oregon (notarial seal) My commission expires March 7, 1948. Appeared Warren T Schall and Martha E Schall.

Recorded April 24, 1945  
In Vol 109 of Deeds page 393-4

T A X E S

All taxes assessed against the property described in the caption of this abstract have been paid in full according to the assessment rolls in the office of the Sheriff and Tax Collector in and for Douglas County, as follows:

All taxes including those for the year July 1, 1944, to June 30, 1945, are paid in full.

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FROM THE OFFICE OF  
COMMERCIAL ABSTRACT COMPANY  
ROSEBURG, OREGON

JAN 24 1933

RECORDS & COPIES DEPT.  
ROSEBURG, OREGON

# CERTIFICATE

*Uniform Certificate Compiled and Adopted by Oregon Title Association*

The Commercial Abstract Company hereby certifies:  
continuation

That the foregoing abstract of title/comprises a correct abstract of all matters of record in the official records in and for the County of Douglas, State of Oregon, affecting the title to the property described in the caption of this abstract;

That no judgments appear in the dockets of any court of record in said County against any person as named in the within chain of title subsequent to September 19, 1944 which are liens against the premises as described in said caption, other than as shown in the abstract.

This abstract does not include an examination of or report on:

1. Any contracts for conditional sale of personal property or leases thereof containing a conditional right to purchase where the notice indorsed thereon or attached thereto at the time of this certificate does not describe any real property or describes real property otherwise than by metes and bounds or by lot and block number of a recorded plat.
2. Existing County Roads, State Highways, Roads of Public Easement, and proceedings for laying out or changing such roads, highways, and roads of public easement; mineral rights or matters relating thereto; water rights and matters relating thereto.
3. Special assessments other than as shown in this abstract; taxes not yet payable, the effect and operation of municipal laws, ordinances and regulations; proceedings for street, sewer, and sidewalk improvements, or for opening, widening and/or other changes in streets or alleys.

This abstract/consists of continuation **3** pages, numbered from **1** to **3** both inclusive,  
 and covers the period of time from **September 19, 1944,** to **June 21, 1945,** at  
**5:00 o'clock P.M.**  
 both inclusive, and is made for and at the request of **WARREN T. SCHALL**  
 and liability hereunder is limited to such party.

Dated at Roseburg, Oregon this **21st** day of **June** 19 **45**

**COMMERCIAL ABSTRACT COMPANY**



No. DA 8329

By

Secretary

Lot 2  
38.2 Act

South Umpqua River

Lot 2, Sec. 19

Area to be Irrigated  
1.5 Act  
TIE-N177W  
432'

Area to be Irrigated  
1.0 Act

PACIFIC HIGHWAY  
To Myrtle Creek (Town)

DIVERSION

Approx Locn  
N.W. Cor D.L.C. 43.

D.L.C. Line Approx

NB9°32'E 1320' Line as sold

This is Line for N. line SW 1/4 NE 1/4

N. & S. MID-SECTION LINE, SEC. 19  
W. LINE JOHN YOCUM D.L.C. 43, T30S; R5W; W.M.  
N. 1379.0'

SW 1/4 NE 1/4  
Sec. 19. & N. to Approx locn D.L.C. Line (as shown)  
Sold by  
Taylor

46.6 Act  
7 in State Hy.  
45.9 Act Sold

Tie to Diversion  
N41°39'W 2281'  
From 1/4 Sec. Cor.



CE 1/19

SEC. 19  
T30S; R5W.  
Iron Pipe  
by Co. Surv'r.  
Old S. 19.

S 89°50'W 1320'

WEST 550.1'

S 89°50'W 1320'

East 1/4 SEC  
COR. SEC 19  
T30S; R5W

Application No. 22157  
Permit No. 17450

L.H. TAYLOR  
MYRTLE CREEK, ORE.

22157  
16-30A