

Water Resources Department
North Mall Office Building
725 Summer Street NE, Suite A
Salem, OR 97301-1271
503-986-0900
FAX 503-986-0904

Theodore R. Kulongoski, Governor

Oregon



September 25, 2006

Donald and Rachael Thurston
3246 Bilger Creek Road
Myrtle Creek, OR 97457-9603

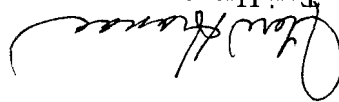
Re: Surface Water Registration Statement 555 (SWR-555)

Dear Mr. Thurston:

We received your letter of July 20, 2006, addressing the use of water under SWR-555. Your letter and the accompanying documentation will be placed in the file for SWR 555.

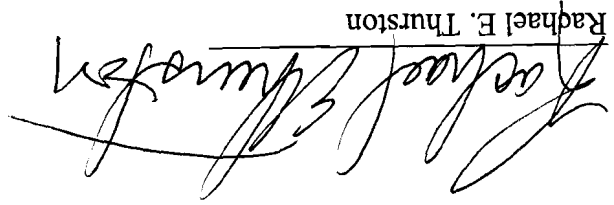
Please do not hesitate to contact us if we may be of further assistance.

Sincerely,


Teri Hranac
Adjudication Specialist

RECEIVED
JUL 25 2006
WATER RESOURCES DEPT
SALEM, OREGON

File


Rachael E. Thurston

Thank you,

This letter is to certify that the Pre-1909 Water Right Application SWR - 555 for the 3246 Bilger Creek Road property [owners DONALD and RACHAEL THURSTON - previously held in the names of LES (Deceased) and LEBORA WITT] has been used continuously. It has been in use since before 1909 as noted in the original application and continues to be used. LeeOra Witt [previous owner] continues to reside on the property.

Enclosed is a statement signed by Mrs. Witt.

Water Resources Department
725 Summer St. NE, Suite A
Salem, OR 97301
RE: SWR-555

Don & Rachael Thurston
3246 Bilger Creek Road
Myrtle Creek, OR 97457
Cell Phone (503) 869-2955
Email: DonThurston@comcast.net
20 July, 2006

INDIVIDUAL ACKNOWLEDGMENT

State/Commonwealth of Oregon }
County of Douglas }
ss.

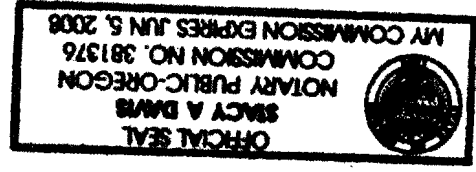
On this the 27th day of April, 2006 before
Name(s) of Signer(s) Keedra V With
Public, personally appeared

personally known to me -- OR --

proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same for the purposes therein stated.

WITNESS my hand and official seal.



Signature of Notary Public Stacy A Davis
Other Required Information (Printed Name of Notary, Residence, etc.) 111 Prospect St Myrtle Creek

Place Notary Seal and/or Any Stamp Above

OPTIONAL

Although the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____



© 2002 National Notary Association • 9350 De Soto Ave., P.O. Box 2402 • Chatsworth, CA 91313-2402 • www.NationalNotary.org
Item No. 5936
Reorder: Call Toll-Free 1-800 US NOTARY (1-800-876-6827)

RECEIVED
JUL 25 2006
WATER RESOURCES DEPT
SALEM, OREGON



Oregon

April 5, 2006

Donald and Rachael Thurston
3246 Bilger Creek Road
Myrtle Creek, OR 97457-9603

Re: Surface Water Registration Statement 555 (SWR-555)

Dear Mr. Thurston:

We received your letter of March 28, amending the ownership of SWR 555 from Leora V. Witt to Donald and Rachel Thurston. Your letter and the accompanying documentation will be placed in the file for SWR 555.

For your reference, OAR 690-28-055(1) states:

When any amendment in ownership, point of diversion, place of use, or type of use is necessary within a right defined by a registration statement, then the amendment shall be submitted in writing to the Department. The request shall include documentation that the water has been used over the past five years in accordance with the terms and conditions of the registration.

OAR 690-28-0955(1) (emphasis added.) Please do not hesitate to contact us if we may be of further assistance.

Sincerely,

Teri Hranac
Adjudication Specialist

Don & Rachael Thurston
3246 Bilger Creek Road
Myrtle Creek, OR 97457
Cell Phone (503) 869-2955
Email: DonThurston@comcast.net

28 March, 2006

Water Resources Department
725 Summer St. NE, Suite A
Salem, OR 97301

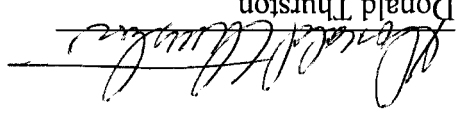
RE: SWR-555

LEBORA V. WITT has sold the property located at 3246 Bilger Creek Road Myrtle Creek Oregon (Douglas County) to DONALD and RACHAEL THURSTON. There is a Pre-1909 Water Right Application SWR - 555 for this property. We are request that this Pre-1909 Water Right SWR - 555 in the names of LES (Deceased) and LEBORA WITT be placed in the names of DONALD and RACHAEL THURSTON.

We also request that any further correspondence be sent to Donald Thurston at 3246 Bilger Creek Road Myrtle Creek OR 97457-9603.

Included is a copy of the deed.

Thank you,


Donald Thurston

File

RECEIVED

APR 03 2006

WATER RESOURCES DEPT
SALEM, OREGON

After Recording Please Return to

LEORA V. WITT

3428 Bluer Creek Road

Myrtle Creek, OR 97457

Tax Statements to be sent to:

Donald & Rachael Thurston

4362 Galewood Street

Lake Oswego, OR 97035

This Space Reserved for Recording Purposes

DOUGLAS COUNTY OFFICIAL RECORDS
BARBARA E. NIELSEN, COUNTY CLERK

\$26.00



00000214200400199866020026

DEED-ND Ch1=1 S1=1 RECEIPTCOUNTER
08/13/2004 01:35:56 PM

\$10.00 \$11.00 \$9.00

After Recording Please Return to

LEORA V. WITT

3428 Bluer Creek Road

Myrtle Creek, OR 97457

Tax Statements to be sent to:

Donald & Rachael Thurston

4362 Galewood Street

Lake Oswego, OR 97035

WARRANTY DEED made this 13th day of August, 2004 by and between Leora V. Witt and Leslie W. Witt (deceased), grantors and Donald W. Thurston and Rachael E. Thurston, grantees the following described property:

THE GRANTOR, for and in consideration of the sum of Ninety Thousand DOLLARS (\$ 90,000.00), the receipt and sufficiency of which is hereby acknowledged and received, and for other good and valuable consideration, does hereby grant, bargain, sell and convey unto the grantee his/her heirs and assigns, the following described premises located in the County of Douglas State of Oregon, described as follows:

SEE EXHIBIT A for property description

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee his/her heirs and assigns forever. Grantors covenant with the Grantee that the Grantors are now seized in fee simple absolute of said premises; that the Grantors have full power to convey same; that the same is free from all encumbrances excepting those set forth above; that the Grantee shall enjoy the same without any lawful disturbance; that the Grantors will, on demand, execute and deliver to the Grantee, at the expense of the Grantors, any further assurance of the same that may be reasonably required, and, with the exceptions set forth above, that the Grantors warrant to the Grantee and will defend for him/her all the said premises against every person lawfully claiming all or any interest in same, subject to real property taxes accrued by not yet due and payable and any other covenants, conditions, easements, rights of way, laws and restrictions of record.

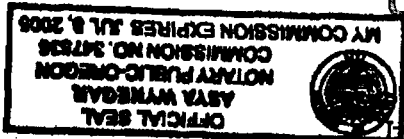
IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above

Grantor: Leora V. Witt
Grantee: Donald W. Thurston
Grantee: Rachael E. Thurston

STATE OF)
COUNTY OF) ss:

The foregoing instrument was acknowledged before me, a notary public in and for the state of Oregon by Leora Witt, Donald Thurston & Rachael Thurston on the 13 day of August, 2004.
Witness my hand and official seal

NOTARY PUBLIC
My commission expires July 8 2005



RECEIVED

APR 03 2006

WATER RESOURCES DEPT
SALEM, OREGON

EXHIBIT A

All that portion of the following described real property as described in Book 1905, Pages 687-688, Deed Records, Douglas County, Oregon and more particularly described as follows:

All that portion of the following described real property lying Westerly of Billiger Creek Road. All that part of Section 1 described as follows:

All that part of Section 1, Township 29 South, Range 5 West, Willamette Meridian, Douglas County, Oregon, lying North of the following described line:

BEGINNING at the Southwest corner of the Northwest quarter of said Section 1; running thence North 62° East, 560.0 feet; thence North 80° 15' East, 440.0 feet; thence South 50° 30' East, 990.0 feet; thence South 45° 30' East, 300.0 feet; thence South 77° East, 632.0 feet to the center line running through said Section 1; thence East, 1565.0 feet; thence North, 700.0 feet; thence East, to the Southeast corner of the Northeast quarter of Section 1.

EXCEPTING THEREFROM 5 acres out of the Southwest corner of the Northwest quarter of said Section 1 deeded by William A. Willis, et ux, to Joseph Ledgerwood, as recorded in Book 4, Pages 184-185, Deed Records, Douglas County, Oregon.

ALSO that part of Section 2 described as follows:

BEGINNING at the Northeast corner of Section 2, Township 29 South, Range 5 West, Willamette Meridian, Douglas County, Oregon; running thence West along the Township line to the Northwest corner of the Northeast quarter of the Northeast quarter of said Section 2 in a Southeastern direction following the creek to the Southeast corner of the Northeast quarter of the Northeast quarter of Section 2; thence North along said Section line to the place of beginning, being the Northeast half of the Northeast quarter of the Northeast quarter of said Section 2.

ALSO that part of Section 2 described in Book 1553, Pages 758-759, Deed Records, Douglas County, Oregon and more particularly described as follows:

The Northeast half of the Northeast quarter of the Northeast quarter of Section 2, Township 29 South, Range 5 West, Willamette Meridian, Douglas County, Oregon, more particularly described as follows:

BEGINNING at the Northwest corner of said Northeast quarter of the Northeast quarter, thence Southeasternly on a straight line to the Southeast corner of said Northeast quarter of the Northeast quarter, thence North to the Northeast corner of said Northeast quarter of the Northeast quarter, thence West along the North line of said Northeast quarter of the Northeast quarter to the point of beginning.

END OF DOCUMENT

RECEIVED

APR 03 2006

WATER RESOURCES DEPT
SALEM, OREGON

Date:

March 27, 2006

From:

LeeOra V. Witt
3246 Bilger Creek Road
Myrtle Creek, OR 97457
Phone (541) 863-5386

To:

Water Resources Department
725 Summer St. NE, Suite A
Salem, OR 97301

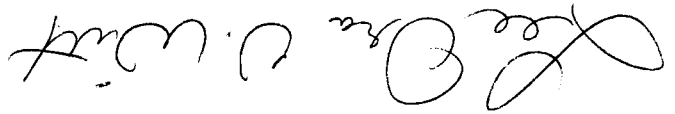
RE:

SWR-555

To Whom It May Concern:

I have sold the property located in Douglas County at 3246 Bilger Creek Road Myrtle Creek Oregon RACHAEL & DON THURSTON. There is a Pre-1909 Water Right Application SWR - 555 for this property. Please change the names associated with this Pre-1909 Water Right SWR - 555 from LHS (Deceased) and LEEORA WITT to the names of the current owners: DONALD and RACHAEL THURSTON.

Sincerely,



LeeOra Witt

Cc: File

RECEIVED

APR 03 2006

WATER RESOURCES DEPT
SALEM, OREGON

RECEIVED

JAN 19 1996

WATER RESOURCES DEPT
SALEM, OREGON

Attn: Don Knaus
Water Resources Department
3850 Fortland Rd NE
Salem, OR 97310

Re: SWR-555

Dear Mr. Knaus:

I'm enclosing these papers to go in the file.
I intended to send them long ago, but I was
quite ill.

Our house is in Section 1 - and the spring is in
Section 2. These papers all pertain to the
original property interest and are intended
to show ownership chains, but not all papers
include both sections.

Never having been involved in anything like this
before, I'm not sure what is needed. I am
still hoping that soon I will have the papers from
a grandson of a brother from in the original
house.

Sincerely

Lee Ann Witt
3240 Bridger Creek Rd
Mugshot Creek, OR 97457

January 18, 1994

WATER RESOURCES DEPT.
SALEM, OREGON

JAN 19 1994
RECEIVED

- ✓ 1 Margaret (Hurst) Mathews statement 1993
- ✓ 2 W. Kobayashi to Willie 1865
- ✓ 3 Willie to D. J. Johnson 1867
- ✓ 4 Willie to Willie 1873
- ✓ 5 M. Lee to Brown 1879
- ✓ 6 Roberto to Brown 1879
- ✓ 7 Willie to Brown 1881
- ✓ 8 Brown - John Hall (mortgage) 1899
- ✓ 9 Brown to Hurst 1900
- ✓ 10 Brown to Hurst 1902
- ✓ 11 Willard D. S. Hurst (Probate) 1927/28
- ✓ 12 Tax Statement (Hurst) 1927
- ✓ 13 Hurst (Heirs) - Federal Land Bank (Mortgage) 1939
- ✓ 14 Hurst - satisfied mortgage to F.L.B. 1947

SWR-555

On this the 21 day of January 1994, before me,
 Wanda F. Huntley
 the undersigned Notary Public, personally appeared
 Jesse Johnson
 personally known to me
 proved to me on the basis of satisfactory evidence
 to be the person(s) whose name(s) he subscribed to the
 within instrument, and acknowledged that he executed it.
 I WITNESS my hand and official seal.
 Notary's Signature
 Below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document.
 f Document Statement
 ges one Date of Document
 r Than Named Above None

MR. Knauer
 Here is another
 paper to add to file #
 SWR-555. Hope
 this covers the time
 period until we bought
 this property (within the
 time and overlap) in
 1984. Thank you.
 LeeCra Witt

State of Oregon }
 County of Douglas }
 SS

INDIVIDUAL ACKNOWLEDGMENT

Date 1-21-94
 Jesse Johnson

My name is Jesse Johnson. I live at 151 NE Pine, Myrtle Creek, OR 97457
 I have lived in Myrtle Creek area since 1946 and owned property on North Myrtle and Frozen Creek Roads before I purchased property on Bilger Creek.
 I sold my property and moved into Myrtle Creek (city) from Bilger Creek in 1981. I have been a frequent visitor to the area since that time.
 I belong to the Grange, also, and have known and visited many times through the years with residents of the property now known as 3246 Bilger Creek Road. Ronald Hurst owned this property when I first became acquainted on Bilger Creek. Other families I have known living there are: Garrison, Ilett, Bryant, Beardort and Combs.
 The spring has been in use and piped to the house and yard since before I was in this area.

RECEIVED
 FEB 28 1994
 WATER RESOURCES DEPT.
 SALEM, OREGON

SWR-555

To Whom It May Concern:

The location of the spring and water line on the map seem quite accurate according to my memory. The water was piped from the spring to a sort of reservoir between the lawn and garden, perhaps 15 feet or so from the south back porch steps easily accessible to the kitchen where water was heated for all purposes. The closed in porch was the laundry room and clean up room for when the men came from the fields. The overflow was ditched to the garden, lawn and flowerbeds. Perhaps in the winter it was diverted to flow into the creek that flowed under the bridge to join Billger Creek just a way beyond.

My sister was born November 19, 1900 and was just small, maybe 2 years old when my parents acquired the place. Both my brothers were born there and would be 90 and 91 years old now. I was born July 11, 1910 and was 14 years old when the house burned. My parents rebuilt on the same place. Of course the water was piped into the new house to serve the new facilities.

The old house though quite old was well built and very comfortable, consisting of two stories, a large dining and kitchen area with north and south porches, a large living room with fireplace and adjoining bedroom, three bedrooms and an attic upstairs. A porch full length across the front of house afforded on one side adequate sleeping quarters for cots on hot summer nights. It was known as the old Brewer place. I remember the Brewer girls. They had grown up there and were not young anymore.

I certify that the preceding facts are true to the best of my memory.

Sincerely,

Margaret Matthews

Margaret Matthews

RECEIVED

JAN 1 5 1994

WATER RESOURCES DEPT
SALEM, OREGON

9-3-93

*Barbara Little
Nancy opened 3-15-55
Postette Laundry*

The Director has made a copy of
 the letterhead of the Oregon Fish and Game Commission
 and the letterhead of the Oregon State Board of
 Fisheries and Game Commission. The letterhead of
 the Oregon Fish and Game Commission is as follows:
 Oregon Fish and Game Commission
 Department of Fisheries and Game Commission
 Salem, Oregon

Department of Fisheries and Game Commission
 Oregon Fish and Game Commission
 Department of Fisheries and Game Commission
 Salem, Oregon

Department of Fisheries and Game Commission
 Oregon Fish and Game Commission
 Department of Fisheries and Game Commission
 Salem, Oregon

Department of Fisheries and Game Commission
 Oregon Fish and Game Commission
 Department of Fisheries and Game Commission
 Salem, Oregon

Department of Fisheries and Game Commission
 Oregon Fish and Game Commission
 Department of Fisheries and Game Commission
 Salem, Oregon

JAN 19 1994
 WATER RESOURCES DEPT
 SALEM, OREGON

The following is a list of the names of the persons who were present at the meeting of the Board of Directors of the American Museum of Natural History, held on the 10th day of June, 1870. The names are given in the order in which they were called.

J. A. Allen, Secretary
 J. B. Allen, Treasurer
 J. C. Allen, Secretary
 J. D. Allen, Treasurer
 J. E. Allen, Secretary
 J. F. Allen, Treasurer
 J. G. Allen, Secretary
 J. H. Allen, Treasurer
 J. I. Allen, Secretary
 J. K. Allen, Treasurer
 J. L. Allen, Secretary
 J. M. Allen, Treasurer
 J. N. Allen, Secretary
 J. O. Allen, Treasurer
 J. P. Allen, Secretary
 J. Q. Allen, Treasurer
 J. R. Allen, Secretary
 J. S. Allen, Treasurer
 J. T. Allen, Secretary
 J. U. Allen, Treasurer
 J. V. Allen, Secretary
 J. W. Allen, Treasurer
 J. X. Allen, Secretary
 J. Y. Allen, Treasurer
 J. Z. Allen, Secretary

159

77 19 11

The following is a list of the names of the persons who were present at the meeting of the Board of Directors of the American Museum of Natural History, held on the 10th day of June, 1870. The names are given in the order in which they were called.

received by the
 City of Salem, Oregon
 1/9/1904
 RECEIVED
 WATER RESOURCES DEPT
 JAN 19 1904
 19187

The undersigned makes
 this 31st day of December
 A.D. 1869 by and between
 William A. Miller and
 Margarette Le Roy wife of Douglas County Oregon
 of the first part and John F. Sedgwick of the
 same County and State of the second part
 that the parties of the first part for and in con-
 sideration of the sum of One Thousand dollars
 paid cash, the receipt whereof is hereby acknowledged
 by the parties of the second part, all as more
 fully appears in the contract hereto annexed and by
 which the said parties of the second part and to his
 heirs and assigns forever, all that piece of land
 lying and being in Douglas County Oregon
 described as follows: other than of land more
 or less lying on the south West corner of the
 North West quarter of the North West quarter
 of Section No. one, in Township Twenty-one
 (29) South of Range No. (37) West. All the
 more or less of land known as the North
 West quarter of south West quarter of Section No. 5
 in Township No. 29 South of Range No. 37
 West Containing forty (40) acres more or less
 all of which lie in Douglas County Oregon.
 together with all and singular the tenements
 hereditaments and appurtenances thereto
 belonging or in any way in anywise appertaining
 it is now and to hold the same unto the party
 of the second part forever. And the parties
 of the first do covenant to and with the party
 of the second part that they will nevertheless
 and defend the title to the property herein
 conveyed against all persons claiming under
 or through the said parties of the first part
 unto the end, party of the second part in
 witness and attestation hereof the said parties
 have and signed their titles to the property herein
 and delivered the same to the public notary
 in and for the County of Douglas Oregon
 this 31st day of December A.D. 1869
 John F. Sedgwick
 William A. Miller
 Notary Public

This Mr. Sedgwick

Margarette Le Roy wife of Douglas County Oregon
 of the first part and John F. Sedgwick of the
 same County and State of the second part
 that the parties of the first part for and in con-
 sideration of the sum of One Thousand dollars
 paid cash, the receipt whereof is hereby acknowledged
 by the parties of the second part, all as more
 fully appears in the contract hereto annexed and by
 which the said parties of the second part and to his
 heirs and assigns forever, all that piece of land
 lying and being in Douglas County Oregon
 described as follows: other than of land more
 or less lying on the south West corner of the
 North West quarter of the North West quarter
 of Section No. one, in Township Twenty-one
 (29) South of Range No. (37) West. All the
 more or less of land known as the North
 West quarter of south West quarter of Section No. 5
 in Township No. 29 South of Range No. 37
 West Containing forty (40) acres more or less
 all of which lie in Douglas County Oregon.
 together with all and singular the tenements
 hereditaments and appurtenances thereto
 belonging or in any way in anywise appertaining
 it is now and to hold the same unto the party
 of the second part forever. And the parties
 of the first do covenant to and with the party
 of the second part that they will nevertheless
 and defend the title to the property herein
 conveyed against all persons claiming under
 or through the said parties of the first part
 unto the end, party of the second part in
 witness and attestation hereof the said parties
 have and signed their titles to the property herein
 and delivered the same to the public notary
 in and for the County of Douglas Oregon
 this 31st day of December A.D. 1869
 John F. Sedgwick
 William A. Miller
 Notary Public

hand and will be your able writer



Wagoner & Wells



Wagoner & Wells

State of Oregon }
County of Douglas }
\$5

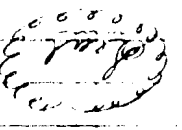
On the first day of January A.D. 1868, before the undersigned, personally known to me and who certify that they present the said party and acknowledge the foregoing deed of conveyance and the said party to wife of the said William A. Wagoner & wife, known to be the individuals described in a separate examination from her and husband acknowledged that she executed the same freely without compulsion from any one.

Witness my hand and official seal the day and year above written.

by Wagoner

Notary Public

Recorded 6th March A.D. 1868.



The undersigned, Notary Public, do hereby certify that the foregoing deed of conveyance was duly acknowledged by the parties thereto in my presence and in the presence of the witnesses named therein, and that the same was duly recorded in my office on the 6th day of March A.D. 1868. In testimony whereof, I have hereunto set my hand and official seal the day and year above written.

410

Back

(See)

RECEIVED

JAN 19 1994

WATER RESOURCES DEPT
SALEM, OREGON

Dear Mr. [Name],
Thank you for your letter of [Date] regarding [Subject].
I am sorry that I cannot [Action] at this time.
Sincerely,
[Name]

(Name) [Name]
[Address]
[City, State, Zip]

Enclosure (envelope of 1873)

W. H. [Name] Co. Ltd.

4

Mr. [Name]
[Address]
[City, State, Zip]

Dear Mr. [Name],
I am writing to you regarding the [Subject].
I have received your letter of [Date] and am sorry that I cannot [Action] at this time.
I am sure that you will understand my position.
Sincerely,
[Name]

Enclosure, 100 [Subject]
[Address]
[City, State, Zip]

I am writing to you regarding the [Subject].
I have received your letter of [Date] and am sorry that I cannot [Action] at this time.
I am sure that you will understand my position.
Sincerely,
[Name]

That if in the evening for further special
information that they are free from all
complaints and that their house present
without the disease from all kinds of
infections and also the 30 day of
July 1873

(Signed) J. A. Hillis
(Seal) Caroline Hillis

Signed, H. Hillis & Co. in presence of
J. A. Hillis
J. J. Banks

State of Oregon }
County of Deschutes }
I, J. J. Banks, do hereby certify that the
above mentioned persons are the
owners of the premises described in the
above mentioned deed.

Witness my hand and seal this 30th day of
July 1873

(Signed) J. J. Banks
J. J. Banks

and the first time that the
 State of Oregon was
 admitted to the Union
 as a free State
 and the first time that
 the State of Oregon was
 admitted to the Union
 as a free State
 and the first time that
 the State of Oregon was
 admitted to the Union
 as a free State

5

The first time that the
 State of Oregon was
 admitted to the Union
 as a free State
 and the first time that
 the State of Oregon was
 admitted to the Union
 as a free State
 and the first time that
 the State of Oregon was
 admitted to the Union
 as a free State

WATER RESOURCES DEPT
 SALEM, OREGON

JAN 19 1994

RECEIVED

The first time that the
 State of Oregon was
 admitted to the Union
 as a free State
 and the first time that
 the State of Oregon was
 admitted to the Union
 as a free State
 and the first time that
 the State of Oregon was
 admitted to the Union
 as a free State

Book 11 p. 235

locate your case all records in regular books and the
 of the County State of Oregon in the North West corner of the
 book and quarter of section one in the Township of Range
 above mentioned together with the minute book and
 all applications there belonging or in any one of the
 and also all records and books and minutes of the
 1917, 1918 or 1919 including a deed and other
 books and to hold the same to the said George W. Brown
 his heirs and assigns forever. And we do consent and the
 said George W. Brown and his legal representatives forever hold
 said records, books and minutes in full maintenance and that we
 will and our heirs and administrators shall stand
 void and defend the same to the said George W. Brown his
 heirs and assigns forever against the lawful claim
 and demands of all persons whatsoever
 the nature whereof we have found out our hands and seals
 this 17th day of December A.D. 1879
 G. W. Brown
 G. W. Brown
 J. W. Brown

State of Oregon
 County of Oregon

December 1879 before me the undersigned a Notary Public
 in and for the said County of Oregon personally appeared
 the within named G. W. Brown and from said G. W. Brown who
 are known to me to be the actual persons described in and who
 executed the within instrument and acknowledged to me that
 they executed the same freely and voluntarily for the
 purposes therein mentioned and from which I took copies
 It and I refer to an examination made by me after
 all and apart from the said husband acknowledged to
 me that she received the same freely and voluntarily and
 without any coercion or compulsion from any one and
 the instrument being of her own free will and

Received of G. W. Brown
 December 29 1880
 Notary Public
 J. W. Brown

BOOK 11
PS. 237

State of Oregon
County of Washington
This certifies that on the 19th day
of December 1879 before me there appeared a Henry Miller
in and for the said County and State of Oregon and
with named J. Roberts and Anna Roberts who are known
to me to be the identical persons described in the records
therein mentioned and acknowledged to me that
they intended the same for legal and voluntary purposes

John O. Roberts
Anna Roberts
The 19th day of December A.D. 1879
In witness whereof we have hereunto set our hands and
seals in presence
Henry Miller
Henry Miller the largest claim and demands of all
I find the same to the said J. Roberts who has
been married and administered what is now
has been all unincumbered and that we will advise
legal representatives hereafter that the said state
and we do solemnly swear that the said J. Roberts
the same to the said J. Roberts who has
standing down and night of day of his said and had
title and interest of his said J. Roberts
any and all of his said J. Roberts
institutions and appointments that belong or in
appointments State of Oregon together with the same
before him are situated in the said State of Oregon
Minnesota containing the land and state of
Section 36 Township 28 South Range 3 that lies
bounded on the north and east by
containing on the north and east by

JAN 19 1994

WATER RESOURCES DEPT.
SALEM, OREGON

RECEIVED

466

1

12/28/81

Mr. A. W. Williams, Minister of State

1211 W. 4th St., Portland, Oregon 97209

Dear Mr. Williams: For the consideration of the committee

on Oregon to show that the Oregon and the

the state of Oregon, the following described premises

are situated in the following described premises

in the State of Oregon, to-wit: The said premises

are situated in the County of Oregon, State of Oregon

and are known as the same to the said

State of Oregon, to-wit: The said premises

are situated in the County of Oregon, State of Oregon

and are known as the same to the said

State of Oregon, to-wit: The said premises

are situated in the County of Oregon, State of Oregon

and are known as the same to the said

State of Oregon, to-wit: The said premises

are situated in the County of Oregon, State of Oregon

and are known as the same to the said

State of Oregon, to-wit: The said premises

are situated in the County of Oregon, State of Oregon

and are known as the same to the said

State of Oregon, to-wit: The said premises

are situated in the County of Oregon, State of Oregon

and are known as the same to the said

State of Oregon, to-wit: The said premises

are situated in the County of Oregon, State of Oregon

and are known as the same to the said

State of Oregon, to-wit: The said premises

are situated in the County of Oregon, State of Oregon

and are known as the same to the said

State of Oregon, to-wit: The said premises

Dec 28 1881
W. A. Williams
County of Oregon

Dec 28 1881
W. A. Williams
County of Oregon

Dec 28 1881
W. A. Williams
County of Oregon

Dec 28 1881
W. A. Williams
County of Oregon

Dec 28 1881
W. A. Williams
County of Oregon

Dec 28 1881
W. A. Williams
County of Oregon

Dec 28 1881
W. A. Williams
County of Oregon

Dec 28 1881
W. A. Williams
County of Oregon

Dec 28 1881
W. A. Williams
County of Oregon

Dec 28 1881
W. A. Williams
County of Oregon

Dec 28 1881
W. A. Williams
County of Oregon

(copy) 8

Power of Sale Mortgage

John Spear

in favor of the undersigned mortgagee... The creek on said section line... section line and line in township of Range 5 West... to a point... channel in south section, direction to a point in this... east corner of said section, there is a 50' wide more or less... west 1/2 of the north 1/2 and east 1/2 party of the north 1/2 of section 2... decided to be to lying in the south 1/2 of the north 1/2 party of section 2... 3/4 corner of the north 1/2 of section 2... also the north 1/2 of section 2... the south 1/2 of the north 1/2 and the north 1/2 of the south 1/2... into John Spear party of the second part, the following described premises... have bargained, sold and conveyed, and by their power do bargain, sell... check for \$100.00... the receipt of which is hereby acknowledged... of the first part, for and in consideration of the sum of two thousand... \$2000.00 Dollars to us paid... that the said John Spear and James B. Spear... John Spear and James B. Spear

Attest July 21st 1899 at 11-AM. Recorded July 21-1899
J. S. Spear, County Clerk - by E. J. McCall Deputy

State of Oregon
County of Douglas
John Spear, that on the 7 day of July A.D. 1899
the undersigned, a Justice of the Peace in and for said County and State
appeared the within named Joe Spear and wife M. J. Spear, themselves
the within named persons described in and who executed the within instrument
and acknowledged to me that they executed the same, that the said
wife of the said Joe Spear on an examination made by me separately
from her said husband then and there acknowledged to me that she executed
said instrument voluntarily and without fear, coercion or compulsion
any one, in the presence of me and the witnesses then and there named
and above written.
J. S. Spear - Justice of the Peace
My office book

61

State of Oregon
County of Douglas

I, the undersigned a notary of the County of Douglas and State of Oregon, do hereby certify that on the 7th day of July A.D. 1879 before me the within named parties and with M. J. Stuyt they appeared to me to the effect that they have agreed to sell and convey to me the within premises described in the deed of the said parties and the following described premises to wit:
The south half of section 18, T12N, R10E, M11W, excepting the one acre hereinafter described and conveyed and by their consent do bargain, sell and convey to me the said premises and the interest therein and the right of the said parties to work the said premises. I also certify that the deed of the said parties is a true and correct copy of the original thereof as the same appears from the books and records of the County of Douglas, State of Oregon, and also that the said parties are the owners of the said premises and are entitled to the same in fee simple and full power to sell and convey the same at their pleasure.

Notary

Geo. H. Wall

and Susan B. Bower

of the said County of Douglas, State of Oregon, do hereby certify that the deed of the said parties is a true and correct copy of the original thereof as the same appears from the books and records of the County of Douglas, State of Oregon, and also that the said parties are the owners of the said premises and are entitled to the same in fee simple and full power to sell and convey the same at their pleasure.

and the right of the said parties to work the said premises. I also certify that the deed of the said parties is a true and correct copy of the original thereof as the same appears from the books and records of the County of Douglas, State of Oregon, and also that the said parties are the owners of the said premises and are entitled to the same in fee simple and full power to sell and convey the same at their pleasure.

and the right of the said parties to work the said premises. I also certify that the deed of the said parties is a true and correct copy of the original thereof as the same appears from the books and records of the County of Douglas, State of Oregon, and also that the said parties are the owners of the said premises and are entitled to the same in fee simple and full power to sell and convey the same at their pleasure.

and have not had them and have acknowledged to me that she executed the
will freely and voluntarily and without any fear, coercion or compulsion from
any one, in testimony whereof I have subscribed at my hand and seal the day and year
above written.
J. B. Stone - Justice of the Peace
Myth Cove Nevada
25 July 21 1899 at 11 AM Nevada July 21 1899
W. B. Haggerty County Clerk - (by E. J. McCall Deputy)
Witnessed and signed by me John Hall
J. B. Houser and W. B. Haggerty
to indicate witness will what the J. B. Houser and W. B. Haggerty have
the first part for and in consideration of the sum of Two thousand five hundred
dollars to be paid by the said John Hall. The receipt whereof is hereby acknowledged by
the said Houser, sold and conveyed, and by their present de bargain, all and every
the said John Hall party of the second part. The following described premises to wit:
South 1/2 of the South East 1/4 of the South East 1/4 of the South East 1/4 of section
28 South of range 2 East, 23 North 1/2 of section 28 (1/2) (1/2) (1/2) excepting five acre tracts
with to E. B. Haggerty in the South East 1/4 of the North East 1/4 of section 28, also the North
West 1/4 of section 28 and all that part of the North East 1/4 of section 28 beginning at the North
East corner of said section 28, there being 80⁰⁰ rods more or less to reach to center of main
road in North East 1/4 of section 28, and also of section 28, beginning in
Town and two in Township 24 North of Range 2 East, here to about 4 rods
the end of the creek and then East to the place of beginning, also
beginning in the center of said section one there with seven hundred feet, there
to 1565 feet, thence North 100 feet, then East to the place of beginning, being in
North 1/4 of South of range 2 East, W. B. Haggerty Co. Oregon, containing 680 acres more or
less, together with the tenements hereinafter mentioned and appurtenances hereunto belong-
ing or any one who has taken. It has and to have the same, with the appur-
tenances to the said John Hall. It has been explained to me, that the said John Houser
wishes to give to the said John Hall his share in the payment of the sum of two thousand
dollars and to give to the said John Hall in consideration with the sum of a
certain instrument of writing after here the following to a true copy to wit:
1899 - Myth Cove Nevada July 7 1899. Witness after the date within
the said John Houser and they must be too solemn, in good faith of the United States of
America

(page 2 of 2)
2

Shoreline of the present structure & value, with interest herein in the year of
 the net of 60% of first cost plus 10% of the value of the structure, for value
 interest to be paid annually and the first year the whole amount of both principal
 interest to be paid immediately, due and payable at the option of the holder
 the note, and in case of default or non-payment to collect the note or a
 ten percent of the amount of the note to be paid in addition to the cost and disbursements
 by State and additional sum in the full cost, so the cost may be adjusted
 able for attorney fees to be allowed in part of the action. - E. M. Brewer
 Agent
 Dated 6/1/1934

Review of the terms of the note, the upon said instruments shall be paid
 up to the requirement thereof, provided the conveyance shall be valid
 in case default shall be made in payment of the principal or inter-
 est provided herein the said sum shall be the legal representative
 may all the money above described, with all interest of the appraised
 or any part thereof in the manner prescribed by law, and out of the mone-
 ying from said sale, after the said principal and interest to be paid, with
 cost and charge of making checks, and a reasonable sum as attorney
 and the overplus, if any, to be paid over to the said E. M. Brewer and the
 Brewer thereon and the said parties of first part for their
 their own interest, and administration of the government and agree to pay the
 party of the second part the interest, administration or assign the said
 money as above mentioned. Witness our hands and seals this day of July, 1934.
 E. M. Brewer
 E. M. Brewer
 E. M. Brewer

Done in presence of (Witnesses)
 E. M. Brewer
 E. M. Brewer
 E. M. Brewer

State of Oregon (Seal)
 County of Douglas (Seal)
 J. B. Lane

understand a notice of the date in that part containing the same.

RECEIVED
 JAN 19 1994
 WATER RESOURCES DEPT.
 SALEM, OREGON

America of the present Standard value, with interest thereon in like Gold Coin, at the rate of Eight per cent per Annum from date until paid, for value secured. 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 Attorneys fees to be allowed in said suit or action. - E. W. Brewer

Signed Susan E. Brewer

Now if the sums of money due upon said instrument, shall be paid according to the agreement therein expressed this conveyance shall be void, but in case default shall be made in payment of the principal or interest, as above provided then the said John Hall and his legal representatives may sell the premises above described, with all and every of the appurtenances, or any part thereof in the manner prescribed by law, and out of the money arising from such sale, return the said principal and interest together with the cost and charges of making such sale, and a reasonable sum as attorneys fees and the overplus, if any there be paid over to the said E. W. Brewer and Susan E. Brewer their heirs and assigns and the said parties of first part for themselves their heirs, executors and administrators do covenant and agree to pay the said party of the second part his executors, administrators or assigns the said sum of money as above mentioned. Witness our hands and seals this - day of - A. D. 1899.

Done in presence of
Nathan Selig -
J. B. Lane

Revenue Stamp
W. C. Cancellous

E. W. Brewer
S. E. Brewer

State of Oregon }
County of Douglas }

The certificates that on this 7 day of July A. D. 1899 before me the undersigned Justice of the Peace in and for said County in said State personally

of said company in the day of May, 1877, by the
of the Board of Directors of said company, and that the
name of said company by the Board of Directors of said
company, I have hereto set my hand and
affix my official seal, as the day and year first
written.

RECEIVED

Attest my hand

Wm. W. ...
J. E. ...
J. E. ...

of said company, I have hereto set my hand and
affix my official seal, as the day and year first
written.

of said company, I have hereto set my hand and
affix my official seal, as the day and year first
written.

Wm. W. ...
J. E. ...

Filed for record at 11:00 AM March 15 1907

WITNESSES my hand and seal this 15th day of March 1907

That they executed the above freely and voluntarily for the uses and purposes therein named

In me personally known to be the identical person described in, and who executed the within instrument, and who executed the same before me, a Notary Public for the State of Oregon, in and for said County, the within instrument being duly acknowledged by me, the said Notary Public, on this 15th day of March 1907

STATE OF OREGON
County of Douglas
I, the said Notary Public, do hereby certify that the within instrument was duly acknowledged by me, the said Notary Public, on this 15th day of March 1907

IN WITNESS WHEREOF I have hereunto set my hand and seal of this 15th day of March 1907

the same from all lawful claims whatsoever

appeared to me for the purpose of said premises; that they are free from all incumbrances and that they are the true and lawful owners of the same

And the said *Wm. B. Bannard* and *Wm. B. Bannard* do hereby agree to hold the said premises, with their appurtenances, unto the said *Wm. B. Bannard*

TO HAVE AND TO HOLD the said premises, with their appurtenances, unto the said *Wm. B. Bannard*

Witness my hand and seal of this 15th day of March 1907

Wm. B. Bannard

Wm. B. Bannard

Wm. B. Bannard

Wm. B. Bannard

Wm. B. Bannard

Wm. B. Bannard

Wm. B. Bannard

Wm. B. Bannard

Wm. B. Bannard

Wm. B. Bannard

Wm. B. Bannard

Wm. B. Bannard

Wm. B. Bannard

Wm. B. Bannard

Wm. B. Bannard

Wm. B. Bannard

Wm. B. Bannard

Wm. B. Bannard

of Opal Olmstead, of Roseburg, Oregon, and B. L. Eddy, of Roseburg, of January, 1923, to be his last will and testament in the presence published and declared by the said David E. Hurst on the 5th day

bearing date January 5, 1923, that said instrument was duly signed, That the said decedent left his last will and testament

| Names | Ages | Relationship | Residence |
|-----------------|------|--------------|----------------------|
| David L. Hurst | 25 | Son | Myrtle Creek, Oregon |
| Ronald E. Hurst | 24 | Son | Myrtle Creek, Oregon |
| Lenore Chaney | 28 | Daughter | Boise, Idaho |
| Margaret Hurst | 18 | Daughter | Myrtle Creek, Oregon |

persons, to-wit:

him as his children and sole heirs at law the following named is Myrtle Creek, Oregon; that the said decedent also left surviving is his widow of the age of 49 years and whose post office address That said decedent left surviving him said petitioner who

property of the probable value of \$2,000.00; \$12,000.00 and yielding an annual income of \$150.00 and personal therein consisting of real property of the probable value of of said county and of the age of 61 years, and leaving an estate 18th day of July, 1928, being at the time a resident and inhabitant court that David E. Hurst died in Douglas County, Oregon, on the testament of David E. Hurst, deceased, and it appearing to the ing date January 5, 1923, and purporting to be the last will and Rosa A. Hurst for an order admitting to probate an instrument bear- This matter coming on to be heard upon petition of

DAVID E. HURST, deceased. of In the Matter of the Last Will and Testament

ORDER ADMITTING WILL TO PROBATE

WATER RESOURCES DEPT SALEM, OREGON

JAN 19 1994

RECEIVED

FOR DOUGLAS COUNTY

IN THE COUNTY COURT OF THE STATE OF OREGON

11

To go upon said land for the purpose of cutting and removing said timber for a period of five years from the date hereof. This reservation shall not be effective after five years from the date hereof. TOGETHER with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and all its estate, right, title and interest, in and to the same, including dower and claim of dower.
TO HAVE AND TO HOLD the above described and granted premises unto the said L. E. Henninger, his heirs and assigns forever.
IN WITNESS WHEREOF, the First Mortgage Security Company of Corvallis pursuant to a Resolution of its Board of Directors, duly and legally adopted, has caused these presents to be signed by its President and Secretary, and its corporate seal to be hereunto affixed this 27th day of March, 1936.
FIRST MORTGAGE SECURITY COMPANY OF CORVALLIS
By E. E. Wilson, President
I. W. Whitcomb, Secretary
On this 27th day of March, 1936, before me appeared E. E. Wilson and I. W. Whitcomb both to me personally known, who being duly sworn, did say that he, the said E. E. Wilson is the President and he, the said I. W. Whitcomb is the Secretary of the First Mortgage Security Company of Corvallis, the within named corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said E. E. Wilson and I. W. Whitcomb acknowledged said instrument to be the free act and deed of said corporation. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of March, 1936.
Notary Public for Oregon
H. J. Devenney
My commission expires Jan. 2nd 1937.
Filed for record Mar. 13, 1939 at 10:12 AM
Roy Agee County Clerk
By Eric K. B. [Signature]
Dputy
KNOW ALL MEN BY THESE PRESENTS, That on this 1st day of February 1939, RONALD E. HURST, a single man whose name also appears as R. E. Hurst, and ROSA A. HURST, a widow, hereinafter called the Mortgagee, hereby grant, bargain, sell and convey to FEDERAL LAND BANK OF OREGON, a corporation organized and existing under the Federal Farm Loan Act as amended, with its principal place of business in the city of Corvallis, Oregon, or Washington, hereinafter called the Mortgagee, the following described real estate situated in the County of Douglas, State of Oregon, to-wit:
All that part of Section One, Township Twenty-nine South, Range Five, West of the Willamette Meridian, described as follows: Beginning at the Southeast corner of the Northeast quarter of said Section One, thence East along the South line of said Northeast quarter to a point 1565 feet East of the Southwest corner of said Section, thence South 700 feet, thence West 1565 feet to the center line running through said Section, thence North 77 West 632 feet, thence North 75 West 300 feet, thence North 50 West 990 feet, thence South 80 West 470 feet, thence North 75 West 7.5 chains, more or less, to a point on the West line of said Section One, thence North along said West line to the Northeast corner of said Section One, thence East along said North line to the Northeast corner of said Section, thence South along the East line of said Section to the place of beginning.
Also, all that portion of the Northeast quarter of the Northeast quarter of the Northeast quarter of Section Two, Township Twenty-nine South, Range Five, West of the Willamette Meridian, of the center line of the creek.
Also, the Southeast quarter of Section thirty-six, Township Twenty-eight South, Range Five, West of the Willamette Meridian.
Also, beginning at the Southeast corner of the Southwest quarter of Section Thirty-six, Township Twenty-eight South, Range Five, West of the Willamette Meridian, and running thence West along Section line 5.15 chains, thence North 52 West 151 East 6.50 chains to a point on East line of said Southwest quarter, thence South 7 chains to the place of beginning.
The North Half of the Northeast quarter, and the East Half of the Northeast quarter of Section Three Township Twenty-nine South, Range Five, West of the Willamette Meridian, as same now exist over and cross said property. Subject to rights of way for roads, as same now exist over and cross said property.
Together with the tenements, hereditaments, rights, privileges and appurtenances, including private roads now or hereafter belonging to or used in connection with the above described premises; and all plumbing, lighting, heating, cooking, cooling, ventilating, elevating, watering and irrigating apparatus and other fixtures, now or hereafter belonging to or used in connection with said land; and together with all waters and water rights which are hereby declared to be appurtenant to said land; and all ditches or other conduits, rights therein and rights of way therefor, which now are or hereafter may be appurtenant to said premises or any part thereof, or used in connection therewith; and together with all of the rents, issues and profits of the mortgaged property.
To have and to hold the same with the appurtenances unto the said mortgagee, its successors and assigns forever.
This conveyance is intended as a mortgage to secure the performance of the covenants and agreements hereinafter contained, and the payment of the debt represented by one promissory note made by the Mortgagee to the order of the Mortgagee, of even date herewith for the amount of the said promissory note.

For Release of this Mortgage
See Vol. 10 Page 277

TO FEDERAL LAND BANK
RONALD E. HURST et al
#10125

WATER RESOURCES DEPT
SALEM, OREGON
JAN 19 1994

RECEIVED

(page 1 of 4)
13

528

page 2 of 4

said corporation. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this 27th day of March, 1936.

H J Deveney Notary Public for Oregon
My commission expires Jan. 2nd 1937.

Filed for record Mar. 13, 1936 at 10:12 AM
Roy Agee County Clerk
By *Elizabeth J. ...* Deputy

RONALD E HURST et al
TO
FEDERAL LAND BANK
#10125

KNOW ALL MEN BY THESE PRESENTS, that on this 1st day of February 1936, RONALD E HURST, a single man whose name also appears as R. E. Hurst and ROSA A HURST, a widow, hereinafter called the mortgagors, hereby grant, bargain, sell and convey to FEDERAL LAND BANK OF OREGON, a corporation organized and existing under the Federal Farm Loan Act as amended, with its principal place of business in the city of Eugene, Oregon, the following described real estate situated in the county of Washington, hereinafter called the mortgagor, to-wit:

All that part of Section One, Township Twenty-nine South, Range Five, West of the Willamette Meridian, described as follows: Beginning at the southeast corner of the Northeast quarter of said Section, thence West along the South line of said Northeast quarter to a point 1565 feet East of the Southwest corner of said Northeast quarter, thence South 700 feet, thence West 1565 feet to the center line running through said Section, thence North 77 West 632 feet, thence North 75 West 300 feet, thence North 50 West 990 feet, thence South 80 West 770 feet, thence North 75 West 7.5 chains, more or less, to a point on the West line of said Section One, thence North along said West line to the Northeast corner of said Section One, thence East along said North line to the Northeast corner of said Section, thence South along the East line of said Section to the place of beginning.

Also, all that portion of the Northeast Half of the Northeast quarter of the Northeast quarter of Section Two, Township Twenty-nine South, Range Five, West of the Willamette Meridian, lying Northeastly of the center line of the creek.

Also, the Southeast quarter of Section thirty-six, Township Twenty-eight South, Range Five, West of the Willamette Meridian.

Also, beginning at the Southwest corner of the Southwest quarter of Section Thirty-six, Township Twenty-eight South, Range Five, West of the Willamette Meridian, thence North 52 West 6.50 chains to a point on East line of said Southwest quarter, thence South 7 chains to the place of beginning.

The North Half of the Northeast quarter, and the East Half of the Northeast quarter of Section Three Township Twenty-nine South, Range Five, West of the Willamette Meridian.

Subject to rights of way for roads, as same now exist over and across said property.

together with the tenements, hereditaments, rights, privileges and appurtenances, including private roads now or hereafter belonging to or used in connection with the above described premises, and all plumbing, lighting, heating, cooking, cooling, ventilating, elevating, watering and irrigating apparatus and other fixtures, now or hereafter belonging to or used in connection with the above described premises, all of which are hereby declared to be appurtenant to said land and together with all waters and water rights of every kind and description and however evidenced or manifested, and all ditches or other conduits, rights therein and rights of way therefor, which now are or hereafter may be appurtenant to said premises or any part thereof, or used in connection therewith, and together with all of the rents, issues and profits of the mortgaged property.

To have and to hold the same with the appurtenances unto the said mortgagor, its successors and assigns forever.

This conveyance is intended as a mortgage to secure the performance of the covenants and agreements hereinafter contained, and the payment of the debt represented by one promissory note made by the mortgagor in the order of the mortgagee, or even date herewith, for the principal sum of twenty-seven Hundred Dollars (\$2700.00), with interest thereon from date until maturity at the rate of 7 per cent per annum, payable semi-annually, on the whole of said principal sum from time to time remaining unpaid, both principal and interest being payable to the said mortgagee at its office in the City of Spokane, State of Washington, on an amortization plan, a first payment of interest only being payable on August 1st 1936, and thereafter principal and interest being payable in 68 semi-annual installments of \$72.90 each and a final installment of \$12.72 which is due in 35 years from date hereof, unless matured sooner by extra payments on account of principal, and providing also for reasonable attorney's fees in addition to other costs in case of suit thereon. Installments not paid when due shall bear interest thereafter until paid at the rate of 8 per cent per annum.

Each of the mortgagors covenants that they are lawfully seized of said premises in fee simple, have good right and lawful authority to convey and mortgage said premises in the manner and form aforesaid, and that said premises are free from encumbrance, and each of the mortgagors shall and will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever, and this covenant shall not be defeated by any foreclosure hereof, but shall run with the land.

And each of the mortgagors further covenants and agrees: To pay all debt and money secured hereby when for any cause the same shall become due.

Not to permit the buildings on said premises to become vacant or unoccupied, not to remove or demolish or permit the removal or demolition of any buildings or improvements now or hereafter existing on said premises, not to cut or remove or permit the cutting or removal of timber from said premises except for domestic use, to maintain and cultivate the trees in a good and husbandlike manner using approved methods of preserving the fertility of the cultivated portions thereof, to keep the orchards on said land properly irrigated, cultivated, sprayed and cared for, not to commit or suffer waste of any kind whatsoever upon said premises, and not to use or permit the use of said premises for any unlawful or objectionable purpose.

Not to permit or suffer any tax, assessment, or other lien or encumbrance prior to the term of this mortgage, to exist at any time against the premises.

To procure and deliver to the mortgagee before any interest or penalty on any tax or assessment shall be levied, or any other lien or encumbrance shall be placed upon the premises, a certificate of assessment and a copy of the same, and to pay the same when due.

For Release at 10:12 AM
Mar 13 1936

begin to run or accrue, the official receipt of the proper officer showing payment thereof, if any, within a reasonable time from the date hereof in accordance with any agreement heretofore made between the parties hereto;

To keep all buildings in good repair and unceasingly insured against loss or damage by fire in any form and form and in such company or companies and in such amount as shall be satisfactory to the mortgagee to pay all premiums and charges on all such insurance when due, to deposit with the mortgagee all insurance policies whatsoever affecting the mortgaged premises, with receipts showing payment in full of all premiums and charges affecting said policies; and that all insurance whatsoever affecting the mortgaged premises shall be made payable, in case of loss, to the mortgagee, with a mortgage clause in favor of and satisfactory to the mortgagee. The mortgagee shall be entitled to receive the proceeds of any loss under any such policy which, if not used in accordance with the rules and regulations of the Land Bank Commissioner for repair or reconstruction of the buildings damaged or destroyed, may be applied by the mortgagee upon the indebtedness hereby secured in such manner as it shall elect.

If any of the mortgaged property shall be taken under right of eminent domain, the mortgagee shall be entitled to receive all compensation for the portion taken and damages to the remaining portion, to be applied by the mortgagee upon the indebtedness hereby secured in such manner as it shall elect.

Should the mortgagee be or become in default in any of the covenants or agreements herein contained then the mortgagee (whether electing to declare the this indebtedness hereby secured due and payable or not) may, at its option, perform the same in whole or in part, and all expenditures made by the mortgagee in so doing shall draw interest at the rate of 8 per cent per annum, and all such expenditures shall be immediately repayable by the mortgagee without demand, and together with interest and costs accruing thereon, shall be secured by this mortgage.

Time is material and of the essence hereof, and in case of breach of any of the covenants or agreements hereof, or if default be made in the payment of any of the sums hereby secured, or if the whole or any portion of said loan shall be expended for purposes other than those specified in the original application therefor, except by the written permission of said mortgagee given before said expenditure is made, or if title to said premises or any part thereof shall be acquired by any subsequent owner who does not assume the payment of the indebtedness secured hereby and the performance of the covenants and agreements hereof, or if said land or any portion thereof shall be hereafter included in any special assessment district, then in any such case, the balance of unpaid principal with accrued interest and all other indebtedness hereby secured, shall, at the election of the mortgagee, become immediately due without notice and this mortgage may be foreclosed; but the failure of the mortgagee to exercise such option in any one or more instances shall not be considered as a waiver or relinquishment of the right to exercise such option in case of the same or any other default, but such option shall be and remain continuously in full force and effect during the continuance of any default or condition herein specified.

In case of any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or any suit which the mortgagee may be obliged to defend or protect the lien hereof, the mortgagee agrees to pay a reasonable sum as attorney's fees, and all costs and legal expenses in connection with said suit, and further agrees to pay the reasonable costs of searching records and abstracting or insuring the title, and such sums shall be secured hereby and included in the decree of foreclosure. Upon the happening of any default hereunder or during the continuance thereof, or upon the maturity of said indebtedness for any cause, the mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, and to collect the rents, issues and profits thereof, and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured, and the mortgagee shall have the right to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises. The rents, issues and profits of said premises after default are hereby assigned and mortgaged to the mortgagee as additional security for the indebtedness herein described.

The mortgage and the note secured hereby are executed and delivered under and in accordance with the said Federal Farm Loan Act as amended, and are subject to all the terms, conditions and provisions thereof, which act is made a part hereof the same as if set out in full herein.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the mortgagees have hereunto set their hands this day and year first above written.

HONALD E. HURST
 ROSE A. HURST

I, the undersigned, a Notary Public in and for the State of Oregon, do hereby certify that on this 15th day of March 1939, personally appeared before me RONALD E. HURST a single man, whose name also appears as H. E. Hurst, and ROSE A. HURST, a widow, to me personally known to be the identical persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same freely, for the uses and purposes therein mentioned.

Witness my hand and official seal this day and year last above written.

Leon E. McClintock, Notary Public in and for the State of Oregon, residing at Roseburg, Oregon. My commission expires June 12, 1940.

The undersigned National Farm Loan Association, organized and existing under the Federal Farm Loan Act as amended, by its proper officers thereto duly authorized by resolution of its Board of Directors and pursuant to the provisions of said Act as amended, hereby endorses and becomes liable under the terms and provisions of said Act as amended, for the payment of the indebtedness secured by the within mortgage. Dated this 15th day of March 1939.

Little Creek National Farm Loan Association
 by _____ President

Filed for record Mar. 13, 1939 at 11:52 A.M.

WATER RESOURCES DEPT.
 SALEM, OREGON

JAN 19 1994

RECEIVED

13
 (page 2 of 4)

Page 529

repayable by the mortgagor without demand, and together with interest and costs accruing thereon, shall be secured by this mortgage.

Time is material and of the essence hereof; and in case of breach of any of the covenants or agreements hereof, or if default be made in the payment of any of the sums hereby secured, or if the whole or any portion of said loan shall be expended for purposes other than those specified in the original application therefor, except by the written permission of said mortgagee given before said expenditure is made, or if title to said premises or any part thereof shall be acquired by any subsequent owner who does not assume the payment of the indebtedness secured hereby and the performance of the covenants and agreements hereof, or if said land or any portion thereof shall be hereafter included in any special assessment district, then in any such case, the balance of unpaid principal with accrued interest and all other indebtedness hereby secured, shall, at the election of the mortgagee, become immediately due without notice and this mortgage may be foreclosed, but the failure of the mortgagee to exercise such option in any one or more instances shall not be considered as a waiver or relinquishment of the right to exercise such option in case of the same or any other default, but such option shall be and remain continuously in full force and effect during the continuance of any default or condition herein specified.

In case of any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or any suit which the mortgagee may be obliged to defend to effect or protect the lien hereof, the mortgagors agree to pay a reasonable sum as attorney's fees, and all costs and legal expenses in connection with said suit, and further agree to pay the reasonable costs of searching records and abstracting or insuring the title, and such sums shall be secured hereby and included in the decree of foreclosure, upon the happening of any default hereunder or during the continuance thereof, or upon the maturity of said indebtedness for any cause, the mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, and to collect the rents, issues and profits thereof, and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured, and the mortgagee shall have the right to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises. The rents, issues and profits of said premises after default are hereby assigned and mortgaged to the mortgagee as additional security for the indebtedness herein described.

The mortgage and the note secured hereby are executed and delivered under and in accordance with the said Federal Farm Loan Act as amended, and are subject to all the terms, conditions and provisions thereof, which act is made a part hereof the same as if set out in full hereinafter. The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the mortgagors have hereunto set their hands the day and year first above written.
Donald E Hurst
Rose A Hurst

STATE OF OREGON)
County of Douglas) ss
I, the undersigned, a Notary Public in and for the State of Oregon, do hereby certify that on this 11th day of March 1939, personally appeared me RONALD E HURST a single man, whose name also appears as R E HURST and ROSA A HURST, a widow, of Myrtle Creek, and acknowledged to me that they executed the same freely, for the uses and purposes therein mentioned. WITNESS my hand and official seal the day and year last above written.
Leon E McClintock Notary Public in and for the State of Oregon, residing at Roseburg, Oregon.
My commission expires June 12, 1940.

The undersigned National Farm Loan Association, organized and existing under the Federal Farm Loan Act as amended, by its proper officers thereunto duly authorized by resolution of its Board of Directors duly adopted and pursuant to the provisions of said Act as amended, hereby endorses and becomes liable under the terms and provisions of said Act as amended, for the payment of the indebtedness secured by the within mortgage. Dated this 11th day of March 1939.

National Farm Loan Association
Myrtle Creek National Farm Loan Association
By _____ President
Attest: M B Green Secretary
Roy Agnes County Clerk
Filed for record Mar. 13, 1939 at 11:52 A M
V63295
FARM MORTGAGE
TO DONALD E HURST et al
LAW BANK COMMISSIONER #10126

along the East line of said Section to the place of beginning.
said Section One, thence East along said North line to the Northeast corner of said Section, thence South
point on the West line of said Section One, thence North along said West line to the Northeast corner of
391 West 990 feet, thence South 714 feet, thence North 714 feet, thence West 714 feet, thence East 714 feet, thence
through said Section, thence North 714 feet, thence South 714 feet, thence West 714 feet, thence East 714 feet, thence
nor of said Northwest quarter, thence North 714 feet, thence South 714 feet, thence West 714 feet, thence East 714 feet, thence
thence West along the South line of said North line of said Northwest quarter, thence North 714 feet to the center line running
tion, described as follows: Beginning at the southeast corner of the Northeast quarter of said Section,
All that part of Section One, Township Twenty-nine South, Range Five, East of the Willamette Meri-
in the County of Douglas, State of Oregon, to wit:
do hereby grant, bargain, sell, and convey to the mortgagors, the following described real property situated
That in consideration of a loan to the mortgagors, advanced as hereinafter described, the mortgagors
Washington, mortgagee, WITNESSETH:
Emergency Farm Mortgage Act of 1933, at his office and place of business in the City of Spokane, State of
mortgagors, to the LAND BANK COMMISSIONER, acting pursuant to Part 3 of the Act of Congress known as the
appears as R E HURST and ROSA A HURST, a widow, of Myrtle Creek, in the County of Douglas, State of Oregon,
THIS MORTGAGE, made this 11th day of February 1939, by RONALD E HURST, a single man, whose name also
FARM MORTGAGE
V63295
TO DONALD E HURST et al
LAW BANK COMMISSIONER #10126

57
56
55

Also, all that portion of the Northeast quarter of the Northeast quarter of Section Two, Township Twenty-nine South, Range Five, West of the center line of the Creek; Also, the Southeast quarter of Section Thirty-six, Township Twenty-eight South, Range Five, West of the center line of the Creek; Also, beginning at the southeast corner of Section Thirty-six Township Twenty-eight South, Range Five, West of the Willamette Meridian, thence North 52° 15' East 6.50 chains to a point on East line of said Southwest quarter, thence South 7 chains to the place of beginning. The North Half of the Northeast quarter, and the East Half of the Northwest Quarter of Section Three, Township Twenty-nine South, Range Five, West of the Willamette Meridian. Subject to rights of way for roads, as same now exist over and across said property. Together with the tenements, hereditaments, rights, privileges, and appurtenances, now or hereafter belonging, to or used in connection with the above described premises, and all plumbing, lighting, heating, cooking, cooling, ventilating, elevating, watering and irrigating apparatus and fixtures, now or hereafter belonging, to or used in connection with the above described premises, and together with all waters and water rights of every kind and description and however evidenced or manifested, which now or hereafter may be appurtenant to said premises or any part thereof, or incident to the ownership thereof, or any part thereof or used in connection therewith; and together with all of the rents, issues and profits of the mortgaged property. This conveyance is intended as a mortgage and is given as security for the performance of the covenants hereinafter contained and for payment to the mortgagee at his (the Commissioner's) office in the City of Spokane, State of Washington, of the debt evidenced by one promissory note executed by the mortgagee to the principal sum of \$1100.00, together with interest thereon at the rate of five per cent per annum from the date hereof until paid, payable semi-annually on the whole of said principal sum from time to time remaining unpaid; the principal sum being due in semi-annual installments of \$27.50 each, beginning on February 1st 1970 the last of such installments due on August 1st 1999; the mortgagee having the privilege of paying at any time one or more installments of principal or the entire unpaid balance of said principal sum; said note providing for the payment of a reasonable attorney's fee in addition to other costs of suit thereon, and further providing that principal payments in addition to those therein contracted to be made shall operate to discharge the debt evidenced thereby at an earlier date and shall not reduce the amount or defer the due date of any installment of principal thereon provided that they are lawfully seized of said premises in fee simple, have good right and lawful authority to convey and mortgage said premises in the manner and form as aforesaid, and that said premises are free from encumbrances, except as herein stated, and each of the mortgagees shall and will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever and this covenant shall not be extinguished by any foreclosure hereof, but shall run with the land. And each of the mortgagees further covenants and agrees: To pay all debts and moneys secured hereby, when from any cause the same shall become due; Not to part or suffer any lien or encumbrance except as hereinafter provided prior to the lien of this mortgage or any charge which may ripen into a lien against said premises to exist against the same; To pay all taxes and assessments upon said premises and all sums becoming due under any prior mortgage or mortgages to which this mortgage is made junior as hereinafter provided before the same become delinquent and to procure and deliver to the mortgagee before any interest or penalty thereon shall begin to run or accrue, the official receipt of the proper officer or person showing payment thereof; Not to part or permit the buildings on said premises to become vacant or unoccupied; not to remove or demolish or permit the removal or demolition of said buildings or improvements; not to cut or remove or permit the cutting or removal of timber from said premises except for domestic uses; to maintain and cultivate the premises in a good and husbandlike manner; to keep the orchards on said land properly irrigated, cultivated, sprayed and cared for; and not to commit or suffer waste of any kind whatsoever upon said premises; To complete all buildings in course of construction or about to be constructed thereon within a reasonable time from the date hereof in accordance with the agreement heretofore made between the parties heretofore. To keep all buildings in good repair and unceasingly insured against loss or damage by fire in manner and form satisfactory to the mortgagee, and in a company or companies to be approved by the mortgagee. In such sums shall be approved by the mortgagee; to pay all premiums and charges on all such insurance when due; to deposit with the mortgagee all insurance policies whatsoever affecting the mortgaged premises, with receipts showing payment in full of all premiums and charges affecting said policies; and that all insurance whatsoever affecting the mortgaged premises shall be made payable, in case of loss, to the mortgagee in settlement of an insured loss may be applied at his option to discharge such portion of the indebtedness secured hereby as he shall determine or to rebuilding or restoring the premises. To expend all moneys loaned to the mortgagee and secured by this mortgage only for the purposes set out in the original application for this loan, unless the mortgagee shall otherwise consent in writing. Should the mortgagee be or become in default in any of the foregoing covenants or agreements, then the mortgagee (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may at his option perform the same in whole or in part; and all expenditures made by the mortgagee in so doing, or under any of the covenants or agreements herein, shall draw interest at the rate of five per cent per annum, and shall be repayable immediately by the mortgagee without demand, and, together with interest and costs accruing thereon, shall be secured by this mortgage.

RECEIVED
 JAN 19 1994
 WATER RESOURCES DEPT.
 SALEM, OREGON

Page 13
 (384)

Page 530

the order of the mortgage of even date herewith, for the principal sum of \$1100.00, together with interest thereon at the rate of five per cent per annum from the date hereof until paid, payable semi-annually on August 1st 1959, the mortgage having the privilege of paying at any time one or more installments of annual installments of \$27.50 each, beginning on February 1st 1960 the last of such installments being due the whole of said principal sum from time to time remaining unpaid; the principal sum being due in semi-principal installments of \$27.50 each, beginning on February 1st 1960 the last of such installments being due on August 1st 1959; the mortgage having the privilege of paying at any time one or more installments of reasonable attorney's fee in addition to other costs of suit thereon, and further providing that principal payments in addition to those therein contracted to be made shall operate to discharge the debt evidenced thereby at an earlier date and shall not reduce the amount or defer the date of any installment of principal thereon provided.

Each of the mortgage covenants that they are lawfully seized of said premises in fee simple, have good right and lawful authority to convey and mortgage said premises in the manner and form as aforesaid, and will warrant and defend the same forever against the lawful claims and demands of all persons whatsoever and this covenant shall not be extinguished by any foreclosure hereof, but shall run with the land.

And each of the mortgagors further covenants and agrees to pay all debts and monies secured hereby, when from any cause the same shall become due; Not to permit or suffer any lien or encumbrance except as hereinafter provided prior to the time of this mortgage or any charge which may be imposed upon said premises to exist against the same; to pay all taxes and assessments upon said premises and all sums becoming due under any prior mortgage to procure and deliver to the mortgagee before any interest or penalty thereon shall begin to run or accrue, the official receipt of the proper officer or person showing payment thereof; Not to remove or demolish or permit the buildings on said premises to become vacant or unoccupied; not to remove or demolish or permit the cutting or removal of said buildings or improvements, not to cut or remove or permit the cutting or removal of timber from said premises except for domestic uses, to maintain and cultivate the premises in a good and husbandlike manner; to keep the premises in good and proper repair, cultivated, mowed, sprayed and cared for; and not to commit or suffer waste of any kind whatsoever upon said premises; To complete all buildings in course of construction or about to be constructed thereon within a reasonable time from the date hereof in accordance with the agreement heretofore made between the parties heretofore;

To keep all buildings in good repair and unceasingly insured against loss or damage by fire in manner and form satisfactory to the mortgagee, and in a company or companies to be approved by the mortgagee; in such sum as shall be approved by the mortgagee; to pay all premiums and charges on all such insurance when due; to deposit with the mortgagee all insurance policies whatsoever affecting the mortgaged premises with receipts showing payment in full of all premiums and charges affecting said policies; and that all insurance whatsoever affecting the mortgaged premises shall be made payable, in case of loss, to the mortgagee in settlement of an insured loss may be applied at his option to discharge the mortgagee such portion of the indebtedness cured hereby as he shall designate or to rebuilding or restoring the premises.

To expend all money loaned to the mortgagor and secured by this mortgage only for the purposes set out in the original application for this loan, unless the mortgagee shall otherwise consent in writing. Should the mortgagee be or become in default in any of the foregoing covenants or agreements, then the mortgagee (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may at his option perform the same in whole or in part; and all expenditures made by the mortgagee in so doing, or under any of the covenants or agreements herein, shall draw interest at the rate of five per cent per annum, and shall be repayable immediately by the mortgagor without demand, and, together with interest and costs accruing thereon, shall be secured by this mortgage.

If any of the mortgaged property shall be taken under right of eminent domain all compensation for the portion taken and damages to the remaining portion shall be paid to the mortgagee to be applied upon such portion of the indebtedness secured hereby as he shall designate.

The fee material and of the essence hereof and in case of breach of any of the covenants hereof or if default be made in the payment of any of the sums hereby secured or in the performance of any of the covenants and agreements herein contained, then, in any such case, the balance of unpaid principal with accrued interest and all other indebtedness hereby secured, shall, at the election of the mortgagee become due immediately the without notice and this mortgage may be foreclosed; but the failure of the mortgagee to exercise such option in any one or more instances shall not be considered as a waiver or relinquishment of the right to exercise such option in case of any default, but such option shall be and remain continuously in full force and effect.

In any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or in any suit which the mortgagee may be obliged to prosecute or defend to effect or protect the curing and included in the decree of foreclosure, in connection with said suit, and such sums shall be secured hereby and included in the decree of foreclosure.

Upon maturity of said indebtedness for any cause, the mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, and to collect the rents, issues and profits thereon, and apply the same, less reasonable costs of collection, upon the indebtedness hereby secured, and profits of the mortgagee shall have the right to the appointment of a receiver to collect the rents, issues and profits of the mortgaged premises. The rents, issues and profits from said premises after default are hereby assigned and mortgaged to the mortgagee as additional security for the indebtedness herein described. Each of the mortgagors and covenants herein shall be binding upon all successors in interest of each of the mortgagors, and each shall have the benefit of any successors in interest of the mortgagee.

This mortgage and the note secured hereunder were executed and delivered under and in accordance with the Act of Congress entitled "The National Real Estate Mortgage Act of 1933", and any amendments thereto, and

By _____ Deputy
Filed for record Mar. 13, 1939 at 2:28 PM
Ray Agee County Clerk

(seal)
Leon E McClintock Notary Public for Oregon
My commission expires June 12, 1940

STATE OF OREGON)
COUNTY OF DOUGLAS)
On this 17th day of January, 1939, before the undersigned, a notary public in and for said county and state, personally appeared G V Wimbury, who is the duly sworn attorney for said corporation, and that the seal of said corporation is the Douglas National Bank of Roseburg, and that the said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of the Board of Directors and said G V Wimbury and H W Booth, both acknowledged said instrument to be the true and correct instrument. I have hereunto set my hand and official seal this 17th day of January, 1939, at Roseburg, Oregon.
Attest H W Booth
Clerk
By G V Wimbury
Vice President
THE DOUGLAS NATIONAL BANK OF ROSEBURG
Corporate seal

DOUGLAS NATIONAL BANK TO C M VERMILION et ux #10130

By _____ Deputy
Filed for record Mar. 13, 1939 at 11:54 AM
Ray Agee County Clerk

(seal)
Leon E McClintock Notary Public in and for the State of Oregon, residing at Roseburg, Oregon.
My commission expires June 12, 1940

STATE OF OREGON)
COUNTY OF DOUGLAS)
I, the undersigned, a Notary Public in and for the State of Oregon, do hereby certify that on the 11th day of March 1939, personally appeared before me Ronald E Hurst, a single man, whose name also appears as R E Hurst and Rosa A Hurst, a widow, to me personally known to be the identical persons described in and who executed the foregoing instrument, and acknowledged to me that they executed the same freely, for the uses and purposes therein mentioned. WITNESS my hand and official seal the day and year last above written.
Ronald E Hurst
Rosa A Hurst

and are subject to all the terms, conditions and provisions thereof, which act is made a part hereof. The taking of other and additional security for the indebtedness hereby secured shall not operate as a waiver of relinquishment of the lien hereby created in whole or in part.

IN WITNESS WHEREOF, the mortgagee have hereunto set their hands and seals the day and year first above written.
is situated.
sum of \$2700.00 dated February 1st 1939, now of record in the proper office of the county where said land is situated.
This mortgage is junior to a mortgage to The Federal Land Bank of Spokane, a corporation, in the amount of \$2700.00 dated February 1st 1939, now of record in the proper office of the county where said land is situated.

RECEIVED
JAN 19 1939
WATER RESOURCES DEPT
SALEM, OREGON

(484)
13

Document No.

RELEASE OF MORTGAGE

TO Mortgagee

Mortgagor

STATE OF Oregon

County of Douglas

I hereby certify that the within instrument was filed for record in the office of

the County Clerk of said County

on the 2 day of May

A.D. 1947, at 2:10 o'clock and minutes P.M., at the request

of And recorded in Book 70 of Mortgages

on page 279 ROY AGEE

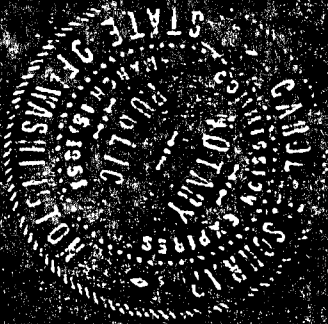
County Clerk

By Harry A. Spanglin Deputy

Recorded on 19

Mail to

Form F.L.B. 365 (Rev. 3-43)



Approved as to Form

My commission expires MAR 15 1951

Notary Public, residing at Spokane, Washington.

Harry A. Spanglin

WITNESS my hand and notarial seal the day and year last above written.

the corporate seal of said corporation. them mentioned, and on oath stated that he was authorized to execute said instrument, and that the seal affixed as edged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes to me known to be Vice-President of the Corporation that executed the within and foregoing instrument, and acknowledged the above named County and State, personally appeared.

On this 25th day of April, 1947, before me, a Notary Public in and

STATE OF WASHINGTON, COUNTY OF SPOKANE.



Attest: A. W. Behrens, Assistant Secretary

By: THE FEDERAL LAND BANK OF SPOKANE, Vice President

THE FEDERAL LAND BANK OF SPOKANE

to be affixed the 25th day of April 1947

IN TESTIMONY WHEREOF, said corporation has caused its name to be signed hereto and its corporate seal together with the debt thereby secured, is fully paid and discharged.

in the office of County Clerk of Douglas County, Oregon

Bank of Spokane, a corporation, and recorded on page 528 of Book 52

February 1st 1939, executed by Ronald E. Bursst, et al

The undersigned, The Federal Land Bank of Spokane, a corporation, hereby certifies that the mortgage dated

RELEASE OF MORTGAGE

Loan No. 56711

THURSTON SURVEYING
3933 Rio Vista Way
Klamath Falls, Oregon 97603
(503) 883-7729

RECEIVED

AUG - 2 1993

WATER RESOURCES DEPT.
SALEM, OREGON

DON KNAUER
ADULTICATION SPECIALIST
OREGON WATER RESOURCES DEPARTMENT
3850 PORTLAND RD NE
SALEM, OR 97310

RE: SWR-555

LEORA WITT
3246 BIGGER CREEK RD
MYRTLE CREEK, OR 97457

DEAR DON,

PLEASE FIND 4 COPIES OF THE CORRECTED WATER RIGHTS
APPLICATION MAP FOR MR & MRS WITT. I REGRET THE
ERROR IN THE "BENEFICIAL USE" TYPE TITLE. I MIS UNDERSTOOD
WHAT APPLICATION THEY INTENDED TO FILE.

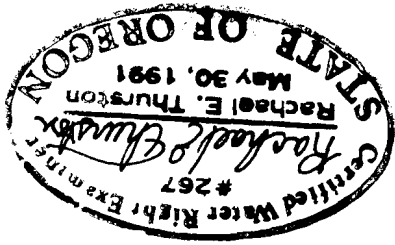
PLEASE ADVISE ME IF YOU NEED FURTHER INFORMATION

THANK YOU,

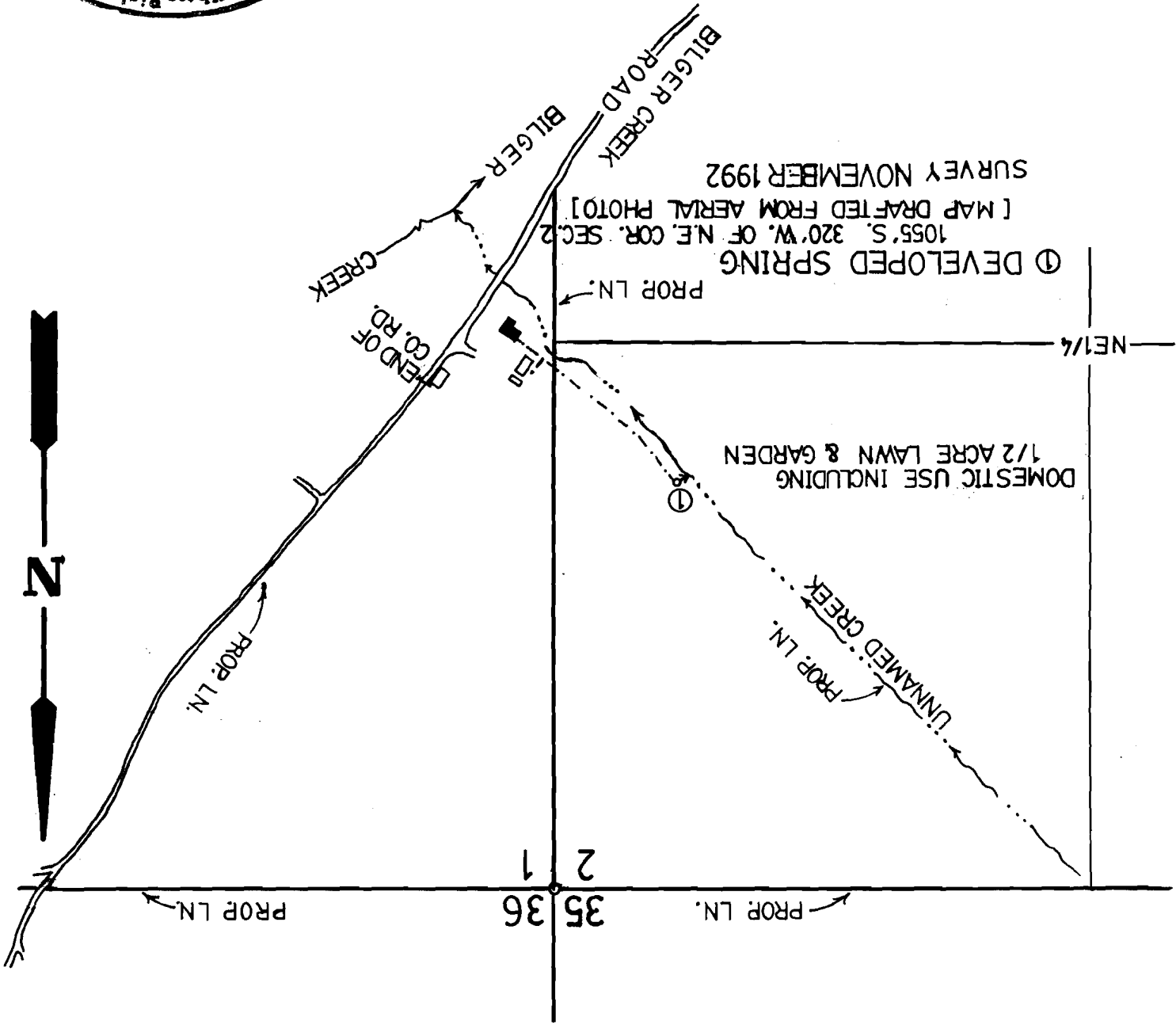
Richard E Thurston

RACHAEL E THURSTON, PLS, CURE

CC: MR & MRS. WITT



THIS MAP IS FOR THE PURPOSE OF LOCATING A WATER RIGHT ONLY AND NOT INTENDED TO PROVIDE LEGAL DIMENSIONS OR LOCATIONS OF PROPERTY OWNERSHIP LINES.



RECEIVED
AUG - 2 1993
WA. SALEM, OREGON

SCALE 1" = 400'

T.29S., R.5W., W.B.&M.

PRE-1909 WATER RIGHTS MAP
LES & LEORA WITT

June 29, 1993



WATER RESOURCES DEPARTMENT

RECEIVED

AUG - 2 1993

WATER RESOURCES DEPT. SALEM, OREGON

LEBORA WITT
33246 BILGER CR RD
MYRTLE CREEK OR 97457

RE: SWR-555

Dear Mrs Witt,

This will acknowledge the receipt of a copy of an application map. I will add the map to your file. You should be aware that an application map does not satisfy the requirements for a map to support a pre-1909 vested water right claim. The Statutes and Administrative Rule requirements are quite different between application maps and maps to support a pre-1909 vested water right claim.

A Certified Water Right Examiner must prepare the map in accordance with the applicable requirements. We cannot process your claim until we receive the required map. If you have any questions, please give me a call.

Sincerely,

Don Knauer
Adjudication Specialist

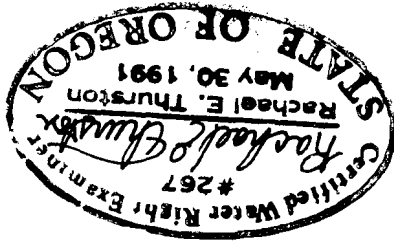
cc: Rachael Thruston

j:\w\le151swr-0555.002

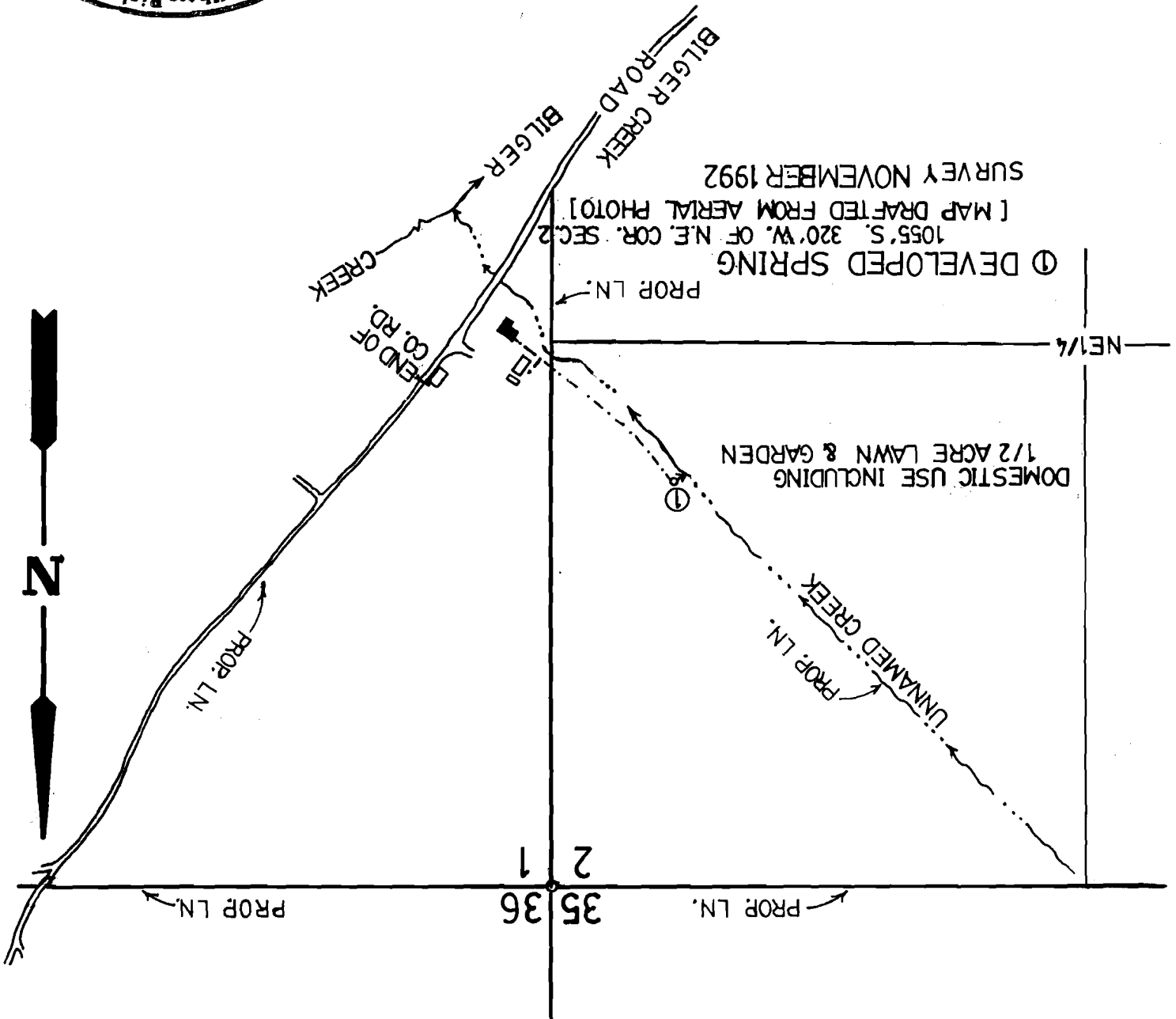
As per telephone conversation July
1. THE 1909 WATER RIGHTS MAP
on similar Title - probably just re work MYLAN
- Will send copy of CHECKLIST
2. TIME PASS BOOK SEND REQUEST
IN WAITING w/ CR \$20.00



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



THIS MAP IS FOR THE PURPOSE OF LOCATING A WATER RIGHT ONLY AND NOT INTENDED TO PROVIDE LEGAL DIMENSIONS OR LOCATIONS OF PROPERTY OWNERSHIP LINES.



① DEVELOPED SPRING
 1055' S. 320' W. OF N.E. COR. SEC. 2
 [MAP DRAFTED FROM AERIAL PHOTO]
 SURVEY NOVEMBER 1992

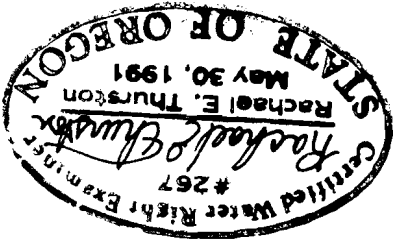
DOMESTIC USE INCLUDING
 1/2 ACRE LAWN & GARDEN

SCALE 1" = 400'

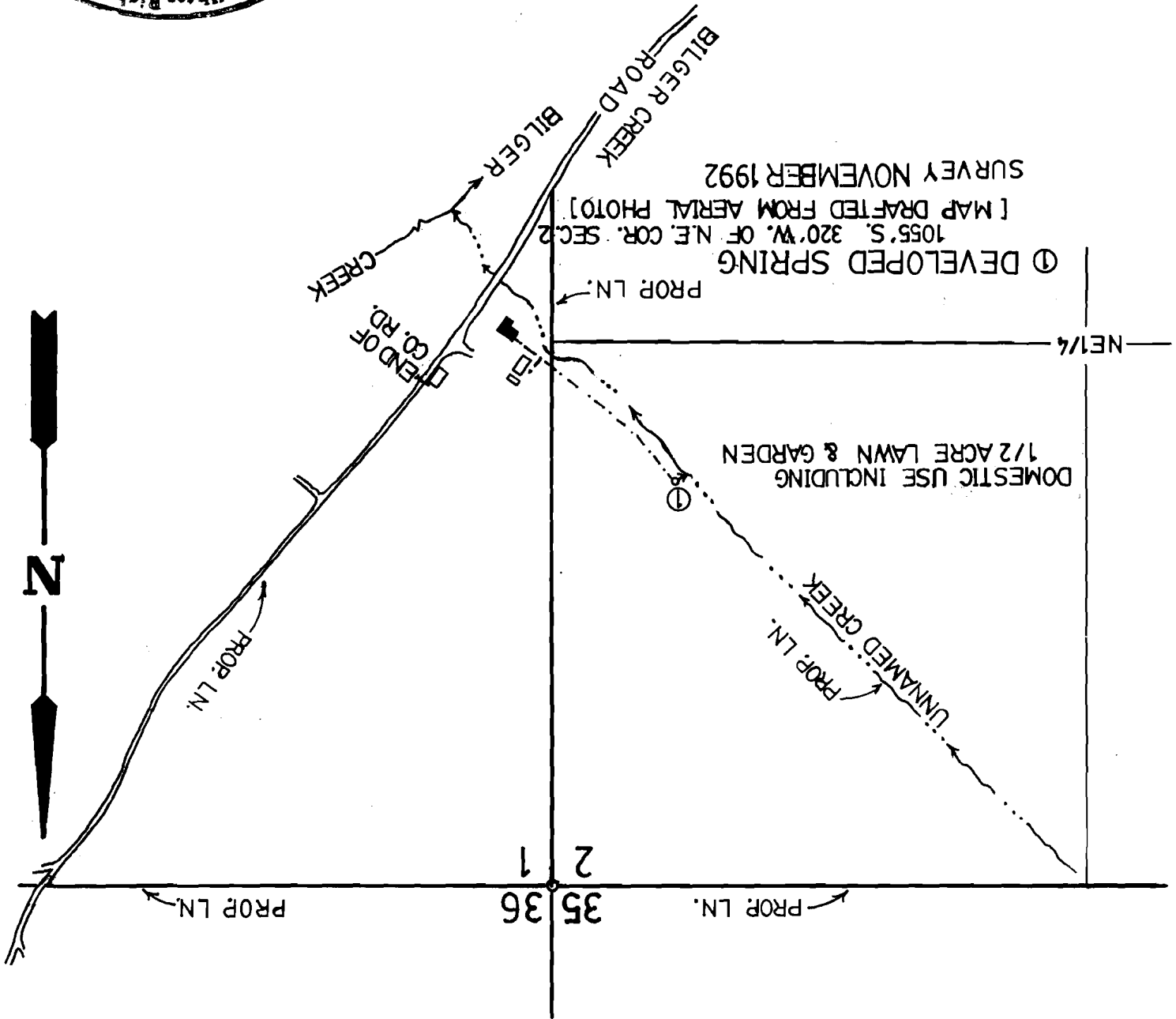
T.29S., R.5W., W.B.&M.

PRE-1909 WATER RIGHTS MAP
 LES & LEORA WITT

RECEIVED
 AUG - 2 1993
 WATER RESOURCES
 SALEM, OREGON



THIS MAP IS FOR THE PURPOSE OF LOCATING A WATER RIGHT ONLY AND NOT INTENDED TO PROVIDE LEGAL DIMENSIONS OR LOCATIONS OF PROPERTY OWNERSHIP LINES.



SCALE 1" = 400'

T.29S., R.5W., W.B. & M.

PRE-1909 WATER RIGHTS MAP
 LES & LEORA WITT

AUG - 2 1993

WATER RESOURCES DEPT.
 SALEM, OREGON

REVIEW

June 25, 1993

Dwight FRENCH

Adjudication Section
3850 Fortland Road NE
SALEM, OR 97310

Dear Mr. French:

In reply to your letter concerning
the CURR. I have a map prepared
by Rachael Thurston, 3933 Rio Vista
Way, Klamath Falls, OR 97603.

I am enclosing a copy of the map. That
was done for application. The watermasters
office said we did not have to include
this with our papers before.

Thank you.

Sincerely,

Lee Oha West

3246 Bigger Creek Road
Myrtle Creek, OR 97457

ENC.

RE: SWR-555

RECEIVED

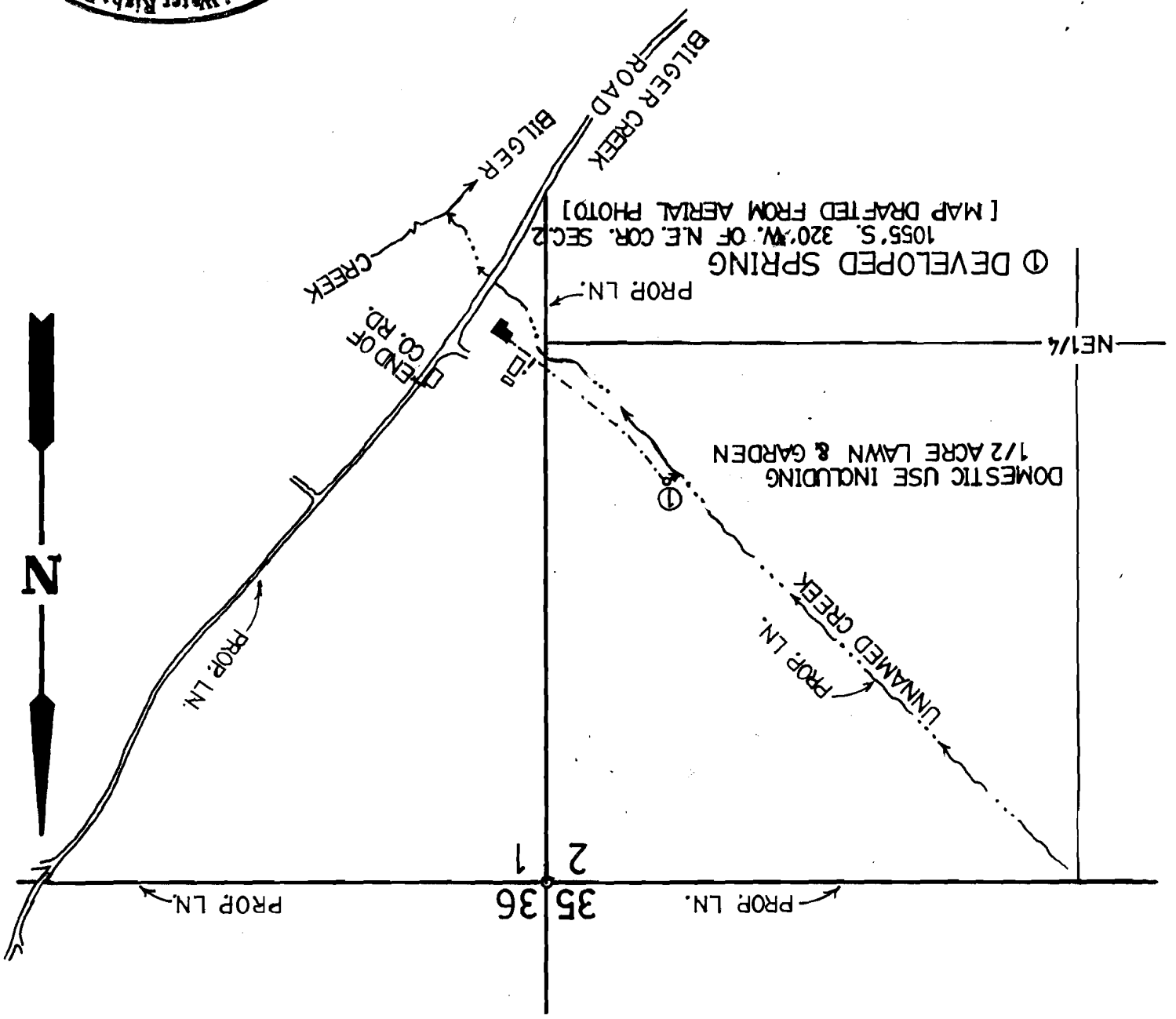
JUN 29 1993

WATER RESOURCES DEPT.
SALEM, OREGON

Handwritten scribble



THIS MAP IS FOR THE PURPOSE OF LOCATING A WATER RIGHT ONLY AND NOT INTENDED TO PROVIDE LEGAL DIMENSIONS OR LOCATIONS OF PROPERTY OWNERSHIP LINES.



SCALE 1" = 400'

T.29S., R.5W., W.B.&M.

LES & LEORA WITT

APPLICATION MAP

JUN 29 1993

RECEIVED

WATER RESOURCES DEPT. SALEM, OREGON

August 2, 1996

Oregon Water Resources Department
Attn: Don Knauer
3850 Portland Road NE
Salem, Oregon 97310

RECEIVED

AUG - 5 1996

WATER RESOURCES DEPT.
SALEM, OREGON

RE: SWR-555

Dear Mr. Knauer:

Am enclosing 2 sets (4 pages) of additional papers for this file.

The time frame required for receiving the original certificate was completed and issued in 1869 - but not registered at the courthouse until 1881. And had already been sold in 1877. Guess time had different meanings in those days!

Our place was in several separations through the years, started in deeds by one set of parties and later changed hands by heirs due to shorter life spans, I guess. Some parts of our property was in and out - of related party transactions mixed with others - has made it difficult to trace.

I really hope this adds needed information.

Thank you very much.

Lee Ora V. Witt

3246 Bilger Creek Road
Myrtle Creek, OR 97457
(541) 863-5386

Vol. 9
Page 74

the day of the year in this part of the world
written
The Peace Justice of the Peace
Residence of 15 1572 & 1573
L. L. Williams Co. Clk.

Joseph Ferguson
Do
S. M. Brown

This instrument sets
forth that Joseph Ferguson
brother wife Fannie
Ferguson his wife for

the consideration of One hundred dollars
to them said Fannie Ferguson wife of her
and by their parents do bargain sell and
convey unto George H. Brewer the fol-
lowing described premises to wit: The
North East Quarter (1/4) of the South West
Quarter (1/4) of Section Thirty six (36)
Township 28 South of Range 5 West Con-
taining 40 acres more or less, also part
of the North East Quarter (1/4) of the North
East Quarter (1/4) of Section two (2) Township
29 South of Range five (5) West Commencing
at the North East Corner of said Section, thence
North Eighty (80) rods more or less into Creek
thence down the Creek in the direction of
Main Channel in a South East direction
to a point which four rods west of the
Section line between Sections One and two
of Township 29 South of Range 5 West
thence to a point four rods South of
the Creek on said Section line, thence
North to place of beginning containing
40 acres more or less. In presence and to wit
the said premises with their appurtenances
unto the said George H. Brewer his heirs and
assigns forever, And the said Joseph
Ferguson does hereby covenant to and
with the said George H. Brewer his heirs
and assigns that he is the owner in fee
simple of said premises, that they are
free from all incumbrances, and that
he will warrant and defend the same

SALEM OREGON

WATER RESOURCES DEPT.

AUG - 5 1996

RECEIVED

Judge all lawful claims & demands
for Wages & other claims set out here
and there this 26th day of May A.D. 1844

None in presence of Joseph Ferguson (Seal)
Louisa Ferguson (Seal)
Martin Puckoff (Seal)

RECEIVED

AUG - 5 189

WATER RESOURCE
SALEM, OREG

State of Oregon
County of Douglas
Cardinal
day of May A.D. 1844
I, the undersigned Justice of the
Peace in and for said County do
hereby certify that Joseph Ferguson and
Louisa Ferguson being wife of
said Joseph Ferguson are persons
described in and who executed the
foregoing conveyance and actual
copies of same which are in the
possession of the said Joseph
Ferguson and Louisa Ferguson in
separation, Separation and apart from
each other, acknowledging to me
that they executed the same
and without fear or compulsion
from any one and that said
Joseph Ferguson and Louisa Ferguson
are the day and year in the
Certificate above written

Martin Puckoff
Justice of the Peace

Received & attested this 30th 1844

Received 19th 1844
L. S. Williams
County Clerk

RECEIVED

AUG - 549966
WATER RESOURCES DEPT
SALEM, OREGON

... laws, and decisions of Courts, and also subject
the right of the proprietor, of a man or individual, to
and receive, his or therefrom, should be the same
power to penetrate or intrude the premises here
as provided by law - In Testimony Whereof,
B. Grant President of the United States of America
have caused these Letters to be made Patent and the
Seal of the General Land Office to be hereunto affixed:
Given under my hand at the City of Washington, the
twenty-fifth day of October, in the year of our Lord one
thousand eight hundred and seventy-two, and of the
independence of the United States the Ninety-seventh -

By the President, M. S. Grant.
By S. D. Williamson Secretary

Received in L. D. No. 121 - C. B. Baunton, Auditor of the General Land Office

received June 10 - 1881

To W. H. Shuman & Co. By W. F. Wright Esq.

Vol. 1
Page 134

The United States of America.
To all to whom these presents shall come, Greeting,
Joseph Ledgewood, Certificate No 1727: Whereas, Joseph
Ledgewood of Douglas County Oregon, has deposited in
the General Land Office of the United States a Certi-
ficate of the Register of the Land Office at Wash-
ington whereby it appears that full Payment has been made for
the said Joseph Ledgewood according to the provisions of
the act of Congress of the 24th of April 1820, entitled
"in aid making further provision for the sale of the public

AUG - 5 1996

WATER RESOURCES DEPT.
SALEM, OREGON

lands." for the North West quarter of the North West quarter
of Section One, and the East half of the North East quarter of
of Section Two, in Township Twenty nine South of Range Four
West, in the district of lands subject to sale at Roseburg, Oregon
containing One hundred and twenty two acres and forty seven
hundredths of an acre, according to the Official Plat of
the survey of the said lands, returned to the General Land
Office by the Surveyor General, which said Towns have been
incorporated by the said Surveyor General, and under the
That the United States of America, in consideration of
the premises, and in conformity with the several acts of
Congress in such case made and provided - do hereby sell and
convey, and by these presents do give and grant, unto the
said Joseph L. Lohmeyer and in his heirs the tract of land
above described to have and to hold the same, together
with all the rights, privileges, immunities, and advantages
of whatsoever nature therein belonging, unto the said
Joseph Lohmeyer and to his heirs and assigns forever.
In Testimony whereof, I, James S. Smith, President of the
United States of America, have caused these letters to be made
Public, and the Seal of the General Land Office to be hereunto
affixed - Given under my hand, at the City of Washington
the sixth day of May, in the year of our Lord one thousand
eight hundred and sixty nine, and of the Independence
of the United States the thirtieth -

By the President J. S. Smith.

By J. M. Bennett, Secretary

J. M. Bennett, Secretary of the General Land Office

Received July 10 1869

Received July 10 1869
J. H. Schindler & Co. By W. H. Knight Deputy

United States, The United States of America -

SURFACE WATER REGISTRATION CHECKLIST

(received after July 18, 1990)

CHECK BASIN MAP DNF NAME Umpqua # 16 UNADJUDICATED AREA ? OK DNF
RECEIPT # 96030 S W R NUMBER 555
CHECK ENCLOSURES DNF PRELIMINARY DATA BASE ENTRY DNF
ACKNOWLEDGEMENT LETTER DNF ENTER ON STREAM INDEX _____
CHECK QUADRANGLE MAP _____ CHECK GLO PLATS _____
WATERMASTER CHECKLIST _____ PUBLIC NOTICE PUBLICATION SCSN

FORM REVIEW

_____ blanks filled in
_____ signed
_____ date received stamped

MAP REVIEW

#14 ✓ source and trib
✓ diversion point location
✓ conveyances (pipes, ditch, etc.)
_____ place of use _____ 1/16" lines
✓ scale
✓ township, range, section
✓ north arrow
✓ CWRE stamp
✓ disclaimer
_____ date survey was performed
#12 ✓ P.O.B. of survey
_____ dimensions and capacity of diversion system
#14 ✓ "beneficial use" type title
_____ "permanent-quality" paper

WATER RIGHT RECORD CHECK _____ FIELD INSPECTION _____
FINAL FILE REVIEW _____ FINAL DATA BASE ENTRY _____
ENTER ON PLAT CARDS _____

February 28, 1994

LEE ORA WITT
3246 BILGER CR RD
MYRTLE CR OR 97457

re: SWR-555

Dear Ms Witt,

This will acknowledge the statement of Jesse Johnson you submitted as evidence to your pre-1909 vested water right. I have added the statement to your file for future review. If you have any questions, please give me a call. The toll free number is 1-800-624-3199.

Sincerely,



Don Knauer
Adjudication Specialist

j:\wslcl\swr-0555.006



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

February 15, 1994

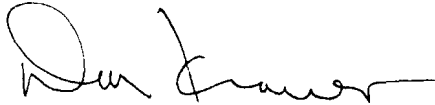
RACHAEL THURSTON
3933 RIO VISTA WAY
KLAMATH FALLS OR 97603

RE: SWR-555

Dear Ms Thurston,

This will acknowledge the receipt of map to support the pre-1909 vested water right claim in the name of LES & LEEORA WITT you returned with corrections and completions. I have added the map to the file. Thank you for your attention to this matter. If you have any questions, please give me a call. The toll free number is 1-800-624-3199.

Sincerely,



Don Knauer
Adjudication Specialist

J:\W\SI\SI\SWR-0555.005



December 30, 1993

WATER
RESOURCES
DEPARTMENT

RACHAEL E. THURSTON
2557 ALTAMONT DR
KLAMATH FALLS OR 97603

RE: File# SWR-555

DEAR RACHAEL E. THURSTON,

The Water Resources Department (WRD) received a little over 600 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 returning the map you prepared for LeeOra V. Witt. 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.

- | | |
|------------------------|---|
| ✓ place of use (¼ ¼) | ORS 539.240 (2) (d) (B) "The location of place of use by quarter-quarter section..." |
| ✓ diversion point size | OAR 690-28-025-(4)-(c) "The dimensions and capacity of any existing diversion systems." |
| ✓ paper | OAR 690-14-170-1 "...in ink on permanent-quality linen or 0.003-inch mylar..." |



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

I am enclosing a copy of the checklist and claim to beneficial use report information used by the adjudication section. You may find it useful in preparing the required map and information. Many Certified Water Right Examiners have seen these and are using them.

You must return the map before the claim can be processed. If you cannot have the map 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,

A handwritten signature in black ink, appearing to read "Don Knauer". The signature is written in a cursive style with a large initial "D" and a long horizontal flourish at the end.

Don Knauer
Adjudication Specialist

Enclosures

January 20, 1994

WATER
RESOURCES
DEPARTMENT

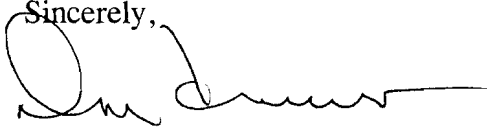
LEEORA WITT
3246 BILGER CREEK RD
MYRTLE CREEK OR 97457

re: SWR-555

Dear Ms Witt,

This will acknowledge the 14 different documents you submitted as evidence in support of your claim to a pre-1909 vested water right. I have added the documents to your file for review in the future. If you have any questions, please give me a call. The toll free number in Oregon is 1-800-624-3199.

Sincerely,



Don Knauer
Adjudication Specialist

j:\w\slcl\slwr-0555.004



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

August 3, 1993

RACHAEL THURSTON
3933 RIO VISTA WAY
KLAMATH FALLS OR 97603

RE: SWR-555

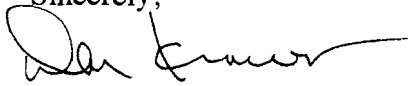
Dear Ms Thurston,

This will acknowledge the receipt of the map you prepared for Lee Ora Witt in support of her claim to a pre-1909 vested water right. I will add the map to the file for review in the future. I am reviewing the maps in order of when the registration statement was received by the Water Resources Department (WRD). Today I am working on SWR-189. It will be later this fall or winter before I get to this file.

I am sending copies of information that I think you may find helpful. These are checklists and report forms the WRD uses. You should understand that a claim to a pre-1909 vested water right **does not** involve an application for a water right. A claim says the beneficial use has been going on since before 1909 and your obligation is to certify to the actual beneficial use you survey at the time of your visit. Though I do not like to use the comparison, the map and report required for a vested water right claim is basically the same as a "Final Proof" map and report.

If you have any questions, please give me a call.

Sincerely,



Don Knauer
Adjudication Specialist
J:\WMS\C15\SWR-555.003



June 29, 1993

WATER
RESOURCES
DEPARTMENT

LEEORA WITT
33246 BILGER CR RD
MYRTLE CREEK OR 97457

RE: **SWR-555**

Dear Mrs Witt,

This will acknowledge the receipt of a copy of an application map. I will add the map to your file. You should be aware that an application map does not satisfy the requirements for a map to support a pre-1909 vested water right claim. The Statutes and Administrative Rule requirements are quite different between application maps and maps to support a pre-1909 vested water right claim.

A Certified Water Right Examiner must prepare the map in accordance with the applicable requirements. We cannot process your claim until we receive the required map. If you have any questions, please give me a call.

Sincerely,



Don Knauer
Adjudication Specialist

cc: Rachael Thruston

j:\w\slc\5\swr-0555.002



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

April 26, 1993

WATER
RESOURCES
DEPARTMENT

LEEORA V WITT
3246 BILGER CREEK ROAD
MYRTLE CREEK OR 97457

Dear LEEORA WITT,

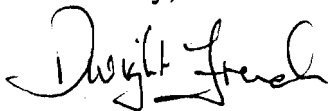
This will acknowledge that your Surface Water Registration Statement in the name of LEEORA V WITT has been received by our office. The fees in the amount of \$200.00 have been received and our receipt #96030 is enclosed. Your registration statement has been numbered SWR-555.

You failed to submit a map prepared by a Certified Water Right Examiner (CWRE). ORS 539.240 (2) (d) requires the map be prepared by a CWRE. Within 60 days of this letter you must send a letter to this address indicating you have contracted with a CWRE to prepare your map. You should send your letter to my attention. In your letter you must identify the name of the CWRE who will prepare your registration statement map. We will contact the CWRE to arrange a map submittal deadline.

We will not be able to process you claim until we have received your map. If you have any questions regarding this process, please do not hesitate to give me a call.

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

Sincerely,



Dwight French
Adjudication Section

Enclosure

J:\WP51\SWR\CLAIMANT\5\SWR-0555.001



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

STATE OF OREGON
WATER RESOURCES DEPARTMENT

RECEIPT # **96030**

3850 PORTLAND ROAD NE
 SALEM, OR 97310
 378-8455/378-8130 (FAX)

RECEIVED FROM: Lacie Will
 BY: _____

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

CASH: CHECK: # 96305 OTHER: (IDENTIFY)

TOTAL REC'D \$ 100.00

01-00-0 WRD MISC CASH ACCT

| | | |
|---------|-------------------------|------------------|
| 842.010 | ADJUDICATIONS | \$ <u>100.00</u> |
| 831.087 | PUBLICATIONS/MAPS | \$ |
| 830.650 | PARKING FEES Name/month | \$ |
| _____ | OTHER: (IDENTIFY) | \$ |

REDUCTION OF EXPENSE

| | |
|------------------------------|-----------|
| CASH ACCT. | \$ |
| COST CENTER AND OBJECT CLASS | 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 | EXAM FEE | \$ | 842.004 | LICENSE FEE | \$ |
| 842.005 | TRANSFER | EXAM FEE | \$ | 842.006 | LICENSE FEE | \$ |

WELL CONSTRUCTION

| | | | | | | |
|---------|------------------------|----------|----|---------|-------------|----|
| 842.022 | WELL DRILL CONSTRUCTOR | EXAM FEE | \$ | 842.023 | LICENSE FEE | \$ |
| 842.016 | WELL DRILL OPERATOR | EXAM FEE | \$ | 842.019 | LICENSE FEE | \$ |
| _____ | LANDOWNER'S PERMIT | EXAM FEE | \$ | 842.024 | LICENSE FEE | \$ |

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) | LIC NUMBER | | \$ |
| _____ | HYDRO APPLICATION | LIC NUMBER | | \$ |

RECEIPT # **96030**

DATED: 1/16/95

BY: [Signature]