(IDW: db 6-6-66

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7009 WHEN RECORDED MAIL TO: Sinton & Brown Co. c/o Parker, Milliken, Kohlmeier, Clark & O'Hara 650 South Spring Street, Rm 800 Los Angeles, California 90014

REALTY MORTGAGE

3 M-leb Para

THIS INDENTURE, dated <u>June 1</u>, 1966, by and between ZX RANCH, INC., a Kansas corporation, hereinafter called "Mortgagor", and SINTON & BROWN CO., a California corporation, hereinafter called "Mortgagee".

WITNESSETH THAT:

Mortgagor, for valuable consideration, receipt of which is hereby acknowledged, does grant, bargain, sell and convey, unto Mortgagee, all that real property situated in the Counties of Lake and Klamath, in the State of Oregon, particularly described in Schedule A attached hereto and by this reference made a part hereof.

TO HAVE AND TO HOLD THE SAME, with all appurtenances unto Mortgagee, its successors and assigns forever.

This conveyance is intended as a mortgage to secure the payment of the sum of ONE MILLION AND No/100 DOLLARS (\$1,000,000.00) by Mortgagor to Mortgagee, as is evidenced by a certain promissory note, of which the following is substantially a copy:

PROMISSORY NOTE

\$1,000,000.00

Wichite, KANSAS Los-Angeles, Californie

In installments as herein stated, for value received, ZX RANCH, INC., a Kansas corporation, hereby promises to pay to SINTON & BROWN CO., a California corporation, or order, at P. O. Box 1257, Santa Maria, California, 93456, or at such other place or to such other party or parties as the holder of this note may from time to time designate, in lawful money of the United States of America, the principal sum of ONE MILLION and No/100 DOLLARS (\$1,000,000.00) with interest thereon at the rate of six percent (6%) per annum from June 1, 1966.

Principal and interest under this note shall be payable in 10 equal annual installments of \$135,867.96 each, the first such installment shall be paid on June 1, 1967, and thereafter each succeeding installment shall be paid on June 1 of each and every following year until June 1, 1976 when the entire balance of principal then remaining unpaid under this note shall become due and payable. Each of said installments shall be applied first, to the payment of the interest then accrued and due on the unpaid principal balance and the remainder of each installment shall be applied to the reduction of the unpaid principal.

The privilege is reserved to prepay all or any part of the remaining balance of principal of this note at any time and from time to time. All such prepayments shall be applied first to any interest accrued but unpaid at the date of such prepayment and any balance thereof shall be applied on account of principal last to become due under this note and shall not have the effect of reducing the amount of the next succeeding obligatory installment of principal hereinabove specified.

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Upon any default in the making of any of said payments or in the performance or observance of any of the covenants or agreements of this note or of any instrument now or hereafter evidencing or securing the indebtedness evidenced hereby, the holder of this note may apply payments received on any amounts due hereunder or under the terms of any instrument now or hereafter evidencing or securing indebtedness as said holder may determine and, if the holder of this note so elects, notice of election being expressly waived, the principal remaining unpaid with accrued interest shall at once become due and payable.

The undersigned waives presentment, protest and demand, notice of protest, demand and dishonor and non-payment of this note and agrees to pay all costs of collection when incurred, including reasonable attorneys' fees, and to perform and comply with each of the covenants, conditions, provisions and agreements of the undersigned contained in every instrument now evidencing or securing said indebtedness. No extension of the time for the payment of this note or any installment hereof made by agreement with any person now or hereafter liable for the payment of this note shall operate to release, discharge, modify, change or affect the original liability under this note, either in whole or in part of the undersigned if not a party to such agreement. Notwithstanding any provision herein or in any instrument now or hereafter securing said indebtedness, the total liability for payments in the nature of interest shall not exceed the limits now imposed by the usury laws of the States of Oregon or California.

This note is secured by a Second Realty Mortgage on real estate in Lake and Klamath Counties, State of Oregon, of even date herewith and by a Security Agreement of even date herewith. Each is given on the express understanding that the maker hereof shall not be personally liable for payment of this note but that the holder of this note shall be entitled to look only to said security.

Dated: _____, 1966.

ZX RANCH, INC.

By

(Corporate Seal)

President

and by______Secretary

Now, if Mortgagor shall pay said sum of One Million and No/100 Dollars (\$1,000,000.00), together with interest accrued thereon, as the same is evidenced by said promissory note, a copy of which is hereinbefore set forth, and shall pay all other sums of money due from Mortgagor to Mortgagee under the terms of said promissory note and this mortgage, then this conveyance shall be void; but in case default shall be made in the payment of the principal or interest as above provided or in case default shall be made under any terms of said note or this mortgage, all the provisions of this mortgage with respect to default shall apply and the mortgage may be foreclosed in the manner provided by law. In event of foreclosure of this mortgage nothing herein shall be deemed to extend the period within which Mortgagor may redeem beyond the period provided by law.

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PARTICULAR COVENANTS OF MORTGAGOR

MORTGAGOR HEREBY COVENANTS, PROMISES AND AGREES:

1.1 To pay when due, and not later than ten (10) days prior to delinquency, all taxes and assessments, extraordinary as well as ordinary, water, municipal, governmental and other rates, charges and impositions which shall at any time be assessed, levied or imposed upon Mortgagor or upon said property or any part thereof, also all other claims, liens and encumbrances affecting or purporting to affect the title to, or which may be or appear to be liens on said property or any part thereof, and all costs, charges, interest and penalties on account thereof.

1.2 To keep all improvements on said property insured against loss by fire and the risks covered by the usual "extended coverage" endorsement, under policies of insurance payable to Mortgagee and Mortgagor as their interest may appear, with coverage of not less than Two Hundred Thousand Dollars (\$200,000), in a form and with companies satisfactory to Mortgagee, and upon demand of Mortgagee to deposit such policies, current premiums paid, as additional security, which delivery shall constitute an assignment by Mortgagor to Mortgagee of all rights thereunder, including return of premium, and to give Mortgagee satisfactory evidence of renewal of policies with premiums paid at least fifteen (15) days before the expiration; provided, however, that Mortgagor shall not be required to carry any insurance after the unpaid principal under the note secured by this mortgage shall have been reduced to Five Hundred Thousand Dollars (\$500,000). Mortgagee, by the act of preventing, accepting or obtaining insurance shall not incur any liability for the form or legal sufficiency thereof, solvency of insurer, or payment of losses. In case of any loss, the proceeds of any insurance shall be used to restore or replace the damaged or destroyed property, unless Mortgagor and Mortgagee otherwise agree.

1.3 Not to remove or demolish any improvement on said property; to keep all improvements on said property in good repair, working order and condition, to complete or restore in good and workmanlike manner any improvement which may be constructed, damaged or destroyed thereon, and to pay when due all claims for repair and materials furnished therefor; not to suffer any lien of mechanics or materialmen to attach to said property; to comply with all laws and regulations affecting said property or requiring any alterations or improvements thereon; not to commit, suffer or permit any act upon said property in violation of law, or of any covenants, conditions or restrictions affecting said property; not to

7011

commit, suffer or permit any waste of said property; to do all acts which, from the character or use of said property, may be reasonably necessary so that the value of said property shall be maintained and shall not be impaired.

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1.4 To notify Mortgagee of and to appear and defend this mortgage in any action or proceeding affecting or purporting to affect said property or the rights of Mortgagee hereunder. Mortgagor agrees to pay all costs and expenses of any such action or proceeding. Mortgagee may, at its own expense, appear or intervene in any such action or proceeding. To notify Mortgagee of any increase in the assessed value for tax purposes of said property or any portion thereof and to allow Mortgagee to take and prosecute or intervene in, at Mortgagee's expense, such proceedings as Mortgagee may desire to prevent or minimize any such increase.

1.5 To operate said property at all times as a going concern cattle ranch in accordance with the best practices of the ranching community in which said property is located, and to make full use at all times of all claimed or adjudicated water rights appertaining to said property.

1.6 To pay within thirty (30) days after written request of Mortgagee so to do, all installments due others by Mortgagor upon agreements of lease or conditional sale or chattel mortgages or security interests of all buildings, structures, improvements and fixtures, now or hereafter at any time attached or used in the operation and occupation of said property. In the event of any default hereunder, all right, title and interest of Mortgagor under any such agreements of lease or conditional sale or chattel mortgages or security interest are automatically assigned to Mortgagee hereunder, together with the benefits of any deposits or payments heretofore or hereafter made thereon by Mortgagor.

1.7 To the extent permitted by law, from time to time upon request of Mortgagee, to assign to Mortgagee as additional security hereunder, all right, title and interest of Mortgagor in and to all grazing leases, permits or rights used by Mortgagor in the operation of said property, but Mortgagor shall have the right, except when in default in any payment of principal or interest under the note secured hereby, to surrender any such leases, permits or rights to the lessor or grantor thereof, and, when protions of said property are released from the lien of this mortgage and sold to third parties, to assign to the purchasers such leases, permits and rights as would properly go with such portions of said property.

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1.8 Any award of damages made in connection with any condemnation for public use of or injury to said property or any party thereof and any award or damages arising from any cause of action for injury or damage to said property or any part thereof, is hereby assigned to Mortgagee, who may apply such moneys received by it upon an indebtedness secured hereby and in such order as Mortgagee may determine, or at Mortgagee's option the amount collected or any part thereof, may be released to Mortgagor. Such application or release shall not cure or waive any default or notice of default hereunder, or invalidate any act done pursuant to such notice. Mortgagor agrees to execute such further assignments of any such awards or damages as Mortgagee may require.

1.9 To re-execute, re-acknowledge and re-record this mortgage, or to execute, acknowledge, deliver and record a new instrument or instruments, and to do all other things necessary to preserve (until all the indebtedness secured hereby shall have been paid in full) the validity and efficacy hereof as a conveyance of and continued encumbrance upon all the properties hereby intended to be conveyed or encumbered, and whether now owned or in the future acquired by Mortgagor.

1.10 From time to time, upon request of Mortgagee, to assign to Mortgagee as additional security hereunder all right, title and interest of Mortgagor in and to any and all leases now or hereafter on or affecting said property, together with all security therefor and moneys payable thereunder, but Mortgagor shall have the right to collect and retain all rentals and other payments under such leases, except when in default of any payment of principal or interest under the note secured hereby.

1.11 That if Mortgagor defaults in the performance of any obligations hereunder (other than its obligations to make payments of principal and interest under the note secured hereby) and such default is not cured within thirty (30) days after written notice from Mortgagee, Mortgagee may perform the same without further notice or demand on Mortgagor and the cost of such performance, together with interest thereon at the rate of six percent (6%) per annum shall be payable by Mortgagor to Mortgagee and secured hereunder.

1.12 Mortgagee may, at any time and without notice to Mortgagor, enter or cause entry upon said property to inspect or protect said property in such manner and to such extent as Mortgagee may deem necessary.

SUBORDINATION

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2.1 Mortgagee agrees that upon written request from Mortgagor and upon the terms and conditions hereinafter set forth in this paragraph, Mortgagee will subordinate this Second Realty Mortgage to a single loan which Mortgagor may secure from any nationally recognized lending institution upon the following terms and conditions which must be faithfully complied with before Mortgagee shall have any obligation to subordinate this mortgage:

(a) Mortgagee agrees to subordinate its interest to only
 one loan which may not exceed \$600,000;

(b) The interest rate on said loan shall not exceed

6-1/2% of the unpaid principal;

(c) Mortgagor shall not be required to repay the loan in

less than ten equal yearly installments;

(d) Notwithstanding any other provisions of paragraph
 2.1 of this Mortgage, Mortgagee shall have no obligation to subordinate this Mortgage unless the proceeds of the loan are used for the direct benefit of the land covered by this mortgage; use of the proceeds to retire bank debt of ZX Ranch,

Inc. shall be considered a use for direct benefit of the land. (e) Mortgagor shall give Mortgagee notice at least ten

days prior to making application for said loan and at least ten days prior to final execution of said loan, Mortgagor shall submit the final loan papers to Mortgagee;

(f) The note securing the aforesaid loan shall provide that Mortgagee shall receive notice of any and all transactions affecting said note, and that the lending institution shall be required to immediately notify Mortgagee in writing of any and all defaults of Mortgagor under the terms thereof in sufficient time to allow Mortgagee to cure such default in the event Mortgagee chooses so to do. Such note shall also provide that it cannot be amended or extended after execution by Mortgagor without first securing the written consent of Mortgagee.

(g) Said note shall provide that Mortgagee shall have the right, but not the obligation, of curing any and all defaults made by Mortgagor under the terms of said loan, but nothing herein shall be construed to mean that Mortgagee guarantees Mortgagor's performance thereunder or is in any other manner personally liable therefor.

(h) In the event Mortgagor shall default under the terms of a loan, which meets the above requirements, Mortgagee shall have the option of declaring such default to be a default under the terms of this mortgage, in which event, and without limiting any other rights of Mortgagee, Mortgagee shall have all the rights provided by this mortgage upon Mortgagor's default.

GENERAL PROVISIONS

3.1 The acceptance by Mortgagee of any sum after the same is due. shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums hereby secured or to declare a default as herein provided. The acceptance by Mortgagee of any sum in an amount less than the sum then due shall be deemed an acceptance on account only and upon condition that it shall not constitute a waiver of the obligation of Mortgagor to pay the entire sum then due, and Mortgagor's failure to pay said entire sum then due shall be and continue to be a default notwithstanding such acceptance of such amount on account, as aforesaid and Mortgagee shall be at all times thereafter and until said entire sum then due shall have been paid, and notwithstanding the acceptance by Mortgagee thereafter of further sums on account, or otherwise, entitled to exercise all rights in this instrument conferred upon it, upon the occurrence of a default, and the right to proceed with a sale under any notice of default and election to sell, shall in no wise be impaired, whether any of said amounts are received prior or subsequent to said notice; provided, that if maturity of the whole obligation hereby secured has been accelerated by reason of Mortgagor's failure to pay any particular amount or amounts, the payment to Mortgagee of the whole of said latter mentioned sum or sums, together with accrued interest thereon and other charges in connection therewith, shall result in the dismissal or discontinuance of any proceedings theretofore instituted for a sale under this mortgage, but without prejudice to any future proceeding on further or other defaults.

3.2 Without affecting the liability of any person, including Mortgagor, for the payment of any indebtedness secured hereby or the lien of this mortgage upon said property for the full amount of the indebtedness then remaining unpaid (other than any person or property specifically released by Mortgagor), Mortgagee may from time to time and without notice do any one or more of the following: release any person now or hereafter liable for payment of such indebtedness; accept

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additional security of any kind; substitute or release any property securing such indebtedness; reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

3.3 Mortgagee may at any time commence and maintain an action in any court of competent jurisdiction and obtain the aid and direction of said court in the execution of any of the provisions of this mortgage, and may obtain orders or decrees directing the execution of said provisions and directing, confirming or approving its acts and directing that the purchasers of the property sold be put in immediate possession thereof.

3.4 In any release or reconveyance of this mortgage the grantee may be described "as the person or persons legally entitled thereto".

3.5 This instrument constitutes an absolute and present assignment of the rents and income from said property as additional security, and any subsequent assignment thereof, in whole or in part, by Mortgagor, shall be subject and subordinate to the rights of Mortgagee hereunder, but Mortgagor may collect all such rents and income when not in default in any payment of principal or interest under the note secured hereby and may retain all such rents and income collected or received when not in such default.

3.6 The invalidity of any one or more covenants, phrases, clauses, sentences or paragraphs of this mortgage shall not affect the remaining portions or any part thereof, and this mortgage shall be construed as if any such invalid covenants, phrases, clauses, sentences or paragraphs were omitted.

3,7 In the event Mortgagor shall at any time sell, lease, assign, mortgage, hypothecate or otherwise transfer all or any portion of said property subject to this mortgage or any of the Mortgagor's interest therein without first having obtained the written consent of Mortgagee then Mortgagee, at its option, may at any time within ninety (90) days after having received actual knowledge of such action, declare all sums secured hereby immediately due and payable by giving written notice to Mortgagor, whereupon all sums secured hereby shall become and be immediately due and payable.

3.8 Mortgagee shall be indemnified, held harmless and reimbursed by Mortgagor for any liability or damages which it may incur or sustain in the execution of the provisions of this mortgage or in the doing of any act which it is permitted to do by the terms hereof or by law, and payment of the same shall be secured hereby.

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3.9 Except insofar as prohibited by law, the right at any time hereafter to plead, use, or assert any statute of limitations as a plea or defense or bar of any kind, or for any purpose, to any debt, demand, or obligation secured or to be secured hereby, or to any complaint or other pleading or proceeding filed, instituted, or maintained for the purpose of enforcing this mortgage or any rights thereunder is hereby forever waived.

3.10 No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by this instrument to Mortgagee, or to which it may be otherwise entitled, may be exercised from time to time and as often as it may deem expedient. If there exists additional security for the performance of the obligations secured hereby, the holder thereof, at its sole option and without limiting or affecting any rights or remedies hereunder, may exercise any of the rights and remedies to which it may be entitled hereunder either concurrently with whatever other rights it may have in connection with such other security or in such order as it may determine.

3.11 This mortgage secures the payment of all the indebtedness and the performance of all of the obligations hereinbefore referred to, and in all its parts applies to and binds the heirs, administrators, executors, successors and assigns of all and each of the parties hereto.

3.12 The term "Mortgagee" means the original Mortgagee hereunder, or any future owner and holder, including pledgecs, of the note secured hereby. Whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

3.13 The specific enumeration of powers in Mortgagee, and of acts to be done or not to be done by Mortgagor, is not to be deemed to exclude or limit the general.

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DEFAULT PROVISIONS

At any time after a default by Mortgagor in any payment of principal or interest under the note secured hereby, and at any time after a default by Mortgagor in the performance or observance of any other obligation or provision hereunder which is not cured within thirty (30) days after written notice from Mortgagee, Mortgagee:

4.1 May declare all obligations secured hereby immediately due and payable.

4.2 May enter upon, take possession of, manage and operate said property or any part thereof; make or enforce or, if the same be subject to modification or cancellation, modify or cancel leases upon such terms or conditions as Mortgagee deems proper; obtain and evict tenants, and fix or modify rents, make repairs and alterations and do any acts which Mortgagee deems proper to protect the security hereof; and either with or without taking possession, in its own name sue for or otherwise collect and receive rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses

of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. The entering upon and taking possession of said property, the collection of rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default theretofore or thereafter occurring or notice of default hereunder or invalidate any act done pursuant to such notice. And, notwithstanding continuance in possession or collection, receipt and application of rents, revenues, income or profits, Mortgagee shall be entitled to exercise every right provided for in this agreement or by law upon the occurrence of a default. Any of the actions referred to in this paragraph may be taken by Mortgagee, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court; any such action may also be taken without regard to the adequacy of security for the indebtedness hereby secured.

4.3 May bring an action in any court of competent jurisdiction to foreclose this mortgage or to enforce any of the covenants hereof.

4.4 May cause said property or any part thereof to be sold, with all and every of the appurtenances thereunto belonging, in the manner prescribed by law. Out of the proceeds of such sale or sales shall be paid, first, the expenses thereof, including reasonable counsel fees, and, second, all sums which may have been expended or advanced by Mortgagee in accordance with the provisions hereof, and

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not repaid, together with the interest accrued thereon, and third, all other obligations of Mortgagor to Mortgagee, and, last, the balance of such proceeds, if any, to the order of the person or persons to whom said property would be reconveyed upon payment of said indebtedness.

IN WITNESS WHEREOF, the parties have executed this instrument the day and year first hereinabove written.

uer,

Executed in the presence of:

Executed in the

presence of:

3 Celol. (Corporate Seal)

(Corporate Seal)

By La Cunt Co. Noy

2 and by

SINTON & BROWN CO.

ZX RANCH, INC.

1.4.320 By President

(TT)

and by James And Socretary

TO 449 C (Corporation) STATE OF CALIFORNIA COUNTY OF Los Angeles SS. On June 1, 1966 before me, the undersigned, a Notary Public in and for said State, personally appeared HOWARD BROWN

Signature Cothe rene Frents

Name (Typed or Printed)

Catherine Krenitski

STAPLE HERI

NOTARY PUBLIC - CALIFORNIA PRINCIPAL OFFICE IN LOS ANGELES COUNTY

(This area for official notarial seal)

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STATE OF KANSAS)) ss. COUNTY OF SEDGWICK)

On July 2, 1966, before me, the undersigned, a Notary Public in and for said State, personally appeared Robert A. Page, known to me to be the Vice President, and William D. Watts, Jr., known to me to be the Assistant Secretary of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

Witness my hand and official seal.

Wanda Sharp, Notary Public

My commission expires: June 30, 1969

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REAL PROPERTY IN THE COUNTY OF LAKE, STATE OF OREGON, to wit:

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Township 23 South, Range 16 East of the Willamette Meridian, Section 7: Lot 3 (NW1SW1).

Township 23 South, Range 19 East of the Willamette Meridian, Section 6: SE¹. 7: NE¹.

16: All.

Township 27 South, Range 15 East of the Willamette Meridian, Section 31: Lot 4, $E_{2}^{\pm}SW_{4}^{\pm}$. Section 32: $SW_{2}^{\pm}NW_{4}^{\pm}$, $W_{2}^{\pm}SW_{4}^{\pm}$.

Township 28 South, Range 14 East of the Willamette Meridian, Section 16: $S_{2}^{1}N_{2}^{1}$, S_{2}^{1} . 20: $S_{2}^{1}NE_{2}^{1}$, $SE_{2}^{1}NW_{2}^{1}$, $NE_{2}^{1}SW_{2}^{1}$, $NW_{2}^{1}SE_{2}^{1}$.

21: NEL, NWL, EXCEPTING THEREFROM a parcel of land conveyed to the State of Oregon by deed recorded in Book 75 at page 132 of the Record of Deeds, described as follows: Beginning at a point which is the intersection of the easterly line of the SELNWL of Section 21, Twp. 28 S.R. 14 E.W.M., with the southerly right of way line of the Fremont Highway; said point being 40 feet distant from (and measured at right angles to) the center line of said highway at Engineer's station 518+49.6, said point also being 40 feet North of the center of said Section 21, thence along said highway right of way line on a 1472.5 foot radius curve right (the long chord of which bears N. 61~48' W., 1019.32 feet, a distance of 1040.85 feet; thence continuing along said highway right of way line N. 41°34' W., 575 feet to an intersection with the west line of the SE_{NW4}^{1} of said Section 21, thence South along said west line a distance of 952 feet, more or less, to the Southwest corner of said SELNWL of said Section 21, thence East a distance of 1280 feet, more or less, to the center of said Section 21, thence North a distance of 40 feet to the point of beginning.

21: That part of the SW4 lying northwesterly of the County Road;

 $N_2^1N_2^1SE_1^1$ excepting therefrom the Southerly 66 feet thereof as conveyed in Book 139 at page 638 of the Record of Deeds, to Kenneth Emery and Dorothy Emery.

22: $W_{2}^{1}NW_{2}^{1}$, excepting therefrom a tract of land conveyed to the State of Oregon by deed recorded in Book 101 at page 141 of the Record of Deeds described as follows: Beginning at a point on the northerly right of way line of the constructed Fremont Highway, said point also being 40 feet distant from (when measured at right angles to) Engineer's Station 5143+55 of said highway, said point also being 742 feet North and 910 feet East of the West quarter corner of Section 22, Township 28 South, Range 14 E.W.M., thence S. 89°06' E. Along the northerly right of

EXHIBIT A

Township 28 South, Range 14 East of the Willamette Meridian, Section 22: (continued)

way line of said Fremont Highway a distance of 386 feet, thence N. 0°54' E. along westerly Silver Lake city limits boundary, a distance of 250 feet; thence N. 89°06' W., a distance of 386 feet, thence S. 0°54' W. a distance of 250 feet to the point of beginning.

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Also excepting, Beginning at a point on the north right of way line of the Fremont Highway, which point is 72 feet North and 1296 feet East of the West quarter corner of Section 22, Twp. 28 S.R. 14 E.W.M., thence N. 0°54' East 250 feet, thence East to the west line of the SELNWL of said Section 22, thence South along said west line of said SELNWL of said Section 22, 250 feet to the north margin of said Fremont Highway, thence West along the north margin of said Fremont Highway to the point of beginning.

23: Sł.

24: SISWI, NWISEI. 26: SWISWI.

27: NEŁNEŁ, WŁNEŁ, WŻ, NWŁSEŁ, SŻSEŁ. 33: WŻNEŁ, SWŻSEŁ, and that portion of the EŻSWŁ lying Easterly of an existing fence which runs through the E2SW2 of Section 33, which said parcel is more particularly described as follows:

From the section corner common to Sections 33 and 34, Twp. 28 S.R. 14 E.W.M., and Section 3 and 4, Twp. 29 S.R. 14 E.W.M., thence Westerly along the Section line between Section 33, Twp. 28, S.R. 14 E.W.M., and Section 4, Twp. 29 S.R. 14 E.W.M., a distance of 3545.99 feet to a fence and point of beginning, thence North 13°39'45' East along said fence a distance of 1292.51 feet; thence North _28-27'45" East along said fence a distance of 652.71 fect; thence North $14^{\circ}08'45''$ East along said fence a distance of 359.44 feet; thence North $8^{\circ}52'45''$ East a distance of 472.22 feet to a fence corner which is on the East-West center line of said Section 33; thence Easterly along the East-West center line of Section 33 to the center of said section; thence Southerly along the North-South center line of Section 33 to the quarter corner between Section 33 Twp. 28 S.R. 14 E.W.M., and Section 4, Twp. 29 S.R. 14 E.W.M. thence Westerly along said Section line to the point of beginning.

34: N2, E2SEt.

35: SWINEL, NWI, NISWI, SWISWI, NWISEL.

7023 Township 28 South, Range 15 East of the Willamette Meridian, Section 5: Lots 4, 5, 6, 7, SEŁNWŁ, EŁSWŁ, WŻSEŁ, SEŁSEŁ. 8: E2. 9: SWŁNWŁ, WŻSWŁ. 10: E2SE2. 11: SWł. 14: N2NW2. 15: SINI, SWL, NWLSEL. 16: All. 17: Lots 4, 5, 6, 7, 10, 11, SELNEL, NELSEL.
20: SELSEL, That part of the NEL and SELNWL lying North of the Fremont Highway. 21: Lots 1, 2, 6, 7, 8, 9, SEŁNEŁ, SWŁNWŁ, SWŁ, SWŁSEŁ.
22: NEŁNWŁ, Lot 4, That part of Lots 1, 2, 3 and 5 lying North of the Fremont Highway. 28: NE¹, N¹₂NW¹, 29: EINEL. Township 29 South, Range 14 East of the Willamette Meridian, Section 2: NW1NW1. 4: W2NW1. 5: NEŁ, EŻNWŁ. 12: SWŁNEŁ, SŻNWŁ, SWŁ, NŻSEŁ, SWŁSEŁ. 13: WINEL, NWL. 16: S1. Township 30 South, Range 14 East of the Willamette Meridian, Section 16: NEL, E2SEL. 18: S1SEL. 19: NEŁNEŁ. Township 30 South, Range 17 East of the Willamette Meridian, Section 25: SISEL. -Section 36: All. Township 31 South, Range 13 East of the Willamette Meridian, Section 23: E2SW2, SE2. 24: SW1, Lots 3 and 4, W2SE1. 25: W_2^1 , and Beginning at the Northwest corner of the NEt of Section 25, Twp. 31 S.R. 13 E.W.M., and thence running East 60 feet, thence South 2640 feet, more or less, to the south boundary line of the said NEt of Section 25, thence West 60 feet, to the southwest corner of the NEt of Section 25, thence North to the point of beginning. 5

7024 Township 31 South, Range 13 East of the Willamette Meridian, cont. Section 26: S¹/₂. 27: SE¹/₄. 34: NE¹. 36: Lots 1 and 2, WinEt, Wi, WisEt. Township 31 South, Range 14 East of the Willamette Meridian, Section 6: Lot 7, SELSWL. 7: WINEL, ELNWL, Lots 1 and 2. 20: SINEL, SELNWL. 21: SWLNWL. 23: NEINWL. 28: NE¹NW¹. 29: S2. 31: SEt, and ditch right of way over west 30 feet of Lots 1, 2, 3 and 4. . 32: All. 33: SWł, WłsEł. Township 32 South, Range 13 East of the Willamette Meridian, Section 1: Lots 1, 2, 5, 6, 7, SW1NEL, SW1, W2SEL. 3: SE¹. 4: Lots 1, 2, 3, 4, Sana, Nasel. 10: SE_{1}^{1} . 11: All. 12: NEŁ, WŻ, SEŁ. 13: All. 14: All. 15: All. 22: N1, SEt. 23: All. 24: All. 25: All. 26: All. 27: All. 28: E2NEL 33: E2E2. 34: All. 35: NE¹, W¹/₂. 36: NW1. Township 32 South, Range 14 East of the Willamette Meridian, Section 3: Lots 2, 3 and 4, SwinEl, Sinwit, SWit. 4: All. 5: All. 6: All. 10 7: All. 8: All. 9: All. 10: WINNE, SWE, WISEL. 16: All.

Township 32 South, Range 14 East of the Willamette Meridian, Section 17: All. 18: All. 19: All. 20: All. 21: All. 26: SW1SW1. 30: NEŁNEŁ, WŻNEŁ, EŻNWŁ, Lots 1, 2, 3 and 4, NEŁSWŁ, NWŁSEŁ.

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Township 32 South, Range 18 East of the Willamette Meridian, Section 35: Lot 4, NEL. 16: NEŁ.

Township 32 South, Range 19 East of the Willamette Meridian, Section 32: ELELNEL, NWLNELNEL, ELELSEL, WLSELSEL. 33: S12.

Township 33 South, Range 17 East of the Willamette Meridian, Section 4: Commencing at the southwest corner of Section 4, Twp. 33 S.R. 17 E.W.M., and thence running North 535 fect, more or less, to the south boundary line of the Fremont Highway, (formerly called the Prineville-Lakeview Highway) as described in a certain right of way deed by W. A. Currier and Kittie E. Currier, husband and wife, in favor of the County of Lake, State of Oregon, dated April 9, 1927 and recorded in Book 68 at page 458, Record of Deeds, thence in an easterly direction following the south boundary line of said highway to the point where said south boundary line intersects the east line of the SWL of said Section 4, thence South 305 feet, more or less, to the southeast corner of the SWL of said Section 4thence West along the south boundary line of said SW4 of said Section $\frac{1}{4}$ to the point of beginning. (72-481)

Section 17: Easement to be used jointly by the Chewacan Land and Cattle Company, a corporation, and Brattain Bros, a corporation, to perpetually drive cattle over and across the following described property, to-wit: Beginning at the southwest corner of the NW4NW4 of Section 17, Twp. 33 S.R. 17 E.W.M., and running thence East 2740 feet to a point 100 feet East of the Southeast corner of the NELNW: of said Secton 17, thence North and parallel to the east boundary line of the NW: of said Section 17, one quarter mile to a point 100 feet East of the northeast corner of the NW1 of said Section 17, thence West 100 feet to the northeast corner of the NW1 of said Section 17, thence South along and upon the east boundary line of the NW2 of said Section 17, 1220 feet to a point 100 feet North of the Southeast corner of the NELNW2 of said Section 17,

Township 33 South, Range 17 East of the Willamette Meridian, cont. Section 17: continued.

thence West and parallel to the north line of said Section 17, one-half mile to a point 100 feet North of the southwest corner of the $NW_{2}^{1}NW_{2}^{1}$ of said Section 17, thence South 100 feet to the point of beginning.

Township 33 South, Range 18 East of the Willamette Meridian, Section 1: Lots 1, 2, S2NEL, Lot 3, SELNWL, SEL. 12: NELNEL. 36: SWLNEL.

> 23: Beginning at a point which is N. 0°14' E., 1517.82 feet and S. 89°57' W., 912 feet from the southwest corner of Section 24, Twp. 33 S.R. 18 E.W.M., thence North 0°14' E. 287 feet, more or less, to a point 40 feet South from the right bank of the Chewacan River, thence in a westerly direction parallel to and 40 feet from the right bank of the Chewacan River, 88 feet, thence S. 0°14' W., 276 feet, more or less, to the extended north line of Mill Street in the Town of Paisley, Oregon, thence N. 89°57' E., 88 feet to the point of beginning. (120-619)

> 24: Commencing at a point on the west boundary line of Main Street in the Town of Paisley, Oregon, 242 feet North from the southeast corner of Block G in said Town, and running thence S. 83° W. from said west boundary line of Main Street to the west boundary line of the NEtSWt of Section 24, Twp. 33 S.R. 18 E.W.M., thence North along the west boundary line of the NEtSWt of said Section 24 to the northwest corner thereof, thence East along the north boundary line of the NEtSWt of said Section 24 to a point where the northerly extension of the west boundary line of the NEtSWt of said Section 24 to a point where the northerly extension of the west boundary line of the NEtSWt of said Section 24, thence Southerly and parallel to the west boundary line of said Main Street to the place of beginning. (112-363) EXCEPTING therefrom the following described nonerture

therefrom the following described property: Commencing at a point on the West boundary line of Main Street in the Town of Faisley, Cregon, 242 feet North from the Southeast corner of Block G in said town, and running thence South 33° West, from said West boundary line of said Main Street to the West boundary line of the NE15M1 of Section 24, Township 33 South, Range 15 East, W.M.; thence North along the West boundary line of the NE15M2 of said Section 24, to the Northwest corner thereof; thence East along the North boundary line of the NE15M1 of said Section 24 to a point where the Northerly extension of the West boundary of said Main Street would intersect the North boundary line of the NE15M1 of said Section 24; thence Southerly and parallel to the West boundary line of said Main Street to the place of beginning. The said parcel being that portion of said property lying within the following described tract of land:

Beginning at a point opposite and 50 feet Westerly of Engineer's Station 2382+00 on the center line of the Fremont Highway; thence Northwesterly in a straight line to a point opposite and ll0 feet Westerly of Station 2383+70 on said center line; thence West at right angles to said center line 490 feet; thence North parallel to said center line 40 feet; thence Northeasterly in a straight line to a point opposite and 500 feet Westerly of Station 2385+10 on said center line; thence Northeasterly in a straight line to a point opposite and 100 feet West of Station 2386+00 on said center line; thence Northeasterly in a straight line to a point opposite and 50 feet Westerly of Station 2387+20 on said center line; thence South parallel to and 50 feet Westerly of said center line to the place of beginning. The center line herein referred to being described as follows:

Beginning at Engineer's center line Station 2360+00, said Station being 1972 feet North and 721 feet West of the South quarter corner of said Section 24; thence North 4° 16' West, 1000 feet to Engineer's center line Station 2390+00.

The following described property in the Town of Paisley, County of Lake, State of Oregon, to-wit:

Beginning 188 feet West from the Southwest corner of Block G in the Second Addition to the Town of Paisley, Lake County, Oregan, and running thence North 3-55' West 115 feet, thence North 86°2' East 83 feet, thence North 3-58' West 123.5 feet; thence South 83" West to a point on the West boundary line of the Northeast Quarter of the Southwest Quarter of Section 24. Twp. 33 S.R. 18 E.W.M., thence

South along the West boundary line of the last described 40 acre tract to the northwest corner of a certain tract of land particularly described at page 456, Volume 18 of the Record of Deeds for Lake County, Oregon; thence Easterly along the north boundary line of said tract of land particularly described at page 456 of Volume 18 of the Record of Deeds, to the Northeast corner of said tract particularly described at page 456 of Volume 18 of the Record of Deeds, thence Southerly along the East boundary line of said tract particularly described at page 456 of Volume 18 of the Record of Deeds, thence Southerly along the East boundary line of said tract particularly described at page 456 of Volume 18 of the Record of Deeds, to the North boundary line of a unnamed street, the South boundary line of which unnamed street forms the North boundary line of Block I in the West Addition to said town, and thence East along the North boundary line of said unnamed street, approximately 125 feet to the point of beginning.

Township 33 South, Range 19 East of the Willamette Meridian, 3: Lots 3 and 4, S¹₂NW¹₄.
4: Lots 3 and 4, S¹₂NW¹₄.
5: SW¹₄NE¹₄, S¹₂SW¹₄, Lots 1, 2, 3, 4, 5, 7, 8, 9, 10, 11 and 12.
6: Lots 1, 2, 5, 6, 7, S¹₂NE¹₄, S¹₄. Section 7: E2, Lots 1, 2, 3 and 4, E2SW4. 8: All. 9: Lots 1, 2, 3, 4, 5, 6, E2SW2, SE2. 10: S칠. 11: WASWA, SEASWA, SWASEA. 13: SWŁNWŁ, SWŁ, WŻSEŁ. 14: Al]. 15: All. 16: All. 17: Lots 1, 2, 3, 4, 5, 6, 8, 9, 10 and 11, NWŁNEŁ, NŁNWŁ, SWŁNWŁ, SEŁSWŁ, SEŁ. 18: Na, NaSWA, SWASWA, NaSEA, SWASEA, Lots 1 and 2. 19: Lots 1, 5 and 6, NWANEL. 20: Lots 1, 6, 7, 8, 9 and 10, NEŁ, NEŁNWŁ.
21: Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, NEŁ, NEŁNWŁ, ESSEŁ. 22: All. 23: Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, NEŁNEŁ, WANWŁ, SEŁIWŁ, SWŁ, WASEŁ. 24: W2. 25: Lots 1, 2, 3, 4, 5, 6 and 7, NELNWL, W2SWL. 26: All. 27: 111. 28: Lots 5, 6, 7 and 8, E¹₂, SE¹₂SW¹₂. 31: Lot 2 (SW¹₂NW¹₂) The right to construct and maintain a roadway over and across the following described property, to-wit:

7028Township 33 South, Range 19 East of the Willamette Meridian, cont. Section 31: continued. Beginning at a point 30 feet West of Station 2261 of the Prineville-Lakeview Highway (Fremont Highway) survey which Station is approximately 1980 feet East and 1375 feet South of the Northwest corner of Section 31, Twp. 33 S.R. 19 E.W.M., thence running west approximately 635 feet to the present County Road, thence North along said County Road a distance of 30 feet, thence East approximiately 625 feet to a point on the west boundary line of the Prineville-Lakeview Highway right of way, thence Southerly along the boundary line of the Prineville-Lakeview Highway a distance of 30 feet to the point of beginning. (67-232) Section 32: Lots 6, 7, 8, 9 and 10, SELNEL, SELSWL, SEL. 33: All. 34: All. 35: All. 36: All. Township 34 South, Range 18 East of the Willamette Meridian, Section 36: SW1NE1, NW1SE1. Township 34 South, Range 19 East of the Willamette Meridian. Section 1: Lots 1, 2, 3, 4, 5, 6, 7 and 8, SWENEE, Wawa, SEESWE, SELSEL. 2: All. 3: All. 4: All. 5: Lots 1, 8, 9, 10 and 11; S2NEL, SELNWL, L2SWL, SEL. A strip of land one chain in width running along and on the south side of the division line between Lots 1 and 2 of Section 5, and continuing the same width into and through the E2 of Section 6 along and on the south side of the division line separating Lots 1 and 2 from the $S_2^1NE_1^2$ of said Section 6 to the County Road, all in T. 34 S.R. 19 E.W.M. (7-117) 5: Commencing at a point 481.3 feet East and 66 feet South of the northwest corner of the SWLNWL of Section 5, Twp. 34 S.R. 19 E.W.M., thence South 208.71 feet, thence East 208.71 feet thence North 208.71 feet, thence West 208.71 feet to the point of beginning. (99-463) 5: That portion of Lots 2, 3, 5, 6 and 7 in Section 5, T. 34 S.R. 19 E.W.M., lying East of a line which is 10 chains East and parallel with the West line of Section 5.

7029 Township 34 South, Range 19 East of the Willamette Meridian, Section 8: All of that part of Lot 10 in Section 8, T. 34 S.R. 19 E.W.M., bounded on the West by a line commencing in the segregation line between the swamp land and high land (the Meander Line) in Section 8, at a point 10 chains due East from the east line of Section 7, T. 34 S.R. 19 E.W.M., thence running North and parallel with the east line of said Section 7 to the north line of said Section 8, T. 34 S.R. 19 E.W.M. 8: Lots 6, 7, 8 and 9, NE¹, E¹/₂NW¹, NE¹/₂SE¹/₂. 9: N¹/₂, N¹/₂SW¹/₂, Lot 2, SE¹/₂SW¹/₂, SE¹/₂. 10: All. 11: All. 12: All. 13: WAWANEL, WL, WLWASEL, ELSWLSEL, NASELSEL. 14: All. 15: All. 16: Commencing at the Northeast corner of the SEL of Section 16, T. 34 S.R. 19 E.W.M., thence West 21.2 chains, thence North to the north line of said Section 16, thence East to the Northeast corner of said Section 16, thence South to the place of beginning. 16: A strip of land 40 feet wide being 20 feet on each side of the following described center line: Beginning at a point on the north line of the SEt of Section 16, T. 34 S.R. 19 E.W.M., 2405 feet from the northeast corner of said quarter section, which said point is the center of the canal at station 0-18.4, also known as station 1, thence S. 55° E. 281.6 feet to Station 2, thence S. $51^{-10'}$ E., 474.2 feet to Station 3, thence S. $57^{-45'}$ E., 257.3 feet to Station 4, thence S. $64^{\circ}05'$ E., 304 feet to Station 5, thence S. 76° E., 549.8 feet to Station 6, thence S. 69" E., 536 feet to Station 7, thence S. 76° E., 267.1 feet to Station 8, which point is on the east line of said Section 16, 1094 feet from the northeast corner making a forward angle of 76°. (48-73). 22: NaNa. 23: All. 24: Lots 1, 2, 3, 4, 5, 6, 7 and 8, N2SE1. Township 34 South, Range 20 East of the Willamette Meridian, Section 7: Lots 2, 3 and 4. 18: Lot 1.) 19: Lot 5 and 6, WASWE. 29: SASWE. 30: NWINEL, NANISWINEL, SISISWINEL, NWI, NISWI, NANISWISWI, NISINISWISWI, NINISELSWI, NISINISELSWI, NWISEL, NINISWISTI, N2S2N2SW2SE2, N2SE2SE2, N2S2SE2SE2, East 904 feet of the SISISELSEL. 31: East 904 feet of the $E_2^1E_2^1$.

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Township 34 South, Range 20 East of the Willamette Meridian,
Section 32: Né, NéSWé, SWÉSWé, NéSEÉSWé, NéSéEÉSWé, SEÉ.
33: NéNWé, SWÉNWé, NéSEÉNWé, SéSéÉEÉNWé, NéSWé, SWÉSWé, NéSEÉSWé, SéSEÉSWé, SEÉ.
34: SéNéNWéSWé, NéSéNWéSWé, SWÉSWé, SéNéSEÉSWé, SéSEÉSWé.

Township 35 South, Kange 19 East of the Willamette Meridian, Section 1: N2, Lots 1, 2, 3, 4, 5, 6, 7 and 8. 2: Lots 4, 5 and 6.

Township 35 South, Hange 20 East of the Willamette Meridian, Section 2: All. 3: All. 4: All. 5: All. 6: N¹/₂, NE¹/₂SW¹/₂, Lots 1, 2, 3, 4, SE¹/₂. 7: NE¹/₂NE¹/₂, Lots 1, 2, 5, 6, 7, 8, 9, 10 and 11, SE¹/₂NW¹/₂. 8: N¹/₂, NE¹/₂SW¹/₂, Lots 3 and 4, SE¹/₂. 9: All. 10: All except Lot 1. 11: Lots 6, 7, 8, 9, 10, NW¹/₂NE¹/₂, NW¹/₂SW¹/₂. 17: N¹/₂NE¹/₂.

Beginning at a point 8 rods North and 12 rods West from the Southeast corner of the Northwest Quarter of the Southwest Quarter of Section 24, Township 33 South, Range 18 East of the Willamette Meridian, thence running West 8 rods, thence North 117.4 feet to the South line of the County Road, thence North 87°13' East along the South line of the County Road to a point that is 123.8 feet North from the point of beginning, thence South 123.8 feet to the point of beginning.

Township 28 South, Range 14 East of the Willamette Meridian, Section 25: W 1/2. Section 26: N 1/2, N 1/2 S 1/2. Section 27: SE 1/4 NE 1/4, NE 1/4 SE 1/4.

Township 34 South, Range 19 East of the Willamette Meridian, Section 13: N 1/2 NE 1/4 NE 1/4 S 1/2 NE 1/4 NE 1/4 E 1/2 NW 1/4 NE 1/4 E 1/2 NW 1/4 NE 1/4

S 1/2 NE 1/4 NE 1/4 E 1/2 NW 1/4 NE 1/4 W 1/2 E 1/2 SW 1/4 NE 1/4 S 1/2 N 1/2 SE 1/4 NE 1/4 N 1/2 N 1/2 SE 1/4 NE 1/4 S 1/2 SE 1/4 NE 1/4 S 1/2 NE 1/4 SE 1/4 S 1/2 NE 1/4 SE 1/4 S 1/2 SE 1/4 SE 1/4

The following described real property in Klamath County, Oregon:

Lots 3 and 4, $S_2^1NW_4^1$ and SW_4^1 ; in Section 2; Lots 1, 2, 3, and 4, $S_2^1N_2^1$ and SE_4^1 , in Section 3; SW_4^1 in Section 4; E_2^1 in Section 10; ALL in Township 33 South, Range 13 East of the Willamette Meridian.

ALSO the $E_2^{1}SW_4^{1}$ and $SW_4^{1}SE_4^{1}$ in Section 10; the $SW_4^{1}SW_4^{1}$ in Section 11; $NE_4^{1}NW_4^{1}$ in Section 15; the $SE_4^{1}NW_4^{1}$ in Section 19; the $SE_4^{1}NE_4^{1}$ in Section 23; and the NW_4^{1} NE_4^{1} in Section 3, ALL in Township 33 South, Range 14 East of the Willamette Meridian.

ALSO the $W_2^1 S W_4^1 N E_4^1$; $S E_4^1 N W_4^1$ and $E_2^1 S W_4^1 N W_4^1$ in Section 20 of Township 35 South, Range 13 East of the Willamette Meridian.

STATE OF OREGON; COUNTY OF KLAMATH; Filed for record at request of Ones: Title this _____ day of _____ darling ... A D. 1066. at ... o'clock P M., and duly recorded in Vol. I. Like, ci Mar Long to on Page 7169. DORCTHY ROGERS, Journy Clerk Mesly. By 🚊 Rav

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