

28-6442

18947

Vol. 74

P. 6

6122

VOL 194 PAGE 743

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That on this 9th day of May, 1974,

LELCO, INC., an Oregon corporation; LEONARD LUNDGREN, dealing in his separate property

hereinafter called the MORTGAGORS, hereby grant, bargain, sell, convey and mortgage to

NORTHWEST LIVESTOCK

PRODUCTION CREDIT ASSOCIATION,

a corporation organized and existing under the Farm Credit Act of the Congress of the United States, as amended, with its

Portland

principal place of business in the City of

State of Oregon, hereinafter called the MORTGAGEE, the following described real estate in the

Klamath

County of Deschutes, Lake, Crook and /, State of Oregon, to-wit:

The description of the real property covered by this mortgage consists of eight pages market Exhibit "A" which is attached hereto and is by reference made a part hereof.

together with all the tenements, hereditaments, rights, privileges, appurtenances, and fixtures, including all irrigating and watering apparatus, now or hereafter belonging to, located on, 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, and all ditches or other conduits and rights of way thereof, appurtenant to said premises or used in connection therewith; and together with all range and grazing rights (including rights under the Taylor Grazing Act and Federal Forest Grazing privileges), now or hereafter issued in connection with or appurtenant to the said real property; and the mortgagors covenant that they will comply with all rules, regulations and laws pertaining thereto and will in good faith endeavor to keep the same in good standing and will execute all waivers and other documents required to give effect to these covenants, and that they will not sell, transfer, assign or otherwise dispose of said rights or privileges without the prior written consent of the mortgagee.

SUBJECT TO a mortgage of record to The Federal Land Bank

This conveyance is intended as a mortgage securing the performance of the covenants and agreements hereinafter contained, and the payment of the debt evidenced by the following described promissory note(s) made by one or more of the Mortgagors (unless otherwise indicated) to the order of the Mortgagee:

MATURITY DATE	DATE OF NOTE	AMOUNT OF NOTE
December 5, 1974	November 20, 1973	\$703,840.00
December 5, 1974	January 29, 1974	\$ 20,000.00

(In consideration of granting a loan in the amount of \$723,840.00 to G.I. Ranch, Inc., a wholly owned subsidiary of Lelco, Inc.)

This mortgage is intended to secure not only the note(s) hereinbefore specifically described, but also any outstanding balance of indebtedness however evidenced, not exceeding \$ 950,000.00, plus interest as hereinafter provided, due from Mortgagors to Mortgagee, or its assigns or successors, whether now existing or contracted for within a period of

five years from and after the date of filing of this mortgage; and this mortgage shall not be discharged nor shall its effectiveness as security for advances hereafter made be affected, by the fact that at certain times there may exist no indebtedness due from Mortgagors to Mortgagee; but the lien of this mortgage shall continue as security for any loan or advance made to Mortgagors by Mortgagee or its assigns, until it has been intentionally released. All indebtedness secured by this mortgage shall bear interest at the rate specified in the note(s) evidencing such indebtedness, provided, however, that if such rate or rates are thereafter increased or decreased by Mortgagee, all of the indebtedness secured hereby shall bear such increased or decreased rate of interest from the effective date thereof.

*including loans previously or contemporaneously or hereafter **or G.I. Ranch, Inc.

MORTGAGORS COVENANT AND AGREE:

That they are lawfully seized of said premises in fee simple, have good right and lawful authority to convey and mortgage the same, and that said premises are free from encumbrances except as stated above; and each of the Mortgagors will warrant and defend the same forever against the lawful claims and demands of all persons whomsoever except as stated above, hereby relinquishing all dower and homestead rights in the premises; and these covenants shall not be extinguished by any foreclosure hereof, but shall run with the land;

6123

VOL 194 PAGE 744

To pay when due all debts and money secured hereby;

To keep the buildings and other improvements now or hereafter existing on said premises in good repair and not to remove or demolish or permit the removal or demolition of any thereof; not to commit or suffer waste of any kind upon said premises; not to use or permit the use of said premises for any unlawful or objectionable purpose; and to do all acts and things necessary to preserve all water rights now or hereafter appurtenant to or used in connection with said premises;

To pay when due all taxes and assessments upon said premises; and to suffer no other lien or encumbrance prior to the lien of this mortgage to exist at any time against said premises, except as stated above;

To keep all buildings insured against loss or damage by fire in manner and form and in such company or companies and in such amount as shall be satisfactory to the Mortgagee; to pay when due all premiums and charges on all such insurance; to deposit with the Mortgagee, upon request, all insurance policies affecting the mortgaged premises, all of which said insurance shall be made payable, in case of loss, to the Mortgagee, with a mortgagee clause satisfactory to the Mortgagee;

To keep in good standing and free from delinquencies all obligations under any mortgage or other lien which is prior to this mortgage.

Should the Mortgagors be or become in default in any of the covenants or agreements herein contained, then the Mortgagee may, at its option, perform the same in whole or in part, and all expenditures made by the Mortgagee in so doing shall bear interest at the rate borne by the principal debt hereby secured, and shall be immediately repayable by the Mortgagors 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, then, in any such case, all 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 upon or during the continuance of the same or any other default.

In case of any suit to foreclose this mortgage or to collect any charge growing out of the debt hereby secured, or of any suit which the Mortgagee may deem it necessary to prosecute or 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 the records and abstracting or insuring the title, and such sums and costs and expenses shall be secured hereby and be included in the decree of foreclosure.

Upon or during the continuance of any default hereunder, the Mortgagee shall have the right forthwith to enter into and upon the mortgaged premises and take possession thereof, except under circumstances where such taking is expressly prohibited by law, and 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 and/or to manage the property during the pendency of legal proceedings. The rents, issues and profits of said premises after default shall accrue to Mortgagee's benefit and are hereby assigned and mortgaged to Mortgagee as additional security for the indebtedness herein described.

All rights and remedies conferred on Mortgagee by this mortgage are cumulative and additional to any and all other rights and remedies conferred by law, and are not exclusive. If any provision of this mortgage be found invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof; and the mortgage shall be construed as though the invalid or unenforceable provision had been omitted.

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.

Leonard Lundgren

LEICO, INC.

By

Attest:

President

Secretary

(Leave this space blank for filing data)

18917

STATE OF OREGON

County of Deschutes

I hereby certify that the within instrument

of writing was received for Record

the 14 day of May A.D. 1974

at 9:36 o'clock A.M. and recorded

in Book 194 on Page 743 Records

of Mortgage

ROSEMARY PATTERSON

County Clerk

By Anne Lindblom Deputy

ACKNOWLEDGMENT.

6124
VOL 194 PAGE 745

STATE OF OREGON

County of Deschutes

ss.

On this 14th day of May, 1974, before me personally appeared LEONARD LUNDGREN to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

(Official Seal)

Edmund West Elliott
Notary Public for the State of Oregon
My Commission expires May 22, 1976

STATE OF OREGON

County of Deschutes

ss.

On this 14th day of May, 1974, before me, the undersigned officer personally appeared Leonard Lundgren and Evelyn Cleveland to me known to be the President and Assistant Secretary respectively of the corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and each acknowledged said instrument to be his voluntary act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal

(Official seal)

Edmund West Elliott
Notary Public for the State of Oregon
My commission expires May 22, 1976

EXHIBIT A

CROOK COUNTY LANDS

IN TOWNSHIP 19 SOUTH OF RANGE 20 EAST OF THE WILLAMETTE MERIDIAN:

Section 35: S $\frac{1}{2}$ SW $\frac{1}{4}$.
Section 36: All.

IN TOWNSHIP 20 SOUTH OF RANGE 20 EAST OF THE WILLAMETTE MERIDIAN:

Section 1: Lots 3 and 4, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 2: Lots 1, 2, 3, and 4.
Section 11: W $\frac{1}{2}$.
Section 12: All.
Section 13: N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
Section 14: W $\frac{1}{2}$.
Section 15: That portion of the SE $\frac{1}{4}$ lying East of Van Lake County Road, as now located and constructed.
Section 22: SE $\frac{1}{4}$ SW $\frac{1}{4}$, and that portion of the SE $\frac{1}{4}$ NW $\frac{1}{4}$ and N $\frac{1}{2}$ SW $\frac{1}{4}$ lying East of Van Lake County Road, as now located and constructed.
Section 23: SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$.
Section 24: NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 26: N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$.
Section 27: NE $\frac{1}{4}$ NW $\frac{1}{4}$.
Section 35: N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.

IN TOWNSHIP 20 SOUTH OF RANGE 21 EAST OF THE WILLAMETTE MERIDIAN:

Section 1: W $\frac{1}{2}$ SW $\frac{1}{4}$.
Section 2: NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
Section 3: NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$.
Section 4: SE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 7: Lots 2, 3, and 4, E $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 8: S $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$.
Section 9: N $\frac{1}{2}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
Section 10: NE $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 11: N $\frac{1}{2}$.
Section 12: W $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 14: NW $\frac{1}{4}$ SW $\frac{1}{4}$.
Section 15: All.
Section 16: All.
Section 17: NE $\frac{1}{4}$, W $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 18: Lots 1, 2, 3, and 4, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, E $\frac{1}{2}$.
Section 19: NE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 20: N $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
Section 21: NW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$.
Section 22: NE $\frac{1}{4}$ NW $\frac{1}{4}$.
Section 27: SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 28: W $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$.
Section 29: W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 30: SE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$.
Section 31: N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$.
Section 32: NW $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, S $\frac{1}{2}$.
Section 33: N $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$.
Section 36: N $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$.

Return:
Federal Land Bank
P.O. Box 577
Redmond, OR 97756

IN TOWNSHIP 20 SOUTH OF RANGE 22 EAST OF THE WILLAMETTE MERIDIAN:

Section 2: N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$.
Section 3: SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 9: SE $\frac{1}{4}$.
Section 10: E $\frac{1}{2}$, SW $\frac{1}{4}$.
Section 11: W $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$.
Section 14: W $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
Section 15: E $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, SE $\frac{1}{4}$.
Section 19: SE $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 20: S $\frac{1}{2}$ SW $\frac{1}{4}$.
Section 22: All.
Section 23: NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 24: W $\frac{1}{2}$, SE $\frac{1}{4}$.
Section 25: All.
Section 26: E $\frac{1}{2}$ SE $\frac{1}{4}$, W $\frac{1}{2}$.
Section 27: All.
Section 28: S $\frac{1}{2}$ N $\frac{1}{2}$, S $\frac{1}{2}$.
Section 29: NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$, SE $\frac{1}{4}$.
Section 30: E $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 32: E $\frac{1}{2}$, N $\frac{1}{2}$ NW $\frac{1}{4}$.
Section 33: All.
Section 34: All.
Section 35: E $\frac{1}{2}$ SE $\frac{1}{4}$, W $\frac{1}{2}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 36: All.

IN TOWNSHIP 21 SOUTH OF RANGE 21 EAST OF THE WILLAMETTE MERIDIAN:

Section 1: Lots 2 and 3, S $\frac{1}{2}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$.
Section 2: SE $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 3: S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
Section 4: SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 5: Lots 3 and 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$.
Section 6: Lots 1 and 2, SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 7: E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 8: N $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 9: E $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$.
Section 10: W $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$.
Section 11: S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 12: SW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$.
Section 14: NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$.
Section 15: S $\frac{1}{2}$ N $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 16: All.
Section 17: N $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ N $\frac{1}{2}$.
Section 21: SE $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 22: NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 23: SE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 25: SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$.
Section 26: E $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 27: W $\frac{1}{2}$ NW $\frac{1}{4}$.
Section 28: NE $\frac{1}{4}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$.

Page 3 of 8.

IN TOWNSHIP 21 SOUTH OF RANGE 22 EAST OF THE WILLAMETTE MERIDIAN:

- Section 1: SE $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 2: Lots 1, 2, 3, and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.
- Section 3: Lots 1, 3, and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, S $\frac{1}{2}$ SW $\frac{1}{4}$.
- Section 4: Lots 1, 2, 3, and 4, S $\frac{1}{2}$ N $\frac{1}{2}$, SE $\frac{1}{4}$.
- Section 5: Lots 1 and 2, S $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 7: E $\frac{1}{2}$ NE $\frac{1}{4}$.
- Section 8: N $\frac{1}{2}$, N $\frac{1}{2}$ S $\frac{1}{2}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 9: SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$.
- Section 10: E $\frac{1}{2}$ SE $\frac{1}{4}$.
- Section 11: NW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$.
- Section 12: NE $\frac{1}{4}$ NE $\frac{1}{4}$.
- Section 13: SE $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 14: NW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 15: NE $\frac{1}{4}$ NE $\frac{1}{4}$.
- Section 17: W $\frac{1}{2}$ NE $\frac{1}{4}$, E $\frac{1}{2}$ N $\frac{1}{2}$.
- Section 22: NE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$.
- Section 23: E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$.
- Section 24: SW $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$, NE $\frac{1}{4}$ NE $\frac{1}{4}$.
- Section 26: W $\frac{1}{2}$ N $\frac{1}{2}$.
- Section 27: E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$ NE $\frac{1}{4}$.
- Section 31: S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$.
- Section 34: N $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$.
- Section 35: W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$.

IN TOWNSHIP 21 SOUTH OF RANGE 23 EAST OF THE WILLAMETTE MERIDIAN:

- Section 6: Lots 1, 2, and 7, S $\frac{1}{2}$ SW $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$.
- Section 7: Lot 1, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.
- Section 29: E $\frac{1}{2}$.
- Section 33: W $\frac{1}{2}$.

IN TOWNSHIP 21 SOUTH OF RANGE 24 EAST OF THE WILLAMETTE MERIDIAN:

- Section 7: All.
- Section 10: E $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$.
- Section 17: All.
- Section 19: All.
- Section 21: All.
- Section 29: All.
- Section 31: All.
- Section 33: All.

Together with Johnston Turbine Pump, serial No. 230, 75 H.P. General Electric motor, #6-12-106; Murette Pump, 75 H.P. "Brook" motor, serial No. X193886, and 1320 feet of 18 inch buried steel mainline, or any replacements thereof, now or hereafter used with said property, which are hereby declared appurtenant thereto.

Section
North
South
North H
TOWNSHIP TWENTY-TWO
Section One (1)
Lot One (1)
Lot Two (2)
Lot Three (3)
Lot Four (4)

DESCHUTES COUNTY LANDS

TOWNSHIP TWENTY-TWO (22) SOUTH, RANGE TWENTY-TWO (22) E.W.M.:

Section Two (2):

West Half of the Southwest Quarter ($W\frac{1}{2}SW\frac{1}{4}$);

Section Three (3):

Lot One (1), also being Northeast Quarter of Northeast Quarter ($NE\frac{1}{4}NE\frac{1}{4}$);
Lot Two (2), also being Northwest Quarter of Northeast Quarter ($NW\frac{1}{4}NE\frac{1}{4}$);
South Half of the Northeast Quarter ($S\frac{1}{2}NE\frac{1}{4}$); the Southeast Quarter ($SE\frac{1}{4}$);

Section Ten (10):

Northeast Quarter of the Northeast Quarter ($NE\frac{1}{4}NE\frac{1}{4}$);
East Half of the Southeast Quarter ($E\frac{1}{2}SE\frac{1}{4}$);

Section Eleven (11):

Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$);
South Half of the Northwest Quarter ($S\frac{1}{2}NW\frac{1}{4}$);
South Half of the Northeast Quarter ($S\frac{1}{2}NE\frac{1}{4}$); the South Half ($S\frac{1}{2}$);

Section Twelve (12):

The South Half ($S\frac{1}{2}$);

Section Thirteen (13):

The North Half ($N\frac{1}{2}$); the Southeast Quarter ($SE\frac{1}{4}$);

Section Fourteen (14):

Northwest Quarter ($NW\frac{1}{4}$); Northeast Quarter ($NE\frac{1}{4}$);
North Half of the Southwest Quarter ($N\frac{1}{2}SW\frac{1}{4}$);

Section Sixteen (16):

All;

Section Twenty-four (24):

Northeast Quarter ($NE\frac{1}{4}$); North Half of the Northwest Quarter ($N\frac{1}{2}NW\frac{1}{4}$);
Southeast Quarter of the Northwest Quarter ($SE\frac{1}{4}NW\frac{1}{4}$);
North Half of the Southeast Quarter ($N\frac{1}{2}SE\frac{1}{4}$);

TOWNSHIP TWENTY-TWO (22) SOUTH, RANGE TWENTY-THREE (23) E.W.M.:

Section One (1):

Lot One (1), also being Northeast Quarter of Northeast Quarter ($NE\frac{1}{4}NE\frac{1}{4}$);
Lot Two (2), also being Northwest Quarter of Northeast Quarter ($NW\frac{1}{4}NE\frac{1}{4}$);
Lot Three (3), also being Northeast Quarter of Northwest Quarter ($NE\frac{1}{4}NW\frac{1}{4}$);
Lot Four (4), also being Northwest Quarter of Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$);
South Half of the North Half ($S\frac{1}{2}N\frac{1}{2}$);

Section Seven (7):

Lot Three (3), also being the Northwest Quarter of the Southwest Quarter ($NW\frac{1}{4}SW\frac{1}{4}$);
Lot Four (4), also being the Southwest Quarter of the Southwest Quarter ($SW\frac{1}{4}SW\frac{1}{4}$);
East Half of the Southwest Quarter ($E\frac{1}{2}SW\frac{1}{4}$);

Section Eleven (11):

All;

Section Thirteen (13):

All;

Section Eighteen (18):

Lot One (1), also being Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$);
Lot Two (2), also being Southwest Quarter of Northwest Quarter ($SW\frac{1}{4}NW\frac{1}{4}$);
East Half of the Northwest Quarter ($E\frac{1}{2}NW\frac{1}{4}$);
Lot Three (3), also being Northwest Quarter of Southwest Quarter ($NW\frac{1}{4}SW\frac{1}{4}$);
Lot Four (4), also being Southwest Quarter of Southwest Quarter ($SW\frac{1}{4}SW\frac{1}{4}$);
East Half of the Southwest Quarter ($E\frac{1}{2}SW\frac{1}{4}$);

Section Nineteen (19):

Lot One (1), also being Northwest Quarter of Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$);
Lot Two (2), also being Southwest Quarter of Northwest Quarter ($SW\frac{1}{4}NW\frac{1}{4}$);
East Half of Northwest Quarter ($E\frac{1}{2}NW\frac{1}{4}$);
Lot Three (3), also being Northwest Quarter of Southwest Quarter ($NW\frac{1}{4}SW\frac{1}{4}$);
Lot Four (4), also being Southwest Quarter of Southwest Quarter ($SW\frac{1}{4}SW\frac{1}{4}$);
Northeast Quarter of the Southwest Quarter ($NE\frac{1}{4}SW\frac{1}{4}$).

All in Deschutes County, Oregon. - - -

LAKE COUNTY LANDS

VOL 194 PAGE 751
6130

Parcel No. 1

Township 23 South, Range 21 East of the Willamette Meridian,
Section 24: NW $\frac{1}{4}$ NW $\frac{1}{4}$.

Township 23 South, Range 22 East of the Willamette Meridian,
Section 7: SE $\frac{1}{4}$.
Section 17: N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$.
Section 18: NE $\frac{1}{4}$ NE $\frac{1}{4}$.
Section 34: SE $\frac{1}{4}$ SE $\frac{1}{4}$.

Township 24 South, Range 22 East of the Willamette Meridian,
Section 2: Lot 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$.
Section 3: Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 7: N $\frac{1}{2}$.
Section 9: E $\frac{1}{2}$.
Section 13: N $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$.
Section 14: SE $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 15: S $\frac{1}{2}$.
Section 19: E $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 20: W $\frac{1}{2}$.
Section 22: N $\frac{1}{2}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 23: NE $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$.
Section 26: N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 27: E $\frac{1}{2}$ NE $\frac{1}{4}$, SW $\frac{1}{4}$, SE $\frac{1}{4}$.
Section 28: SE $\frac{1}{4}$.
Section 29: All.
Section 30: E $\frac{1}{2}$ NE $\frac{1}{4}$.
Section 32: E $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ NW $\frac{1}{4}$.
Section 33: N $\frac{1}{2}$.
Section 34: N $\frac{1}{2}$.
Section 35: N $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$.
Section 36: NE $\frac{1}{4}$.

Township 24 South, Range 23 East of the Willamette Meridian,
Section 30: Lots 2, 3, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 31: NE $\frac{1}{4}$ NE $\frac{1}{4}$, Lots 2, 3 and 4, SE $\frac{1}{4}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 32: W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 34: W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 35: SW $\frac{1}{4}$ SW $\frac{1}{4}$.

Township 25 South, Range 23 East of the Willamette Meridian,
Section 2: Lot 4, SW $\frac{1}{4}$ NW $\frac{1}{4}$.
Section 3: Lot 1, SE $\frac{1}{4}$ NE $\frac{1}{4}$.
Section 4: Lot 2, SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$.

Parcel No. 2

Township 24 South, Range 22 East of the Willamette Meridian,
Section 10: SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 14: N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.
Section 15: N $\frac{1}{2}$.
Section 17: NW $\frac{1}{4}$.
Section 18: All.
Section 19: Lots 1, 2, E $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$.

Parcel No. 2 continued

Section 20: SE $\frac{1}{4}$.
 Section 21: W $\frac{1}{2}$ SW $\frac{1}{4}$.
 Section 23: N $\frac{1}{2}$ NW $\frac{1}{4}$.
 Section 28: W $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$.
 Section 8: SW $\frac{1}{4}$.

Township 24 South, Range 21 East of the Willamette Meridian,
 Section 11: NW $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$.
 Section 12: S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.
 Section 13: NW $\frac{1}{4}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$.
 Section 14: NE $\frac{1}{4}$ NE $\frac{1}{4}$.
 Section 24: NE $\frac{1}{4}$ NE $\frac{1}{4}$.

Township 23 South, Range 22 East of the Willamette Meridian,
 Section 34: SE $\frac{1}{4}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$.
 Section 35: S $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$.

Parcel No. 3

Township 23 South, Range 22 East of the Willamette Meridian,
 Section 14: SW $\frac{1}{4}$ SE $\frac{1}{4}$.
 Section 23: NW $\frac{1}{4}$ NE $\frac{1}{4}$.
 Section 24: NW $\frac{1}{4}$ SW $\frac{1}{4}$.

Township 23 South, Range 23 East of the Willamette Meridian,
 Section 18: SE $\frac{1}{4}$ SE $\frac{1}{4}$.

Parcel No. 4

Township 23 South, Range 22 East of the Willamette Meridian,
 Section 32: S $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$.
 Section 33: SW $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$.

Township 24 South, Range 22 East of the Willamette Meridian,
 Section 4: Lot 4, S $\frac{1}{2}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$.
 Section 5: E $\frac{1}{2}$ NE $\frac{1}{4}$.

Parcel No. 5

Township 24 South, Range 21 East of the Willamette Meridian,
 Section 2: S $\frac{1}{2}$ SW $\frac{1}{4}$.
 Section 10: S $\frac{1}{2}$ SE $\frac{1}{4}$.
 Section 11: NW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, NW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$.
 Section 13: NE $\frac{1}{4}$, E $\frac{1}{2}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$.
 Section 15: N $\frac{1}{2}$ NE $\frac{1}{4}$.

Parcel No. 6

Township 24 South, Range 21 East of the Willamette Meridian,
 Section 11: E $\frac{1}{2}$ SW $\frac{1}{4}$.
 Section 13: SW $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ SW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$.
 Section 14: W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ NW $\frac{1}{4}$, NW $\frac{1}{4}$ SW $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$.
 Section 15: SE $\frac{1}{4}$ NE $\frac{1}{4}$.

Township 24 South, Range 22 East of the Willamette Meridian,
 Section 17: E $\frac{1}{2}$, SW $\frac{1}{4}$.

Page 8 of 8.

VOL 194 PAGE 753

Parcel No. 7

Township 23 South, Range 21 East of the Willamette Meridian,
Section 13: SE $\frac{1}{4}$.
Section 24: NE $\frac{1}{4}$, E $\frac{1}{2}$ SE $\frac{1}{4}$.
Section 25: NE $\frac{1}{4}$ NE $\frac{1}{4}$.

6132

Township 23 South, Range 22 East of the Willamette Meridian,
Section 19: SE $\frac{1}{4}$ SW $\frac{1}{4}$.
Section 30: Lots 1 and 2, E $\frac{1}{2}$ NW $\frac{1}{4}$.

KLAMATH COUNTY LANDS

Township 25 South, Range 6 East of the Willamette Meridian:
Section 13: E $\frac{1}{2}$
Section 24: NE $\frac{1}{4}$, E $\frac{1}{2}$ W $\frac{1}{2}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$
Section 25: NW $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$

Township 25 South, Range 7 East of the Willamette Meridian:
Section 18: Lots 1, 2, 3 and 4.

STATE OF OREGON; COUNTY OF KLAMATH: ss.

Filed for record at request of TRANSAMERICA TITLE INS. CO.
this 15th day of MAY A.D. 1974 at 4:35 o'clock P.M. and duly recorded in

Vol. M 74 of MORTGAGES on Page 6122

FFB 3 22.00

WM. D. MILNE, County Clerk

By *Robert D. Smith* Deputy