

84628

## TRUST DEED

Vol. M80 Page 9345

THIS TRUST DEED, made this 30<sup>th</sup> day of December, 1979, between

, 19 79, between

, as Grantor,

, as Trustee,

, as Beneficiary,

NORTHERN PROPERTIES, a Limited Partnership  
and Klamath County Title Company  
and Klamath Sycan River Estates, a Partnership composed of Recreational Land, as Beneficiary,  
Company and National Forest Land Dev- WITNESSETH: elopment Co.

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property  
in Klamath County, Oregon, described as:

Legal Description is attached hereto as Exhibit "A" and incorporated herein by this  
reference.

This Deed of Trust is subject to all of the provisions set forth on Exhibit "B" attached  
hereto and incorporated herein by this reference.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof, and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Two Hundred Sixty-Two Thousand Six Hundred Fifty (\$262,650.00) Dollars, with interest

thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable March 15, 1990.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$....., written in policies acceptable to the beneficiary, with loss payable to the latter; all companies acceptable to the beneficiary shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary, not at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. 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.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust, including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee, and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the item or charge thereto; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sued or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event, the above described real property is currently used for agricultural, timber or grazing purposes, the beneficiary may proceed to foreclose this trust deed in equity, as a mortgage in the manner provided by law for mortgage foreclosures. However if said real property is not so currently used, the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations secured hereby, whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.755.

13. Should the beneficiary elect to foreclose by advertisement and sale, then after default at any time prior to five days before the date set by the trustee for the trustee's sale, the grantor or other person so privileged by ORS 86.760, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the obligations secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding \$50 each) other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said property either

in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

14. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

15. For any reason permitted by law beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, containing reference to this trust deed and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

16. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

9346

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto  
and that he will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:  
(a) for agricultural purposes,  
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

\* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor or such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice.

STATE OF CALIFORNIA  
COUNTY OF ORANGE } SS.

On DEC. 20, 1979

before me, the undersigned, a Notary Public in and for said County and State, personally appeared

JOSEPH WHELAN BILLS

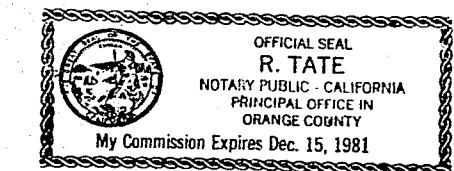
to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Signature

R. TATE



FOR NOTARY SEAL OR STAMP



# TRUST DEED

(Form No. 881)

Grantor

Beneficiary

STATE OF OREGON

I certify that the within instrument was received for record on the day of 19 at o'clock M., and record in book on page or as file number Record of Mortgages of said County. Witness my hand and seal County affixed.

By ...  
Deputy  
STEVENSON LAW FIRM, PORTLAND, ORE.  
KCTC

## REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: , Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to

DATED: , 19

Beneficiary

**Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.**

DESCRIPTION OF PROPERTY

## KLANATH FALLS FOREST ESTATES - SYCAN UNIT

BLK. NO.	LOT DESCRIPTION	LOT	ASSESSOR PARCEL NO.
5	NLY 415 ft. of the WLY. 1035 ft. of NLY 415 ft. of the ELY. 1035 ft. of	6	08-3313-3200-0500
5	SLY 415 ft. of the WLY. 1035 ft. of	"	08-3313-3200-0400
5	Sly 415 ft. of the WLY. 1035 ft. of	"	08-3313-3200-0600
5	Sly 415 ft. of the ELY. 1035 ft. of	"	08-3313-3200-1500
5	Sly 415 ft. of the WLY. 1035 ft. of	"	08-3313-3200-1700
5	NLY 415 ft. of the ELY. 1035 ft. of	"	08-3313-3200-1600
5	Sly 415 ft. of the WLY. 1035 ft. of	"	08-3313-3200-3400
5	NLY. 415 ft. of the ELY. 1035 ft. of	"	08-3313-3200-4500
5	NLY 415 ft. of the WLY. 1035 ft. of	"	08-3313-3200-4600
5	NLY 415 ft. of the WLY. 1035 ft. of	"	08-3313-3200-3200
5	NLY 415 ft. of the ELY. 1035 ft. of	"	08-3313-3200-1300
5	SLY 415 ft. of the ELY. 1035 ft. of	"	08-3313-3200-1200
5	SLY 415 ft. of the WLY. 1035 ft. of	"	08-3313-3200-1900
5	NLY 415 ft. of the ELY. 1035 ft. of	"	08-3313-3200-1800
5	NLY 415 ft. of the WLY. 1035 ft. of	"	08-3313-3200-0200
5	SLY 415 ft. of the WLY. 1035 ft. of	"	08-3313-2900-5600
5	SLY 415 ft. of the ELY. 1035 ft. of	"	08-3313-2900-4600
5	NLY 415 ft. of the WLY. 1035 ft. of	"	08-3313-2900-5100
5	NLY 415 ft. of the ELY. 1035 ft. of	"	08-3313-2900-3600
5	SLY 415 ft. of the ELY. 1035 ft. of	"	08-3313-2900-3500
5	SLY 415 ft. of the WLY. 1035 ft. of	"	08-3313-2900-4200
5	SLY 415 ft. of the ELY. 1035 ft. of	"	08-3313-2900-4100
5	SLY 415 ft. of the WLY. 1035 ft. of	"	08-3313-2900-2600
5	The ELY. 1035 ft. of the North 1/2 of	"	08-3313-2900-3200
5	Sly 415 ft. of the ELY. 1035 ft. of	"	08-3313-2900-3100
5	Sly 415 ft. of the WLY. 1035 ft. of	"	08-3313-2900-1500
6	The WLY. 415 ft. of	"	08-3313-2900-2200
6	The WLY. 415 ft. of the ELY. 830 ft. of	"	08-3313-3000-2700
6	The ELY. 415 ft. of	"	08-3313-3000-4700
6	All of Lot 10, except the South 1233 ft. and the West 400 ft.	"	08-3313-3000-4800
6	The ELY. 400 ft. of the South 1/2 of	Lot 11	08-3313-2100-0900
6	The WLY. 400 ft. of the South 1/2 of	"	08-3313-2800-1000
6	All of Lot 14, except the South 1233 ft. and the West 400 ft.	"	08-3313-2800-0900
6	The East 400 of the South 1233 ft. of	Lot 15	08-3313-2200-0400
			08-3313-2700-0600



BLK. NO.	LOT DESCRIPTION	ASSESSOR PARCEL NO.	
		Lot	Assessor No.
11	East 575 ft. of the West 1035 ft., measured along North line, " 1	1	08-3313-2800-1400
11	East 1035 ft. of North 480 ft., measured along North and East line, " 1	1	08-3313-2800-1300
11	Beginning at the Northeast corner of Lot 2; thence West along the North of said Lot, 630 ft.; thence South to the Easterly line of said Lot; thence Northeasterly along said line to the point of beginning, " 2	2	08-3313-2700-2200
11	Beginning at a point which bears S. $35^{\circ}57'32''$ W. 1000 ft. and N. $54^{\circ}02'28''$ W. 400 ft. from the most Easterly corner of Lot 3; thence N. $54^{\circ}02'28''$ W. to a point on the Westerly line of Lot 3; thence S. $34^{\circ}23'58''$ W. to the Southwesterly corner of Lot 3; thence along the Southerly line of Lot 3 to a point which is S. $35^{\circ}57'32''$ W. from the point of beginning; thence N. $35^{\circ}57'32''$ E. " 3	3	08-3313-2700-2600
11	The Sely. 415 ft. of the Nely. 975 ft. of All Lot 5, except the Nwly. 415 ft. and the Nely 975 ft. " 4	4	08-3313-2700-3100
11	The Nly. 500 ft. of the Ely. 780.59 ft. measured along North line, " 5	5	08-3313-2700-3600
11	Beginning at a point that is S. $89^{\circ}59'20''$ E. 480 ft. and South 800 ft. from the Northwest corner of Lot 10; thence South to the Southerly line of said Lot 10; thence Northwest and Northerly along the exterior lines of said Lot to a point that is West of the point of beginning; thence East to the point of beginning. " 10	10	08-3313-2700-1600
12	The North 460 ft. of the West 1/2 of The South 460 ft. of the East 1/2 of The South 460 ft. of the East 1/2 of " 2	2	08-3313-3400-0800
12	The South 460 ft. of the West 1/2 of " 3	3	08-3313-3400-1800
12	<del>The South 460 ft. of the East 1/2 of</del> " 4	4	<del>08-3313-3400-2700</del>
12	<del>The South 460 ft. of the West 1/2 of</del> " 5	5	<del>08-3313-3400-3500</del>
14	West 415 ft. of the South 1037.5 ft. of " 3	3	08-3313-2600-1600
14	West 415 ft. of the North 1037.5 ft. of " 4	4	08-3313-2600-0700
14	East 415 ft. of the North 1037.5 ft. of " 4	4	08-3313-2600-0800
14	East 415 ft. of the South 1037.5 ft. of " 4	4	08-3313-2600-1300
14	East 415 ft. of the North 1037.5 ft. of " 5	5	08-3313-2600-1000
14	Sly. 415 ft. of the Wly. 1035 ft. of " 9	9	08-3313-2500-3400
14	All Lot 10, except the North 400 ft. and the West 1035 ft. " 10	10	08-3313-2500-4100
14	All Lot 10, except the North 400 ft. and the East 1035 ft. " 10	10	08-3313-2500-4200
15	The North 430 ft. of the West 1059.15 ft. of " 3	3	08-3313-2500-0400
15	All Lot 3, except the South 430 ft. and the West 1059.15 ft. " 3	3	08-3313-2500-0500
15	North 415 ft. of the East 1/2 of " 6	6	08-3313-2500-3000
15	North 400 ft. of the East 1062.18 ft. of " 7	7	08-3313-2500-3800

9350

## ASSESSOR PARCEL NO.

BLK. NO.	LOT DESCRIPTION	Lot	No.
16	Beginning at a point on the East line of Lot 1 that is North 900 ft. from the Southeast corner thereof; thence West to the West line thereof; thence Northerly, Easterly and Southerly along the exterior lines of said Lot to the point of beginning.	1	08-3313-2300-0900
16	Beginning at a point on the East line of Lot 1 that is North 430 ft. from the Southeast corner thereof; thence North along East line 470 ft.; thence West to the Westerly line of said Lot; thence Southerly along the Westerly line of said Lot to a point West of the point of beginning; thence East to the point of beginning.	"	08-3313-2300-1500
16	Beginning at the Southeast corner of Lot 1; thence North along the East line 430 ft.; thence West to the Easterly line of said Lot; thence Southerly and Easterly along the exterior lines of said Lot to the point of beginning.	"	08-3313-2300-1600
16	Beginning at a point 450 ft. North and 700 ft. West of the Southeast corner of Lot 2; thence North to the Northerly line of said Lot; thence Easterly and Southerly along the exterior lines of said Lot to a point East of the point of beginning; thence West to the point of beginning.	"	08-3313-2300-2000
16	The South 450 ft. of the East 870 ft. of	"	08-3313-2300-2100
16	The West 1/2 of the West 1/2 of	"	08-3313-2400-4800
16	The East 1/2 of the West 1/2 of	"	08-3313-2400-4700
16	The West 1/2 of the East 1/2 of	"	08-3313-2400-4600
16	The East 1/2 of the East 1/2 of	"	08-3313-2400-4500
16	The West 490 ft. of	"	08-3313-2400-4400
16	The East 500 ft. of the West 990 ft., measured along North line of West of the Northeast corner thereof; thence South 850.11 ft.; thence West to the Easterly line of White Ash Lane; thence North- erly and Westerly along said line to a point 1110 ft. West of the East line of said Lot; thence North to the North line of said Lot; thence East 550 ft. to the point of beginning.	"	08-3313-2400-4300
16	Beginning at the Northeast corner of Lot 4; thence West along the North line of said Lot 560 ft.; thence South 850.11 ft.; thence East 560 ft. to the East line of said Lot; thence North 850 ft. to the point of beginning.	"	08-3313-2400-4200
16	The North 550 ft. of the West 900 ft. of	"	08-3313-2400-4100
16	The West 350 ft. of	"	08-3313-2400-4000
16	The East 400 ft. of the West 750 ft.	"	08-3313-2400-4900
16	Beginning at the Northeast corner of Lot 6; thence West along the North line of said Lot 941.48 ft.; thence South 450 ft.; thence East to the Easterly line of said Lot; thence Northeast- erly along said Easterly line to the point of beginning.	"	08-3313-2400-5000
16		"	08-3313-2400-5100

9351

## BLK. NO.

BLK. NO.	LOT DESCRIPTION	ASSSESSOR PARCEL NO.
16	The Ely. 725 ft. of the Nly. 635 ft. of The Ely. 725 ft. of the Sly. 635 ft. of	08-3313-2300-3200
16	The Wly. 725 ft. of the Sly. 635 ft. of	08-3313-2300-3300
16	The Sly. 635 ft. of the Ely. 686 ft. of	08-3313-2300-3400
17	The North 415 ft. of The North 900 ft. of the East 450 ft. of	08-3313-2300-3500
17	All Lot 1, except the West 1100 ft. and the South 490 ft. The South 490 ft. of Lot 1, except the West 1100 ft. thereof	08-3313-2300-1200
18	The West 1100 ft., except the South 415 ft. of	08-3313-1300-1000
18	The Sly. 415 ft. of the West 1100 ft. of	08-3313-1300-1100
18	The North 415 ft. of the West 1100 ft. of	08-3313-1300-3400
18	The North 415 ft. of the West 1/2 of	08-3313-1300-4100
18	The North 415 ft. of the East 1/2 of	08-3313-1300-4400
18	The South 415 ft. of the East 1/2 of	08-3313-1300-4300
18	The South 415 ft. of the East 1/2 of	08-3313-1300-5200
18	The South 415 ft. of the West 1/2 of	08-3313-1300-5100
18	The North 415 ft. of the West 1/2 of	08-3313-1300-6100
18	The North 415 ft. of the West 1/2 of	08-3313-2400-0700
18	The South 415.03 ft. of the East 1/2 of	08-3313-2400-0900
18	The South 415 ft. of the West 1/2 of	08-3313-2400-1000
18	The North 415 ft. of the West 1/2 of	08-3313-2400-0800
18	The North 415 ft. of the East 1/2 of	08-3313-2400-1600
18	The East 500 ft. of the West 1700 ft. of	08-3313-2400-1100
18	The East 400 ft. of the West 1200 ft. of	08-3313-2400-3600
18	The East 400 ft. of the West 800 ft. of	08-3313-2400-3500
18	The West 400 ft. of	08-3313-2400-3400
18	The West 415 ft. of the North 1035 ft. of	08-3313-2400-3300
18	The East 415 ft. of the North 1035 ft. of	08-3313-2400-1800
18	The West 415 ft. of the South 1035 ft. of	08-3313-2400-1700
18	The West 415 ft. of the North 1035 ft. of	08-3313-2400-3100
18	The East 415 ft. of the North 1035 ft. of	08-3313-2400-2000
18	The East 415 ft. of the South 1035 ft. of	08-3313-2400-1900
18	The West 415 ft. of the South 1035 ft. of	08-3313-2400-3000
18	The West 415 ft. of the North 1035 ft. of	08-3313-2400-2900
18	The East 415 ft. of the North 1035 ft. of	08-3313-2400-2200
18	The East 415 ft. of the South 1035 ft. of	08-3313-2400-2100
18	The West 415 ft. of the South 1035 ft. of	08-3313-2400-2800
18	The North 460 ft. of the South 890 ft. of	08-3313-2400-2700
19	The South 430 ft. of	08-3313-2400-2500
		08-3313-2400-2600

9352

BLK. NO.	LOT DESCRIPTION	LOT	ASSESSOR PARCEL NO.
18	The South 410 ft. of Lot 14, except the East 1660 ft. thereof	14	08-3313-2400-0200
18	The West 415 ft. of the East 1660 ft. of	" 14	08-3313-2400-0300
18	The West 415 ft. of the East 1245 ft. of	" 14	08-3313-2400-0400
18	The West 415 ft. of the East 830 ft. of	" 14	08-3313-2400-0500
18	The East 415 ft. of	" 14	08-3313-2400-0600
18	Beginning at the Northeast corner of Lot 15; thence South 415 ft;		
18	thence West 1000 ft; thence North to the Northerly line of said		
18	Lot; thence East along Northerly line to the point of beginning."	15	08-3313-1300-5500
18	Beginning at the Southeast corner of Lot 15; thence North 415 ft;		
18	thence West 1000 ft; thence South to the Southerly line of said		
18	Lot; thence East along Southerly line to the point of beginning."	15	08-3313-1300-6000
18	Beginning at a point South 415 ft. and West 1000 ft. from the		
18	Northeast corner of Lot 15; thence South to the Southerly line		
18	of said Lot; thence Westerly to the Southwest corner of said Lot;		
18	thence Northerly along Westerly line of said Lot to a point West		
18	of the point of beginning; thence East to the point of beginning."	15	08-3313-1300-5900
18	The East 1000 ft. of the North 415 ft. of	16	08-3313-1300-4500
18	The East 1000 ft., except the North 415 ft. thereof of	16	08-3313-1300-5000
18	All Lot 16, except the North 415 ft. and the East 1000 ft.	16	08-3313-1300-4900
18	The North 415 ft. of the East 1000 ft. of	" 17	08-3313-1300-3500
18	The South 415 ft. of the East 1000 ft. of	" 17	08-3313-1300-4000
18	The North 415 ft. of the East 1000 ft. of	" 18	08-3313-1300-2500

---END DESCRIPTIONS---

ADDITIONAL PROVISIONS TO DEED OF TRUST

From time to time and at the request of Trustor, Beneficiary shall instruct the Trustee under the Deed of Trust to release any legal parcel of the Real Property described herein from the lien and priority of this Deed of Trust, provided the Beneficiary has theretofore received from the Trustor the sum of ONE THOUSAND SIX HUNDRED FIFTY DOLLARS (\$1,650.00) for each such parcel to be so released. All Release Payments shall apply against the obligatory payments of principal and interest next due under the Note secured hereby, and all principal payments under the terms of said Note shall be credited on amounts paid for partial reconveyances hereunder.

## EXHIBIT "B" TO DEED OF TRUST

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title Co.this 22nd day of May A. D. 1980 at 10:10 o'clock A. M., orfully recorded in Vol. M80, of Mortgages on Page 9345

Wm D. MILNE, County Clr

By Bernetha Shetech

Fee \$35.00