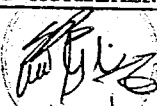


AFTER RECORDING RETURN TO:

Wells Fargo Bank, N.A.
461 "J" Street
Los Banos, CA 93635
Attn: D. K. Livingston

MORTGAGE AND SECURITY AGREEMENT

DATED: January 4, 1982 
FROM: BITTERBRUSH LAND & CATTLE COMPANY,
a California general partnership

Mortgagor

TO: WELLS FARGO BANK, N.A., a
national banking association
461 "J" Street
Los Banos, California 93635

Mortgagee

Mortgagor is the owner of the real property described on attached Exhibit A (the "Real Property").

Mortgagee has agreed to lend funds to Mortgagor. Mortgagor's indebtedness will be evidenced by a promissory note or notes which with any notes given in renewal of or substitution for the notes originally issued are called "the Notes." The Notes will mature not later than October 31, 1981.

To secure payment by Mortgagor of the indebtedness to be evidenced by the Notes with interest thereon in strict accordance with the terms of the Notes and performance by Mortgagor of the covenants contained in this Mortgage and Security Agreement (the "Mortgage") and a separate security agreement (the "Security Agreement") between Mortgagee and Mortgagor dated January 4, 1982, Mortgagor mortgages, conveys and grants a security interest to Mortgagee in the Real Property with all appurtenances, all crops, including hay now or hereafter grown on the Real Property, all existing or future improvements, and all equipment, furnishings and fixtures owned by Mortgagor now or hereafter located on or used in connection with the Real Property, all of which is called the "Mortgaged Property," and presently assigns to Mortgagee all rents, revenues, income, issues and profits from the Mortgaged Property, whether now or hereafter due, on the following terms and conditions:

1. Payment and Performance.

Mortgagor will pay to Mortgagee promptly when due all amounts payment of which is secured by this Mortgage and will strictly perform all obligations imposed upon Mortgagor by this Mortgage and the Security Agreement.

2. Possession.

Until in default, Mortgagor may remain in possession and control of and operate and manage the Mortgaged

82 JAN 20 PM 2 05

Property and collect the rents, revenues, income, issues and profits.

3. Warranties of Mortgagor.

3.1 Title. Mortgagor warrants that it holds marketable title to the Mortgaged Property subject only to the defects or encumbrances stated on Exhibit A. Mortgagor shall defend Mortgagee's rights against the claims and demands of all persons except on account of the defects and encumbrances set forth in Exhibit A.

3.2 Compliance with Laws. Mortgagor warrants that its use of the Mortgaged Property complies with all existing applicable laws, ordinances and regulations of governmental authorities.

4. Maintenance and Alterations.

4.1 Duty to Maintain. Mortgagor shall maintain the Mortgaged Property in first class condition and promptly perform all repairs and maintenance necessary to preserve its value.

4.2 Waste; Nuisance. Mortgagor shall neither conduct or permit any nuisance nor commit or suffer any strip or waste on the Mortgaged Property.

4.3 Removal of Improvements. Mortgagor shall not demolish or remove any improvements from the Mortgaged Property without the prior written consent of Mortgagee, which will not be withheld if Mortgagor makes arrangements satisfactory to Mortgagee to replace any improvement which Mortgagor proposes to remove with one of at least equal value. "Improvements" shall include all existing and future buildings, structures and parking facilities.

4.4 Mortgagee's Right to Enter and Inspect. Mortgagee and its agents and representatives may enter upon the Mortgaged Property at all reasonable times to attend to Mortgagee's interest and to inspect the Mortgaged Property.

4.5 Compliance with Governmental Requirements. Mortgagor shall promptly comply with all laws, ordinances and regulations of all governmental authorities applicable to the use or occupancy of the Mortgaged Property. Mortgagor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Mortgagee's interest in the Mortgaged Property is not jeopardized.

5. Taxes and Assessments; Liens and Claims.

5.1 Payment. Mortgagor shall pay when due all taxes and assessments against the Mortgaged Property and all claims and demands arising from Mortgagor's use or occupancy of the Mortgaged Property.

5.2 Protection of the Mortgaged Property. Mortgagor shall not permit any lien prior or equal to the

lien of this Mortgage to be imposed upon the Mortgaged Property.

5.3 Mortgagor's Right to Contest. Mortgagor may withhold payment of any taxes, assessments, claims or demands or may elect to contest any lien if Mortgagor is in good faith conducting appropriate proceedings to contest the obligation to pay and so long as Mortgagee's interest in the Mortgaged Property is not jeopardized. If the Mortgaged Property is subjected to a lien which is not discharged within 15 days, Mortgagor shall deposit with Mortgagee cash, a sufficient corporate surety bond or other security satisfactory to Mortgagee in an amount adequate to provide for the discharge of the lien plus any interest, costs, attorneys' fees or other charges that could accrue as a result of foreclosure or sale. In any contest Mortgagor shall defend itself and Mortgagee and shall satisfy any final adverse judgment before enforcement against the Mortgaged Property. Mortgagor shall name Mortgagee as an additional obligee under any surety bond furnished in the contest proceedings.

5.4 Evidence of Payment of Taxes or Assessments. Mortgagor shall upon demand furnish to Mortgagee evidence of payment of the taxes or assessments and shall authorize the appropriate county official to deliver to Mortgagee at any time a written statement of the taxes and assessments against the Mortgaged Property.

5.5 Reserves. Mortgagee may require Mortgagor to maintain with Mortgagee reserves for payment of taxes and assessments, which reserves shall be created by monthly payments of a sum estimated by Mortgagee to be sufficient to produce, at least 15 days before due, amounts at least equal to the taxes and assessments to be paid. If 15 days before payment is due the reserve funds are insufficient, Mortgagor shall upon demand pay any deficiency to Mortgagee. The reserve funds shall be held by Mortgagee as a general deposit from Mortgagor and shall constitute a noninterest bearing debt from Mortgagee to Mortgagor which Mortgagee may satisfy by payment of the taxes and assessments required to be paid by Mortgagor as they become due. Mortgagee does not hold the reserve funds in trust for Mortgagor, and Mortgagee is not the agent of Mortgagor for payment of the taxes and assessments required to be paid by Mortgagor.

5.6 Notice to Mortgagee. Mortgagor shall notify Mortgagee at least 15 days before the commencement of any work, the furnishing of any services or the supplying of any materials to the Mortgaged Property the cost of which is to exceed \$25,000 and the nature of which is such that a construction lien might be asserted on account of the work, services or materials. Mortgagor will on request furnish to Mortgagee advance assurances satisfactory to Mortgagee that it can and will pay the cost of such improvements.

6. Casualty Insurance.

6.1 Maintenance of Casualty Insurance. Mortgagor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on an actual cash value basis covering all improvements on the Mortgaged

Property in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Mortgagee. Policies shall be written by insurance companies reasonably acceptable to Mortgagee. Mortgagor shall deliver to Mortgagee certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of 10 days' written notice to Mortgagee.

6.2 Mortgagor's Report on Insurance. Within 60 days after the close of its fiscal year, Mortgagor shall furnish to Mortgagee a report on each existing policy of insurance showing:

- (a) the name of the insurer;
- (b) the risks insured;
- (c) the amount of the policy;
- (d) the property insured, the then current cash value of the property, and the manner of determining that value; and

(e) the expiration date of the policy. Mortgagor shall upon request have an independent appraiser satisfactory to Mortgagee determine the cash value of the Mortgaged Property.

6.3 Application of Proceeds. Mortgagor shall promptly notify Mortgagee of any loss or damage to the Mortgaged Property. Mortgagee may make proof of loss if Mortgagor fails to do so within 15 days of the casualty. All proceeds of any insurance on the Mortgaged Property shall be held by Mortgagee as part of the Mortgaged Property. If Mortgagor elects to repair or replace the damaged or destroyed improvements in a manner satisfactory to Mortgagee, Mortgagee shall, upon satisfactory proof of expenditure, pay or reimburse Mortgagor from the proceeds for the reasonable cost of repair or restoration. If Mortgagor elects not to restore the Mortgaged Property, Mortgagee shall retain a sufficient amount of the proceeds to pay all amounts due under this Mortgage, and shall pay the balance to Mortgagor. Any proceeds which have not been paid out within 180 days after their receipt and which Mortgagor has not committed to the repair or restoration of the Mortgaged Property shall be used to prepay first accrued interest and then principal of Mortgagor's indebtedness.

6.4 Reserves. Mortgagee may require Mortgagor to maintain with Mortgagee reserves for payment of insurance premiums. The reserves shall be created and held in the same manner as provided in Section 5.5 above for reserves for payment of taxes and assessments.

6.5 Compliance with Prior Indebtedness. During the period in which any prior mortgage or trust deed described in Section 9.1 is in effect, compliance with the insurance provisions contained in said mortgage or trust deed shall constitute compliance with the insurance provisions under this Mortgage. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division

of proceeds shall apply only to that portion of the proceeds not payable to said mortgagee, trustee or beneficiary.

7. Imposition of Tax by State.

7.1 State Taxes Covered. This section shall apply to the following state taxes:

(a) A specific tax on mortgages or any part of the secured indebtedness.

(b) A specific tax on the owner of mortgaged property which the taxpayer is authorized or required to deduct from payments on the mortgage.

(c) A tax on mortgaged property chargeable against the mortgagee or holder of the note secured.

(d) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by mortgagors.

7.2 Effect of Taxes. If any state tax to which this section applies is enacted after the date of this Mortgage, this shall constitute an event of default unless the following conditions are met:

(a) Mortgagor may lawfully pay the tax or charge imposed by the state tax, and

(b) Mortgagor pays or offers to pay the tax or charge within 30 days after notice from Mortgagee that the tax law has been enacted.

8. Transfer.

Mortgagor shall not transfer or agree to transfer the Mortgaged Property without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld. Consent by Mortgagee to one transfer shall not constitute consent to other transfers or a waiver of this section. Mortgagee may, as a condition to consenting to any transfer, impose an assumption fee of 1 percent of the outstanding indebtedness and increase the interest rate on the indebtedness by an amount not to exceed 2 percent per annum.

9. Prior Indebtedness.

9.1 Prior Lien. The lien securing the Indebtedness secured by this Mortgage is and remains secondary and inferior to the liens of the following mortgages or trust deeds securing payment of prior notes as follows:

1. Mortgage to the Federal Land Bank of Spokane, a corporation in Spokane, Washington dated February 20, 1981 to secure payment of \$350,000.00.
2. Mortgage to the Federal Land Bank of Spokane, a corporation in Spokane, Washington dated July 24, 1981 to secure payment of \$495,000.00.
3. Mortgage to Hubert Bruns and Merle S. Bruns dated July 31, 1981 to secure payment of \$250,000.00.

Mortgagor expressly covenants and agrees to pay or see to the payment of the indebtedness secured by such prior mortgages or trust deeds and to prevent any defaults thereunder.

9.2 Default. If the payment of any installment of principal or any interest on the prior indebtedness is not made within the time required by the note evidencing such indebtedness, or should an event of default occur under such mortgages or trust deeds securing such indebtedness and not be cured during any applicable grace period therein, then the Indebtedness secured by this Mortgage shall, at the option of the Mortgagee, become immediately due and payable.

10. Events of Default.

The following shall constitute events of default:

(a) Failure of Mortgagor to make any payment required under this Mortgage when due.

(b) Failure of Mortgagor to perform any other obligation contained in this Mortgage or the Security Agreement, within 30 days after notice from Mortgagee specifying the nature of the default or, if the default cannot be cured within 30 days, failure within such time to commence and pursue with reasonable diligence curative action. No notice of default and no opportunity to cure shall be required if during the same calendar year Mortgagee has already sent a notice to Mortgagor concerning default in performance of the same obligation.

(c) Failure of Mortgagor to pay any installment of principal or interest on the prior notes and mortgages or trust deeds, as it shall become due, or commencement of any suit or other action to foreclose said prior mortgages or trust deeds.

(d) Dissolution, insolvency, business failure or discontinuance of Mortgagor as a going business (except for labor disputes); appointment of a receiver of any of the property of, assignment for the benefit of creditors by a commencement of any proceedings under any bankruptcy or insolvency laws by Mortgagor; failure of Mortgagor to obtain dismissal or deny the contents of any petition filed against it under any bankruptcy or insolvency laws within the time required to answer.

11. Mortgagee's Rights upon Default.

11.1 Remedies. On default Mortgagee may exercise any one or more of the following rights and remedies in addition to any other remedy which may be available at law, in equity or otherwise:

(a) Mortgagee may declare the entire amount owed by Mortgagor, including any prepayment

penalty which Mortgagor would be required to pay, immediately due and payable.

(b) Mortgagee may have a receiver appointed as a matter of right or may exercise all rights of a receiver as a mortgagee-in-possession.

(c) Mortgagee may, either through a receiver or as a mortgagee-in-possession, take possession of all or any part of the Mortgaged Property, which shall be peaceably surrendered by Mortgagor.

(d) Mortgagee may revoke Mortgagor's right to collect the rents and revenues from the Mortgaged Property, and may, either itself or through a receiver, collect the same. To facilitate collection, Mortgagee may notify Mortgagor's tenants to pay rents directly to it. Mortgagee shall not be deemed a mortgagee-in-possession solely by reason of exercise of the rights contained in this subparagraph.

(e) Mortgagee may obtain a decree foreclosing Mortgagor's interest in all or any part of the Mortgaged Property.

(f) If permitted by applicable law, Mortgagee may foreclose Mortgagor's interest in all or any part of the Mortgaged Property by non-judicial sale.

(g) If permitted by applicable law, Mortgagee may obtain a judgment for any deficiency remaining in the indebtedness due to Mortgagee after application of all amounts received from the exercise of the rights provided in this section.

(h) With respect to any part of the Mortgaged Property that is personal property, Mortgagee may exercise the rights and remedies of a secured party under the Uniform Commercial Code of the state in which the property is located.

11.2 Receiver. Mortgagee shall be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Mortgaged Property exceeds the amount of the secured indebtedness, and any receiver appointed may serve without bond. Employment by Mortgagee shall not disqualify a person from serving as receiver.

11.3 Rights of Receiver or Mortgagee-in-Possession. Upon taking possession of all or any part of the Mortgaged Property the receiver or Mortgagee may:

(a) Use, operate, manage, control and conduct business on the Mortgaged Property and make expenditures for all maintenance and improvements as in its judgment are proper;

(b) Collect all rents, revenues, income, issues and profits from the Mortgaged Property and apply such sums to the expenses of use, operation and management;

(c) At Mortgagee's option, complete any construction in progress on the Mortgaged Property, and in that connection pay bills, borrow funds, employ contractors and make any changes in plans or specifications as Mortgagee deems appropriate.

If the revenues produced by the Mortgaged Property are insufficient to pay expenses, the receiver may borrow, from Mortgagee or otherwise, or Mortgagee may borrow or advance such sums as it deems necessary for the purposes stated in this paragraph, and repayment of such sums shall be secured by this Mortgage. The amounts borrowed or advanced shall bear interest at the highest rate then being charged on any of the Notes from the date of expenditure until repaid and shall be payable by Mortgagor to Mortgagee on demand.

11.4 Manner of Nonjudicial Sale. In exercising the remedies provided in paragraphs 11.1(f) and (h), Mortgagee may sell all or any part of the Mortgaged Property as a whole or in parcels. Mortgagee may bid at any public sale on all or any portion of the Mortgaged Property. Mortgagee shall give Mortgagor reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition of the Mortgaged Property is to be made, and notice given at least 10 days prior to the time of the sale or other disposition shall be conclusively presumed to be reasonable. A public sale conducted in the following fashion shall be conclusively presumed to be reasonable:

(a) Notice is given at least 10 days prior to the date of sale by publication once in a newspaper of general circulation published in the county in which the sale is to be held;

(b) The sale is held in a county in which the Mortgaged Property or any part is located or in a county in which Mortgagor has a place of business;

(c) Payment is required to be in cash or by certified check immediately following the close of the sale, except that if Mortgagee bids it need not actually make payment;

(d) The sale is by auction, but it need not be by a professional auctioneer;

(e) The Mortgaged Property is sold as is and without any preparation for sale by Mortgagee.

11.5 Election of Remedies. Election by Mortgagee to pursue one remedy shall not exclude resort to any other remedy, and all remedies of Mortgagee under this Mortgage are cumulative and not exclusive. An election to make expenditures or to take action to perform an obligation under paragraph 12.7 shall neither prejudice Mortgagee's

right to declare a default nor constitute a waiver of the breached term or of any of the remedies provided in this section.

11.6 Application of Proceeds from Mortgaged Property. All proceeds realized from the exercise of Mortgagee's rights and remedies shall be applied as follows:

(a) To pay the costs of exercising such rights and remedies, including the costs of any sale, the costs and expenses of any receiver or mortgagee-in-possession, and the costs and expenses provided for in paragraph 12.3;

(b) To pay all amounts owed by Mortgagor payment of which is secured by this Mortgage;

(c) The overplus, if any, shall be paid to the clerk of the court in the case of a foreclosure by a judicial proceeding, otherwise to the person or persons legally entitled thereto.

12. Miscellaneous.

12.1 Notices. Any notice under this Mortgage shall be in writing. Any notice to be given or document to be delivered under this Mortgage shall be effective when either delivered in person or deposited as registered or certified mail, postage prepaid, addressed to the party at the address specified in this Mortgage. Either party may by notice to the other designate a different address.

12.2 Annual Reports. Within 60 days following the close of each fiscal year of Mortgagor, Mortgagor shall furnish to Mortgagee a statement of net operating income received from the Mortgaged Property during Mortgagor's previous fiscal year in such detail as Mortgagee shall require. "Net operating income" shall mean all cash receipts from the Mortgaged Property less all cash expenditures made in connection with the operation of the Mortgaged Property.

12.3 Expenses. In the event that Mortgagee shall take any action, judicial or otherwise, to enforce the Notes or any provision of this Mortgage, or the Security Agreement or if Mortgagee shall be required to appear in any proceeding to protect and maintain the priority of this Mortgage, Mortgagee shall be entitled to recover from Mortgagor all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records, the cost of title reports and surveyors' reports, and attorneys' fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with nonjudicial action. Mortgagor shall reimburse Mortgagee for expenses so incurred on demand with interest thereon at the highest rate then being paid on any of the Notes from the date of expenditure until repaid.

12.4 Waiver. A waiver by Mortgagee of a breach of any provision of this Mortgage shall not constitute a waiver of that provision or of any succeeding breach of or

prejudice Mortgagee's right otherwise to demand strict compliance with the same or any other provision.

12.5 Mortgage Binding upon Successors and Assigns. Subject to Section 8, this Mortgage shall be binding on and inure to the benefit of the successors and assigns of both Mortgagor and Mortgagee. If ownership of the Mortgaged Property becomes vested in a person other than Mortgagor, Mortgagee, without notice to Mortgagor, may deal with Mortgagor's successor with reference to this Mortgage and the Notes by way of forebearance or extension without releasing Mortgagor from the obligations of this Mortgage or liability under the Notes.

12.6 Time of Essence. Time is of the essence of this Mortgage.

12.7 Mortgagee's Right to Perform Obligations of Mortgagor. If Mortgagor fails to perform any obligation required of it under this Mortgage, Mortgagee without notice may take any steps necessary to remedy such failure. Mortgagor shall reimburse Mortgagee for all amounts expended in so doing on demand with interest at the highest rate then being paid on any of the Notes from the date of expenditure until repaid. Such action by Mortgagee shall not constitute a waiver of the default or any other right or remedy which Mortgagee may have on account of Mortgagor's default.

12.8 Security Agreement; Financing Statements. This instrument shall constitute a security agreement under the Uniform Commercial Code with respect to any personal property included in the Mortgaged Property and the rents, revenues, income, issues and profits therefrom (the Collateral). Mortgagor shall promptly execute the necessary financing statements in the form required by the Uniform Commercial Code in effect in the state in which the Collateral is located and shall file the statements at Mortgagor's expense in all public offices where filing is required to perfect the security interest of Mortgagee in the Collateral. Mortgagee may, at any time and at its option without further authorization from Mortgagor, file copies of this instrument as financing statements. Upon default Mortgagor shall, within three days after receipt of written demand from Mortgagee, assemble the Collateral and make it available to Mortgagee at a place designated by Mortgagee.

12.9 Release on Full Performance. If Mortgagor pays the full indebtedness when due and performs all obligations under this Mortgage, Mortgagee shall, if requested, execute and deliver to Mortgagor a suitable satisfaction of this Mortgage.

12.10 Applicable Law. This Mortgage has been executed and delivered to Mortgagee in the State of California and all payments are to be made to Mortgagee in the State of California. The law of the State of California shall be applicable for the purpose of construing and determining the validity of this Mortgage and, to the fullest extent permitted by the law of any state in which any of the Mortgaged Property is located, determining the rights and remedies of Mortgagee on default. The law of the state

where the Mortgaged Property is located shall control whether the property may be sold without judicial foreclosure.

BITTERBRUSH LAND & CATTLE COMPANY,
a California general partnership

By Stuart L. Brown Partner
By George Lindemann Partner
By Warren Wolfson Partner
By Tom Lindemann Sec.

STATE OF California

STATE OF CALIFORNIA

County of Merced

On this fourth

before me.

day of January

Melinda Pereira

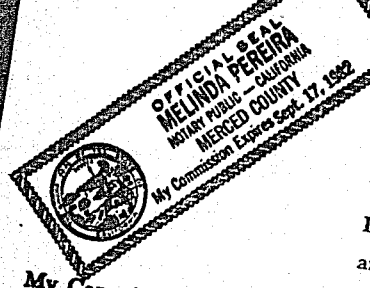
PARTNERSHIP ACKNOWLEDGEMENT

in the year one thousand nine hundred and eighty-two
a Notary Public in and for the said County and State
residing therein, duly commissioned and sworn, personally appeared Stuart L. Brown,
Warren Wolfson, and partner Lindemann Farms, Inc. by George Lindemann,
Pres. & Tom Lindemann, Sec.

known to me to be ~~one of~~ the partners of the partnership that executed the within instru-
ment and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in
and for the said County and State, the day and year in this Certificate first above written.

Melinda Pereira
Notary Public in and for said County and State of California



My Commission Expires 9-17-82

Form PJ - Hopkins Legal Forms, 2328 Fruitvale Ave., Oakland, CA 94601

EXHIBIT A
LEGAL DESCRIPTIONS

7 C's Ranch

PARCEL 1

That portion of Lot 1 of Section 7, Township 37 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the section line 150 feet, more or less, West of the Northeast corner of said Lot 1; thence East along the section line a distance of 150 feet, more or less, to the said Northeast corner; thence South a distance of 60 feet, more or less, to a point on the East line of said Lot 1; thence in a Northwestern direction to the point of beginning.

ALSO a strip of land 100 feet in width in the Northeast quarter of the Northwest quarter (NE $\frac{1}{4}$ of NW $\frac{1}{4}$), Northwest quarter of the Northeast quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) and South half of the Northeast quarter (S $\frac{1}{2}$ of NE $\frac{1}{4}$) of Section 7, Township 37 South, Range 15 East of the Willamette Meridian, as described in that deed from Blv Logging Company to Weyerhaeuser Timber Company, dated July 10, 1950 and recorded November 22, 1950 in Book 243 at page 444, Deed Records.

PARCEL 2

The S $\frac{1}{4}$; SW $\frac{1}{4}$ NE $\frac{1}{4}$ and SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 36, Township 36 South, Range 14 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 3

The S $\frac{1}{4}$ S $\frac{1}{4}$ Section 31, Township 36 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 4

Government Lot 1; those portions of Government Lots 2 and 3 lying Northeasterly of Weyerhaeuser Timber County Road; the S $\frac{1}{2}$ NE $\frac{1}{4}$; the S $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$; the SE $\frac{1}{4}$ lying Northeasterly of the Klamath Falls-Lakeview Highway; and the S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ lying Northeasterly of the Klamath Falls-Lakeview Highway, EXCEPTING THEREFROM the S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$; all of Section 1, Township 37 South, Range 14 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 5

The N $\frac{1}{4}$; W $\frac{1}{2}$ SW $\frac{1}{4}$; SE $\frac{1}{4}$ SW $\frac{1}{4}$; S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$ and the W $\frac{1}{2}$ SE $\frac{1}{4}$ Section 5, Township 37 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 6

All of Section 6, Township 37 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying North-east of U.S. Highway #66.

PARCEL 7

The NE $\frac{1}{4}$ and E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 7, Township 37 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying Northeasterly of U.S. Highway #66.

PARCEL 8

The N $\frac{1}{2}$ N $\frac{1}{2}$; S $\frac{1}{2}$ NE $\frac{1}{4}$; and the SW $\frac{1}{4}$ NW $\frac{1}{4}$, EXCEPT the South 330 feet, all in Section 8, Township 37 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

PARCEL 9

The N $\frac{1}{2}$ of Lot 1 lying North of U.S. Highway No. 66, also known as Highway No. 140, in Section 7, Township 37 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon, EXCEPT the following described tract:

Beginning at a point on the North Section line 150 feet West of the Northeast corner of Lot 1; thence East 150 feet to the said Northeast corner; thence South 60 feet; thence Northwesterly to the point of beginning.

North Fork Ranch

The following described real property situate in Klamath County, Oregon:

Township 35 South, Range 14, E.W.M.
Section 32: W $\frac{1}{2}$, W $\frac{1}{2}$ E $\frac{1}{2}$

Township 36 South, Range 14, E.W.M.
Section 5: All
Section 8: All

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~on 1/20/82~~

On 20 day of January A.D. 1982 at 3:05 clock P.M., and
duly recorded in Vol. M 82, of Mtge on r.a.c. 842.

Fee \$52.00

By Jay McQuinn
EVILYN BERRY, County Clerk