

AFTER RECORDING, RETURN TO:

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UNTIL A CHANGE IS REQUESTED,  
MAIL ALL TAX STATEMENTS TO:  
Bank of America  
Attention: K. Fitzgerald  
3600 American River Drive  
Sacramento, CA 95825

DEED IN LIEU OF FORECLOSURE

ELWOOD E. OWENS, Grantor, conveys and warrants to Bank of America, NT & SA, a national bank, the real property described on the attached Exhibit A, free of encumbrances except as set forth on the attached Exhibit A.

Grantor covenants that:

1. This Deed is absolute in effect and conveys fee simple title to the real property described on the attached Exhibit A to Grantee and does not operate as a mortgage, trust conveyance or security of any kind.
2. Grantor is the owner of the real property free of all encumbrances except as set forth on the attached Exhibit A.
3. Grantor hereby waives, surrenders, conveys and relinquishes any equity of redemption and any statutory rights of redemption concerning the real property described on the attached Exhibit A and the mortgage set forth on the attached Exhibit A.
4. Grantor is not acting under any misapprehension as to the legal effect of this Deed, nor any duress, undue influence or misrepresentation of Grantee, Grantee's agents or attorneys, or any other person.
5. This Deed does not affect the merger of the fee ownership with the lien of the mortgage described on the attached Exhibit A. The fee and the lien of such mortgage shall hereafter remain separate and distinct.
6. This Deed in Lieu of Foreclosure is executed pursuant to the terms of an agreement among, inter alia, Grantor and Grantee, dated June 15, 1984.

7. The true consideration for this conveyance is the partial satisfaction of indebtedness due Grantee, such partial satisfaction in the amount of \$2,075,000.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

DATED this 13 day of December, 1984.

Elwood E. Owens  
Elwood E. Owens

STATE OF CALIFORNIA )  
COUNTY OF Delaware ) ss.

The foregoing instrument was acknowledged before me this 13 day of December, 1984, by ELWOOD E. OWENS.

Notary Public for California  
My Commission Expires: April 2, 1985

MILLER RANCH:

All that certain property situate, lying and being in the County of Klamath, State of Oregon, described as follows:

PARCEL ONE:

Township 33 South, Range 7 1/2 East of the Willamette Meridian:

Section 20: S 1/2 SW 1/4

Section 28: S 1/2

Section 29: W 1/2 NE 1/4, NW 1/4, N 1/2 SW 1/4, and NW 1/4 SE 1/4

Section 30: Beginning at the Southwest corner of the NW 1/4 of the NE 1/4 of Section 30, thence North 60 feet; thence East parallel with the South line of the N 1/2 of the NE 1/4 of said Section 30, 2640 feet more or less, to the East line of said Section 30; thence South 60 feet to the Southeast corner of the NE 1/4 of the NE 1/4 of Section 30; thence West along the South line of the N 1/2 of the NE 1/4 of said Section 30, 2640 feet more or less to the place of beginning, and being a strip of land 60 feet in width off the South side of the N 1/2 of the NE 1/4 of said Section 30; Also SE 1/4 NW 1/4, E 1/2 SW 1/4 and Lots 2, 3 and 4 Township 33 South Range 6 East of the Willamette Meridian;

Section 25: S 1/2 NE 1/4, SE 1/4 and E 1/2 SW 1/4

Section 36: E 1/2 NW 1/4

PARCEL 2:

Township 33 South Range 7 1/2 East of Willamette Meridian: Section 30: NE 1/4 NW 1/4 and Lot 1

Township 33 South, Range 6 East of Willamette Meridian:

Section 23: E 1/2 SE 1/4 SE 1/4 and E 1/2 W 1/2 SE 1/4 SE 1/4

Section 25: N 1/2 NE 1/4, NW 1/4 and W 1/2 SW 1/4

Section 26: E 1/2 NE 1/4 NE 1/4, E 1/2 W 1/2 NE 1/4 of the NE 1/4, SE 1/4 NE 1/4, NE 1/4 SE 1/4 and S 1/2 SE 1/4

## Subject to:

1. Right of way for irrigation laterals as disclosed by Deed from Fort Klamath Meadows Co. to Meadows Drainage District recorded October 25, 1922 in Deed Volume 59 at page 273 Records of Klamath County, Oregon, if the same affects the above described premises or any portion thereof.
2. Easements, rights and restrictions imposed and created by decree including the terms and provisions thereof, dated December 30, 1919 entered in Equity Suit No. 1038 as in the Circuit Court of the State of Oregon for the County of Klamath in Journal No. 9 at page 546.

3. An easement and right of way granted to The California Oregon Power Company, a California Corporation by an instrument including the terms and provisions thereof, dated November 16, 1939, recorded January 18, 1940 in Deed Volume 126 at page 468, Records of Klamath County, Oregon.
4. An easement and right of way granted to The California Oregon Power Company, a California Corporation by an instrument including the terms and provisions thereof, dated December 5, 1939, recorded December 5, 1939 in Deed Volume 126 at page 469, Records of Klamath County, Oregon.
5. An easement and right of way granted to The United States of America acting by and through the Forest Service United States Department of Agriculture by an instrument, including the terms and provisions thereof, dated November 20, 1948, recorded on February 8, 1949 in Deed Volume 228 at page 419, Records of Klamath County, Oregon.
6. The terms and provisions of that certain agreement between Loren Miller Co. a corporation, et al., first parties and Ira F. Orem and Marie Orem, husband and wife, second parties dated July 25, 1952, recorded October 28, 1952 in Deed Volume 257 at page 429 Records of Klamath County, Oregon. (Gives second parties right of use and requires their payment of proportionate costs of Melhose Ditch)
7. The terms and provisions of that certain agreement between Loren Miller Co. a corporation, et al., first parties and Ira E. Orem and Marie Orem, husband and wife second parties, dated July 25, 1952, recorded October 28, 1962 in Deed Volume 257 at page 433, Records of Klamath County, Oregon. (Gives second parties right of use and requires their payment of proportionate costs of Blue Springs Ditch.)
8. The terms and provisions of that certain agreement between Loren Miller Co., a corporation, et al., first parties and J. P. McAuliffe and Nora McAuliffe, husband and wife, second parties, dated November 19, 1952, recorded January 17, 1953 in Deed Volume 258 at page 595 Records of Klamath County, Oregon. (Gives second parties right of use and requires their payment of proportionate costs of Melhose Ditch)
9. Rights of the public in and to any portion of said premises lying within the limits of roads or highways.
10. Mortgage, including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein, given to secure the payment of \$240,000.00
 

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|-----------|--|---------------------|
| Dated     | : December 16, 1964  | Book: 228 Page: 133 |
| Recorded  | : January 6, 1965  |                     |
| Mortgagor | : Elwood E. Owens and Elizabeth M. Owens, husband and wife   |                     |
| Mortgagee | : The Travelers Insurance Company, a Connecticut Corporation |                     |
11. Covenants, easements and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms thereof,
 

|          |                      |                    |
|----------|----------------------|--------------------|
| Recorded | : September 20, 1922 | Book: 59 Page: 157 |
| Recorded | : November 7, 1891   | Book: 6 Page: 612  |

12. As disclosed by the assessment and tax roll, the premises herein have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes, an additional tax, plus interest and penalty, will be levied for the number of years in which this special assessment was in effect for the land.

13. Restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, as shown on the recorded plat of Hessig Addition to Fort Klamath.

14. Any adverse claim based upon the assertion that:

(a) Said land or any part thereof is now or at any time has been below the ordinary high water mark of the Wood River.

(b) Some portion of said land has been brought within the boundaries thereof by a change in the location of Wood River.

(c) Some portion of said land has been created by artificial means or has accreted to such portion so created.

15. 1984-85 real property taxes.

16. Mortgage, including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein, given to secure the payment of the continuing guarantees held in support of the Jim Owens Cattle Company

Dated: June 2, 1978

Recorded: July 12, 1978, book M-78, page 14973

Mortgagor: Elwood E. Owens

Mortgagee: Bank of America National Trust & Savings Association

17. That certain lease wherein Elwood E. Owens, James P. Owens and Laura B. Owens are the lessors and LMJ Cattle Company, a partnership composed of Lauren P. Owens, Mark E. Owens and James Robert Owens are the lessees, dated June 1, 1984, and expiring no later than December 31, 1984.

STATE OF OREGON, )

County of Klamath )

Filed for record at request of

In this 17th day of December A.D. 19 84  
10:55 o'clock A M. and du

to be recorded in Vol. M84 of Deeds

Page 20949

**EVELYN BEHN**, County Clerk

By [Signature] Deputy

Fee 21.00