

AFTER RECORDING, RETURN TO:

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

JAMES PETER 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, and the conveyance of adjoining property, is the partial satisfaction of indebtedness due Grantee, such partial satisfaction in the amount of \$540,000.

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.

James Peter Owens
James Peter Owens

STATE OF CALIFORNIA)
COUNTY OF San Diego) ss.

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

Notary Public for California
My Commission Expires: April 3, 1985

HANNIGAN RANCH:

That certain real property situate, lying and being in the County of Klamath, State of Oregon, bounded and described as follows:

The East half of the Northeast quarter of Section 8, Township 33 South, Range 7 1/2 East of the Willamette Meridian.

Government Lots 1 and 2 and that portion of Government Lots 7 and 8 lying Westerly of the Westerly right of way line of highway Number 62 in Section 9 Township 33 South, Range 7 1/2 East of the Willamette Meridian.

The W 1/2 NW 1/4 of Section 9, Township 33 South, Range 7 1/2 East of the Willamette Meridian.

Subject to:

1. Reservations, including the terms and provisions thereof, in

| | | | |
|----------|---|---|--------------------|
| Patent | : | July 19, 1897 | |
| Dated | : | November 10, 1928 | Book: 11 Page: 440 |
| Recorded | : | E 1/2 NE 1/4 Sec. 8 and W 1/2 NW 1/4 Sec. 9 | |
| Affects | : | June 4, 1892 | |
| Dated | : | June 18, 1892 | Book: 7 Page: 319 |
| Recorded | : | | |

2. An easement created by instrument, including the terms and provisions thereof,

| | | | |
|-------------|---|---|--------------------|
| Dated | : | November 1, 1928 | |
| Recorded | : | November 10, 1928 | Book: 82 Page: 523 |
| In favor of | : | California Oregon Power | |
| For | : | Easement for transmission and distribution of electricity | |

3. 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 \$80,000.00

| | | | |
|-----------|---|-------------------|----------------------|
| Dated | : | January 15, 1973 | |
| Recorded | : | January 16, 1973 | Book: M-73 Page: 584 |
| Mortgagor | : | James Peter Owens | |
| Mortgagee | : | JoAnna Hannigan | |

4. 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.

5. Any claim to ownership of, or claim of right, title, or interest to the land brought by or on behalf of any individual Indian or tribe of Indians including, but not limited to, any loss or damage arising by reason of a claim that a fee patent by the U. S. to an Indian allottee is void or by reason of a Treaty claim or claim of Aboriginal Title.

20965

6. 1984-85 real property taxes.

7. 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 14976

Mortgagor: James Peter Owens

Mortgagee: Bank of America National Trust & Savings Association

8. 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

on this 17th day of December A.D. 19 84
at 10:55 o'clock A M. and duly
recorded in Vol. M84 of Deeds

page 20962

EVELYN BIEHN, County Clerk

By [Signature] Deputy

Fee 17.00