



The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully seized in fee simple of said described real property and has a valid, unencumbered title thereto  
Encumbrances of record

9128

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)\* primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below),  
(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, execu-tors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, 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.  
Julee's Sun Bear Resorts, Inc.

By : John Post, President

*John Post*  
John Post, Individually

\* 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 as 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, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON,

County of Lane

6/12, 19 85

Personally appeared the above named

JOHN POST

and acknowledged the foregoing instru-ment to be his voluntary act and deed.

(OFFICIAL SEAL)

*Orian M. Pitterson*  
Notary Public for Oregon

My commission expires: 3/9/89

STATE OF OREGON, County of LANE

6/12, 19 85

Personally appeared

JOHN POST

ss.

duly sworn, did say that the former is the president of Julee's Sun Bear Resorts

and each of them acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon

*Orian M. Pitterson*

My commission expires: 3/9/89

(OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO:

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

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.

TRUST DEED

(FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Grantor

Beneficiary

AFTER RECORDING RETURN TO  
Northwest Escrow Inc.  
1307 Lincoln St.  
Eugene, OR 97401

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,

County of

ss.

I certify that the within instrument was received for record on the day of 19 at o'clock M., and recorded in book/reel/volume No. on page or as fee/file/instru-ment/microfilm/reception No. Record of Mortgages of said County. Witness my hand and seal of County affixed.

NAME

TITLE

By

Deputy

## DESCRIPTION

## PARCEL 1:

A tract of land situated in the Southwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at an iron pin on the Easterly right of way line of the Dalles-California Highway which lies South  $19^{\circ} 24'$  East a distance of 649.2 feet from the Southwest corner of Block 8 of Chemult, Oregon, and running thence continuing South  $19^{\circ} 24'$  East along the Easterly right of way line of the Dalles-California Highway a distance of 242.4 feet to an iron pin; thence North  $70^{\circ} 36'$  East 330 feet to an iron pin on the Westerly right of way line of the S. P. R. R., which pin is also on the Westerly right of way line West along the Westerly right of way line of the S. P. R. R., a distance of 242.4 feet to an iron pin; thence South  $70^{\circ} 36'$  West a distance of 325.6 feet more or less, to the point of beginning, said tract being in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

## PARCEL 2:

A tract of land situated in the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point on the Easterly right of way line of the Dalles-California Highway, which lies South  $19^{\circ} 24'$  East a distance of 1068.4 feet from the Southwest corner of Block 8, CHEMULT; thence following an arc of a  $03^{\circ} 04'$  curve to the left a distance of 23.2 feet to the true point of beginning of the tract herein described; thence continuing on the arc or a  $03^{\circ} 04'$  curve to the left a distance of 281.1 feet to a point; thence South  $28^{\circ} 43'$  East a distance of 26 feet, more or less, to the South line of the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of said Section, Township and Range; thence East along said South line a distance of 124.2 feet more or less, to the Southeast corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section, Township and Range; thence North along the East line of the said SW $\frac{1}{4}$ SW $\frac{1}{4}$  363 feet to a point; thence South  $70^{\circ} 36'$  West 261.5 feet, more or less to the true point of beginning.

## PARCEL 3:

A parcel of land lying in the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 28, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon and being a portion of that property described in that deed to the State of Oregon, by and through its State Highway Commission, recorded in Book 268, page 143 of Klamath County Record of Deeds; the said parcel being described as follows:

Beginning on the Northerly line of said NW $\frac{1}{4}$ NW $\frac{1}{4}$  at a point 66.96 feet Northeasterly of (when measured at right angles to) the center line of the Dalles-California Highway, said point being 125.78 feet Westerly of (when measured along said Northerly line) the Northeast corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ ; thence Southeasterly parallel with said center line to a point opposite Engineer's Station 732+32.60; thence Northeasterly at right angles to said center line 83.04 feet to the Easterly line of said property; thence Northwesterly along said Easterly line to said Northerly line; thence Westerly along said Northerly line to the point of beginning.

DESCRIPTION  
(continued)

## PARCEL 4:

A tract of land situated in the SW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at an iron pin on the Easterly right of way line of the Dalles-California Highway which lies South 19° 24' East a distance of 891 feet from the Southwest corner of Block 8 of CHEMULT, Oregon, and running thence; continuing South 19° 24' East along the Easterly right of way line of the Dalles-California Highway a distance of 176.8 feet and thence following the arc of a 3° 4' curve to the left a distance of 23.2 feet to an iron pin on the Easterly right of way line of the Dalles-California Highway; thence North 70° 36' East a distance of 261.5 feet to an iron pin on the forty line; thence North 0° 32' West along the forty line a distance of 211.4 feet to an iron pin on the Westerly right of way line of the S.P.R.R.; thence South 70° 36' West a distance of 330 feet more or less to the point of beginning, being in the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING FROM the above described parcels all mineral rights as reserved by Deeds recorded in Volume 105, page 177 and Volume 135, page 269, Deed Records of Klamath County, Oregon.

## PARCEL 5:

A parcel within the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at the Southwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 21; thence North 00° 00' 31" East, 564.73 feet to a point on the Western right-of way of the Southern Pacific Railroad; thence Southeasterly along said Western right of way, 599.8 feet to the South line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 21; thence South 89° 35' 33" West along said South line 206.26 feet to the point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.  
Filed for record

this 17th day of June A. D. 19 35 at 2:36 o'clock P. M., and  
duly recorded in Vol. 1135, of Mortgages on Page 9127.

Fee \$17.00

EVELYN BIEHN, County Clerk  
By Bernetha A. Leitch