•- \$45	ATC -300	831 ATEVENE NESS LAW FUEL	SHING CO., PORTLAND, OR. 97104
FORM No. 881-Omann Trust New Series-TRUST DEED.	TRUST DEED	Vol 18 Page	e19763 🤮
THIS TRUST DEED made this THIS TRUST DEED made this FIRST SAN FRA		August NC., an Oregon Co	<u>19-86 between</u> rporation,
THE REAL PROPERTY OF THE PROPE			
as Beneficiary, Grantor irrevocably grants, bargain in <u>Klamath</u> County, See Exhibit "A" attache		trustee in trust, with powe	

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 lixtures now or hereafter attached to or used in connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and approximate and all other rights thereof and all contained and approximate and and anywise for the purpose of securing performance of each agreement of grantor herein contained and approximate and anywise for the purpose of securing performance of each agreement of grantor herein contained and approximate any ap

("Note" XXXXXXXX and in that certain promissory note, dated August 31, 1986

NON ADJACED LATE MADE, payable to beneficiary or order and made by grantor, the tinal payment of principal and interest hereof, if August 31, 19, 87, or as extended under the* 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, sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary. sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary. 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 obove described real property is not currently used for ogricultural, timber or grazing purposes. *terms of the Note.

<text><text><text><text><text>

化输出 化合同合同合合

timber or grazing purposes.
*terms of the N
(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 two or the afterment allecting this deed or the property. The same second sec

property, and the application or release thereol as aloresaid, shall not cure or waive any delault or notice of delault hereunder or invalidate any act done pursuant to such, molics. All Upon delault by grantor in payment of any indebitedness secured hereby or in his performance of any agreement hereunder, the benelicity may hereby or in his performance of any agreement hereunder. The benelicity may hereby or in his performance of any agreement hereunder, the benelicity may hereby or in his performance of any agreement hereunder, the benelicity may hereby or in his performance of any agreement hereunder, the benelicity may event the benelicity at his election may proceed to foreclose this trust deed advertisement and sale in the latter event the benelicity or the trust deed hall advertisement and sale in the latter event the benelicitose this trust esceute and cause to be recorded his written motice of delault and his electrie to sell the said described real property to satisfy the oblightions accured thereaby, whereupon the trustree shall fix the time and place of hale, five notice thereoid as then required by law and proceed to foreclose this trust deed in thereoid as then required by law and proceed to foreclose this trust deed to sell the said described real to the frantor or other person so privileded by the trustee for the trustee's sale, the frantor or other persons on priviled by law ORS 86.760, may pay to the beneficiary or his successors in interest, respec-tively, the entire amount then durinder the terms of the furst deed and the oblightion secured thereby (including costs and expenses actually incurred in oblightion secured thereby (matuding had under the such portion of the prin-ceeding the terms of the oblightion and trustee's and attorney's less not ex-tile delault on then be due had no delault occurred, and thereby cure cheed had mol then be due had no delault occurred, and thereby cure the delault, in which event all toreclosure proceedings shall be dismissed by the trustee. 14. Otherwise,

the delauit, in which event all foreclosure proceedings shall be distinsted by the trustee. 14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may place designated in the notice of sale or the time to which said sale may one parcel or in separate parcels and shall sell the parcel or parcels at inuction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchase its deed in form as required by law conveying the property so hold, but without any covenant or shall be incured to the time of sale. The trustee, but the deed of any mattern of the sale, but including the frontor and beneficiary, may purchase at the sale. Stall apply the proceeds of sale to payment of the sale but delivers of sale, im-stal apply the proceeds of sale on purchase at the sale. Stall apply the proceeds of sale to payment of 10 the same of sale, in-stal apply the proceeds of sale to payment of 10 the same of sale, in-the drantor and beneficiary, may purchase at the sale. Stall apply the proceeds of sale to payment of the sale (d) to all persons attorney. (2) to the obligation secured by the trust (ded, (3) to all persons attorney. (4) to the deside to payment in the relevent of the sale surplus. 16. For any reason permitted by law baneliciary may these time to 16. For any reason permitted by law baneliciary may form the time to the surplus.

surplus, it any, to the grantor or to his successor in interest entitled to such surplus. 16. 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 hereinsfer. Upon such appointment, and then conveyance and duties contered upon any trustee herein named or or without frequence and duties contered upon any trustee herein named or or written been and duties contered upon any trustee herein such appointed instantistic trust etc. The conterest upon any trustee herein the resument executed by beneticiers, containing reference in this trust deed instantistic the county or counties in which the property is situated. Clerk or Recorder of the county or counties in which the property is situated, and obligated to notify any party hereis of pending sale under any other deed and obligated to notify any party hereis of pending sale under any other deed der trust or of any action or proceeding in which grantor, beneficiary or crustee shall be a party unless such action or proceeding is brought by trustee.

NOTE. The Trust Deed Act provides that the trustee heraunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696,585.

herein.

uxral deed

	the and those claiming under him, that he is law-
The grantor covenants and agrees to and with the seized in fee simple of said described real property	he beneficiary and those claiming under him, that he is law- and has a valid, unencumbered title thereto
that he will warrant and forever defend the same	against all persons whomsoever.
111 A 11	
الم المراجع الم المراجع المراجع المراجع مسلم المراجع ال	esented by the above described note and this trust deed are: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
This deed applies to, inures to the benefit of the term personal representatives, successors and assigns. The term	Is all parties hereto, their heirs, legatees, devisees, administrators, execu- herein beneficiary shall mean the holder and owner, including pledgee, of the herein. In construing this deed and whenever the context so requires, the singular number includes the plural.
This deed applies to, have successors and assigns. I he term personal representatives, successors and assigns. I he term ract secured hereby, whether or not named as a beneficiary ract secured hereby, whether or not name and the neuter, and the culino gender includes the terminine and the neuter, and the culino gender includes the terminine and the neuter, and the	the singular number includes the putter. thereunto set his hand the day and year first above written. FIRST SAN FRANCISCO GROUP, INC. FIRST SAN CORPORATION.
IN WITNESS WHEREOF, said g.	an Oregon Corporation.
APORTANT NOTICE: Delete, by lining out, the beneficiary is opplicable; if warranty (a) is applicable and the beneficiary is	a creditor
such word MUST comply with the Act and Regulation FIRST lien	to finance Edward Mr.
the instrument is NOT to be a first lien, or is not to indent. If	e purchese compliante
a dwelling use sequired, disregard this notice. th the Act is not required, disregard this notice.	
the signer of the above is a corporation, e the form of acknowledgment opposite.)	STATE OF OREGON, County of Multnomah
County of	Personally appeared EDWARD R. DERKSEN
i di above named	he chairman
	duly sworn, did say that the tormer is the president and that the latter is the president and that the latter is the scretary of FIRST SAN FRANCISCO GROUP, INC.
and the second	ecretary of FIROL COLOR a corporation, and that the seal attixed to the foregoing instrument is the a corporation, and that the seal attixed to the instrument was signed and that the instrument was signed and directors;
the second s	a corporation, and that the seal altixed to the foregoing instrument we corporate seal of said corporation and that the instrument was signed and corporate seal of said corporation by authority of its board of directors; sealed in behalt of said corporation by authority to be its voluntary act
and acknowledged the foregoing instru-	and each of them acknowledged said instrument to be the
ment to be	Betogene: MULLI M. Kally (OFFICIAL
(OFFICIAL SEAL) Notary Public for Oregon	Notary Public for Oregon (SEAL)
Notary Fublic to Generation My commission expires:	My commission expires: 1-10-87
1028 July 10 J	JEST FOR FULL RECONVEYANCE
(c) A set of the se	JEST FOR FULL RECONVEYANCE anly when abiligations have been paid.
(1) Alternative and the second sec	enly when abligutions have been paid.
TO:	enty when abiliguitions have been pole. , Trustee Il indebtedness secured by the foregoing trust deed. All sums secured by sa Il indebtedness secured to you of any sums owing to you under the terms
TO:	enly when abligutions have been point. , Trustee , Trust
TO: The undersigned is the legal owner and holder of a trust deed have been fully paid and satisfied. You hereby said trust deed or pursuant to statute, to cancel all evid said trust deed or pursuant to statute, to cancel all evid	enty when abligutents have been point. , Trustee all indebtedness secured by the foregoing trust deed. All sums secured by sa y are directed, on payment to you of any sums owing to you under the terms y dences of indebtedness secured by said trust deed (which are delivered to y dences of indebtedness secured by said trust deed (which are delivered to y without warranty, to the parties designated by the terms of said trust deed t ince and documents to
TO: The undersigned is the legal owner and holder of a trust deed have been fully paid and satisfied. You hereby said trust deed or pursuant to statute, to cancel all evid herewith together with said trust deed) and to reconvey, w restate now held by you under the same. Mail reconveyant , 19	enly when abiliguiters have been pole. , Trustee MI indebtedness secured by the foregoing trust deed. All sums secured hy sa y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y dences of indebtedness secured by said trust deed (which are delivered to yy dences of indebtedness secured by said trust deed (which are delivered to y dences of indebtedness secured by said trust deed to you the terms of said trust deed t without warranty, to the parties designated by the terms of said trust deed t nce and documents to you
TO: The undersigned is the legal owner and holder of a trust deed have been fully paid and satisfied. You hereby said trust deed or pursuant to statute, to cancel all evic said trust deed or pursuant to statute, to cancel all evic	enty when abiliguiters have been pole. , Trustee MI indebtedness secured by the foregoing trust deed. All sums secured by said y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms dences of indebtedness secured by said trust deed (which are delivered to you without warranty, to the parties designated by the terms of said trust deed to make and documents to you.
TO: The undersigned is the legal owner and holder of a trust deed have been fully paid and satisfied. You hereby said trust deed or pursuant to statute, to cancel all evic herewith together with said trust deed) and to reconvey, w restate now held byfyou under the same. Mail reconveyant DATED: , 19	enty when abligutions have been pole. , Trustee MI indebtedness secured by the foregoing trust deed. All sums secured hy sa y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed by the terms of said trust deed t without wartanty, to the parties designated by the terms of said trust deed t make and documents to Beneficiary
TO: The undersigned is the legal owner and holder of a trust deed have been fully paid and satisfied. You hereby said trust deed or pursuant to statute, to cancel all evid herewith together with said trust deed) and to reconvey, w estate now held by you under the same. Mail reconveyant DATED: , 19	enty when abligutions have been pole. , Trustee MI indebtedness secured by the foregoing trust deed. All sums secured hy sa y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed by the terms of said trust deed t without wartanty, to the parties designated by the terms of said trust deed t make and documents to Beneficiary
TO: The undersigned is the legal owner and holder of a trust deed have been fully paid and satisfied. You hereby said trust deed or pursuant to statute, to cancel all evid herewith together with said trust deed) and to reconvey, w estate now held by you under the same. Mail reconveyant DATED: , 19	enty when abiliguitiens have been pole. , Trustee , Trustee , Trustee , are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed for without wartanty, to the parties designated by the terms of said trust deed to make and documents to
TO: The undersigned is the legal owner and holder of a trust deed have been fully paid and satisfied. You hereby said trust deed or pursuant to statute, to cancel all evid herewith together with said trust deed) and to reconvey, w estate now held bytyou under the same. Mail reconveyant DATED: Danet less er destroy this Trust Deed OR THE NOTE which is a	enty when abligutions have been pole. , Trustee Mi indebtedness secured by the foregoing trust deed. All sums secured by sa y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms without warranty, to the parties designated by the terms of said trust deed t without warranty, to the parties designated by the terms of said trust deed t mce and documents to Beneficiary secures. Both must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON, County of
TO: The undersigned is the legal owner and holder of a trust deed have been fully paid and satisfied. You hereby said trust deed or pursuant to statute, to cancel all evid herewith together with asid trust deed) and to reconvey, w restate now held bytyou under the same. Mail reconveyant DATED: Da not less or destroy this Trust Deed OR THE NOTE which in TRUST DEED TOTAL No. 811	enty when abiliguitens have been pole. , Trustee MI indebtedness secured by the foregoing trust deed. All sums secured hy sa y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms without wartanty, to the parties designated by the terms of said trust deed t mice and documents to Beneficiary secures. Seth must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON, County of I certify that the within instrum Was received for record on the
TO: The undersigned is the legal owner and holder of a trust deed have been fully paid and satisfied. You hereby said trust deed or, pursuant to statute, to cancel all evic herewith together with said trust deed) and to reconvey, w "estate now held bytyou under the same. Mail reconveyant DATED: Da not less or destrey this Trust Deed OR THE NOTE which in TRUST DEED (FORM No. 881) STEVENIS HERE LAW FUE CO. FORTLAND. ORE ET DST. SAN FRANCISCO.	enty when abiliguitiens have been pole. , Trustee Mil indebtedness secured by the foregoing trust deed. All sums secured hy sa y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms ince and documents to 2 Beneficiary secures. Seth must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON, County of I certify that the within instrum was received for record on the
TO: The undersigned is the legal owner and holder of a trust deed have been fully paid and satisfied. You hereby said trust deed or pursuant to statute, to cancel all evid herewith together with easid trust deed) and to reconvey, w restate now held bytyou under the same. Mail reconveyant DATED: Do not less or destroy this Trust Deed OR THE NOTE which in FIRST SAN FRANCISCO GROUP, INC.	enty when abliguttens have been pole. , Trustee ,
TO: The undersigned is the legal owner and holder of a trust deed have been fully paid and satisfied. You hereby said trust deed or pursuant to statute, to cancel all evic herewith together with said trust deed) and to reconvey, w estate now held bytyou under the same. Mail reconveyant DATED: DATED: Da not less or destrey this Trust Deed OR THE NOTE which it reveals. Note that the same of the NOTE which it FIRST SAN FRANCISCO GROUP, INC. Orantor	enty when abiliguitiens have been pole. , Trustee Mil indebtedness secured by the foregoing trust deed. All sums secured hy same y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms without wartanty. To the parties designated by the terms of said trust deed t mice and documents to 2 Beneficiary secures. Seth must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON, County of I certify that the within instrum was received for record on the of
TO: The undersigned is the legal owner and holder of a trust deed have been tully paid and satisfied. You hereby said trust deed or pursuant to statute, to cancel all evic herewith together with said trust deed) and to reconvey, w 'estate now held bytyou under the same. Mail reconveyant DATED: DATED: De not less or destrey this Trust Deed OR THE NOTE which it (FORM No. 881) STERVISE LAW PUE. CO., FORTLAND, ONE FIRST SAN FRANCISCO GROUP, INC.	enty when abligations have been paid. , Trustee ,
TO: The undersigned is the legal owner and holder of a trust deed have been fully paid and satisfied. You hereby said trust deed or pursuant to statute, to cancel all evid herewith together with said trust deed) and to reconvey, w estate now held bytyou under the same. Mail reconveyant DATED: , 19 De not less or destrey this Trust Deed OR THE NOTE which it TRUST DEED (FORM No. 881) STEWHIGHERS LAW FUE CO. PORTLAND. ORE FIRST SAN FRANCISCO GROUP, TNC. Grantor MID OIL COMPANY	enty when abiligations have been pails. , Trustee Mil indebtedness secured by the foregoing trust deed. All sums secured hy sail y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms y are directed, on payment to you of any sums owing to you under the terms without wartanty. To the parties designated by the terms of said trust deed t mice and documents to 2 secures. Seth must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON, County of I certify that the within instrum was received for record on the of
TO: The undersigned is the legal owner and holder of a trust deed have been fully paid and satisfied. You hareby said trust deed or pursuant to statute, to cancel all evic herewith together with asid trust deed) and to reconvey, w "estate now held bytyou under the same. Mail reconveyant DATED: , 19	enty when ebilgettens have been pole. , Trustee Mi indebtedness secured by the foregoing trust deed. All sums secured by said y are directed, on payment to you of any sums owing to you under the terms of dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed for secures. Seth must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON, County of I certify that the within instrum Was received for record on the ment/microfilm/reception No. Record of Mortgages of said County Witness my hand and set County attixed. Mark
TO: The undersigned is the legal owner and holder of a trust deed have been fully paid and satisfied. You hereby said trust deed or pursuant to statute, to cancel all evid herewith together with esid trust deed) and to reconvey, w estate now held bytyou under the same. Mail reconveyant DATED: 	enty when abiligations have been pole. , Trustee ,
TO: The undersigned is the legal owner and holder of a trust deed have been fully paid and satisfied. You hareby said trust deed or pursuant to statute, to cancel all evic herewith together with asid trust deed) and to reconvey, w "estate now held bytyou under the same. Mail reconveyant DATED: , 19	enty when ebilgettens have been pole. , Trustee Mi indebtedness secured by the foregoing trust deed. All sums secured by said y are directed, on payment to you of any sums owing to you under the terms of dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed (which are delivered to you dences of indebtedness secured by said trust deed for secures. Seth must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON, County of I certify that the within instrum Was received for record on the ment/microfilm/reception No. Record of Mortgages of said County Witness my hand and set County attixed. Mark

CHIBIT . "A!

REAL - PROPERTY - DESCRIPTION

STATION NO. 45

• A. •

STREET ADDRESS: Route 5 Box 1325, Klamath Falls, Oregon

TRUE CASH VALUE: Klamath County, Oregon (1985-86) \$111,840.00

LEGAL DESCRIPTION: PARCEL 1: That portion of the SW1/4 of the NW 1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian (being a part of Government Township 38 South, Range 9 East of the Willamette Meridian (Deing a part of Government Lots 1 and 5), lying East of the New Dalles-California Highway, in the County of Klamath, State of Oregon, more particularly described as follows: Beginning at the iron pipe which marks the Southeast corner of the SW1/4 of the NW1/4 of Section 7, iron pipe which marks the Southeast corner of the Swift of the Iwift of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and running thence North along the 40 line a distance of 1320 feet to the Northeast corner of the SW1/4 of the NW1/4 of said Section 7; thence North 89° 59' the Northeast corner of the SW1/4 of the NW1/4 of said Section /; thence North 89' 59' West along the 40 line a distance of 709.8 feet to a point on the Easterly right of way line of the New Dalles-California Highway; thence South 11° 36' West along the Easterly right of way line of the New Dalles-California Highway to an iron pin which marked its intersection with the Fast-Mart Turn of said Section 7: thence South Easterly right of way line of the New Dalles-California Highway to an iron pin which marks its intersection with the East-West quarter line of said Section 7; thence South 89° 49' East along the East-West quarter line a distance of 438.6 feet more or less, to the point of beginning. EXCEPTING the following described tract: Beginning at a Dalles-California Highway (U.S. 97) which point is 393.2 feet North and 519.0 feet marked with a 1/2 inch galvanized pipe; thence North 11° 36' West along the said Easterly right of way boundary of said U.S. Highway 97 284.6 feet to a point on same thence South 8° 36' East 284.9 feet to a 1 inch pipe; thence South 78° 24' West 162.0 adjacent to the Easterly boundary line of the hereinabove described real estate, being adjacent to the Easterly boundary line of the hereinabove described real estate, being adjacent to the Easterly boundary line of the hereinabove described real estate, being a parcel of land 284.9 feet measured along the Westerly boundary of said tract and extending Easterly to the Easterly boundary of that portion of land owned by John P. Cavanaugh and Alice Bailey Cavanaugh, described as a portion of SW1/4 NW1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, recorded in Volume 248 land within that portion of the SW1/4 NW1/4 of Section 7. Township 38 South, Range 9 at page 325 of Deeds and Records of Klamath County, Oregon. PARCEL 2: A tract of land within that portion of the SW1/4 NW1/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, described in Volume 248 at page 325 of Klamath County, Deed Records, in the County of Klamath, State of Oregon, said tract of land being more particularly described as follows: Beginning at a point marked with a 1" being more particularly described as follows: Beginning at a point marked with a 1" (U.S. 97) which point is 393.2 feet North and 519.0 feet West of the Southeast corner of said SW1/4 NW1/4 of said Section 7, said corner being marked with a 1/2" galvanized U.S. Highway 97 284.6 feet to a point on same marked with a 1" pipe; thence North 11° 36' West along the said Easterly right of way boundary of said 24' East 176.9 feet to a 1" pipe; thence South 8° 36' East 284.9 feet to a 1 inch TOGETHER WITH that portion directly adjacent to the Easterly boundary line of the pipe; thence South /8 24 West 162.0 feet, more or less, to the point of beginning. TOGETHER WITH that portion directly adjacent to the Easterly boundary line of the hereinabove described real estate, being a parcel of land 284.9 feet measured along the Westerly boundary of said tract and extending Easterly to the Easterly boundary of that portion of land aread by John P. Commander and Alice Bailey Commander described the westerly boundary or said tract and extending Easterly to the Easterly boundary of that portion of land owned by John P. Cavanaugh and Alice Bailey Cavanaugh, described as a portion of SWI/4 NWI/4 of Section 7, Township 38 South, Range 9 East of the Willamette Meridian, recorded in Volume 248 at page 325 in Deeds and Records of

SUBJECT TO THE FOLLOWING ENCUMBRANCES: (1) Easement, including the terms and provisions thereof, for a drainage ditch granted to the public, recorded December 26, 1984, in Book M-84, Page 21421, in the Deed Records of Klamath County, Oregon. This easement affects the Easterly and Northerly 20 feet of property; (2) Regulations, including the terms and provisions thereof, as to control, raising and lowering of Poper Klamath Lake, as set out in instrument in California Oregon Power Company, provisions thereof, between The Klamath Development Co., H. D. Mortensen and California Oregon Power Company, recorded in Deed Volume 97 at page 383; (4) Regulations, including levies, assessments, water and irrigation rights and easements California Oregon Power Company, recorded in Deed Volume 97 at page 383; (4) Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Northside Drainage District; and (5) Rights of the public in and to any portion of said premises lying within the limits of roads and highways.

EXHIBIT A to TRUST DEED Page 1 (RGB-32/13) 9/25/86 STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of . October

	of Nor	3:13 o'clock P M., and tages on Page 1	duly recorded in VI
FEE \$13.00		Evelyn Biehn,	
		By	County Clerk

19765