

67695

Vol. 118 Page 19297

ATC 29660  
ASSIGNMENT OF TRUST,  
DEED OF TRUST,  
and  
FINANCING STATEMENT (FIXTURE FILING)

THIS DEED OF TRUST, ASSIGNMENT OF RENTS and SECURITY AGREEMENT and FINANCING STATEMENT (the "Deed of Trust") made this 30th day of September, 1986, among the following:

GRANTOR: MID OIL COMPANY, an Oregon corporation, whose address is 6600 S.W. 92nd Avenue, Suite 30, Portland, Oregon 97223;

TRUSTEE: TICOR TITLE INSURANCE COMPANY, whose address is 421 S.W. Stark Street, Portland, Oregon 97204

BENEFICIARY: CITIBANK, N.A., c/o Citicorp (USA), Inc. 1111 Third Avenue Building, Seattle, WA.

W I T N E S S E T H:

Grantor hereby bargains, sells and conveys to Trustee, in trust, with power of sale, that certain real property (the "Realty") situated in the Counties of Harney, Lane, Benton, Coos, Lincoln, Curry, Jackson, Umatilla, Klamath, Yamhill, Marion, Douglas, Deschutes, Linn, Jefferson, Multnomah, Washington, Polk, Clackamas and Baker, State of Oregon, more fully described in the Property Schedule marked "Exhibit A", attached hereto and by this reference incorporated herein, together with all rights, interest and estate described hereinbelow, subject to the encumbrances and exceptions, if any, listed as "Permitted Exceptions" in said Property Schedule, to secure payment of the sum of Six Million Two Hundred Thousand Dollars (\$6,200,000) with interest, pursuant to the terms of a promissory note now or hereafter evidencing same or any portion thereof, particularly a note (the "Term Note") executed by the Grantor in connection with advances under a Credit Agreement dated September 30, 1986, among the Grantor, Franko Industries, Inc., Keserob Corporation and Franko Oil Company, as borrowers, and Beneficiary, as lender, and to secure payment of any other sums which are or which may become owing by virtue of the provisions of the Term Note, this Deed of Trust or of any loan agreement or other assignments or grants of rights or interests (collectively, the "Loan Documents") with respect hereto. The foregoing payment obligations are referred to collectively as the "Indebtedness". To secure payments of the Indebtedness and performance of all covenants and agreements specified in the Loan Documents, Grantor further warrants, covenants and agrees as follows:

After recording Return to:

Bogle & Cates  
 Bank of California Center  
 900 Fourth Avenue  
 Seattle, WA 98164

1. Not Agricultural. The Realty is not currently or primarily used for farming, timber, agricultural or grazing purposes.

2. Estates and Interests. The following described estate, property and rights of Grantor are also included as security for payment of the Indebtedness and the performance of the covenants and agreements herein: (a) all tenements, hereditaments, appurtenances, and privileges belonging or appertaining to the Realty, including without limitation land and rights to land lying in adjoining streets and roads, water rights, rents, issues and profits, reversions and remainders; and (b) all structures, improvements, and fixtures now or hereafter situated in or upon or attached to the Realty, including without limitation all heating, cooling and air conditioning equipment, generating equipment, plumbing and plumbing fixtures and equipment, cooking and refrigerating fixtures and equipment, carpeting, drapes, blinds, screens, awnings and other furnishings and equipment. Each and all of the foregoing shall be deemed part of the Realty.

3. Absolute Assignment of Rents; Appointment of Receiver; Beneficiary in Possession.

(a) Absolute Assignment. As part of the consideration for the Indebtedness, Grantor hereby absolutely and irrevocably assigns, transfers and sets over to Beneficiary all rents, issues and profits ("Rents") from the Realty, including rents accrued and to accrue from time to time and all present and future leases of the Realty or any portion thereof. So long as no default shall exist in payment of the Indebtedness, or in compliance with any other requirement hereto, or any further instrument at any time executed with respect to this Deed of Trust or the Indebtedness, Grantor may collect and receive the assigned rents only as the same fall due, and not more than two months in advance, in trust to the extent necessary to pay the usual and reasonable operating expenses of and taxes upon said Realty, and the sums becoming due and payable from time to time to Beneficiary on the Indebtedness, as they become due and payable; but upon the occurrence of any such default, or if Beneficiary shall at any time deem itself insecure, all right of Grantor to collect or receive said rents shall wholly terminate. Upon such termination, Beneficiary may, without obligation so to do, at its sole option, without notice (although Beneficiary may, at its option, give notice of this assignment to any and all persons who from time to time may be liable for such rents in such form as Beneficiary may elect), irrespective of whether declaration of default has been delivered to Trustee, and without regard for the adequacy of security for the Indebtedness, either in person or by agent with or without bringing any action or proceeding, or by a receiver to be appointed by the Court, do any or all of the following: enter upon, take possession of, manage and operate the Realty or any part thereof; make, cancel,

enforce or modify leases; obtain and evict tenants; fix or modify rents; do any acts which Beneficiary deems proper to protect the security hereof; and, either with or without taking possession of the Realty, in its own name sue for or otherwise collect and receive such rents, including those past due and unpaid, and apply the same - less costs and expenses of operation and collection, including reasonable attorneys' fees, management and receiver's fees upon any sums secured hereby, whether due and payable or not, in such manner as Beneficiary may elect from time to time, or to payment upon any other obligations, encumbrances or expenses which Beneficiary may designate from time to time for the benefit and protection of Beneficiary afforded by this instrument, including but not limited to taxes, assessments, ground rents, if any, insurance premiums and encumbrances which may have priority over the lien and security interests granted by this instrument. Upon termination of Grantor's right to collect or receive rents, immediately upon receipt of a written notice of such termination signed by Beneficiary or Beneficiary's agents, each tenant of the Realty shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents, without any liability on the part of said tenant to inquire further as to the existence of any default hereunder by Grantor.

(b) Appointment of Receiver. Beneficiary shall be entitled to apply for and to have a receiver appointed by any court of competent jurisdiction to take charge of the Realty and personal property which is subject hereto and to collect such rents for application as set forth above, and Grantor hereby expressly consents to the appointment of such receiver. Grantor hereby further agrees that the pendency of any action brought by Beneficiary for the appointment of such receiver, or for the enforcement of any other provision of this paragraph, shall not prevent foreclosure of this Deed of Trust at a trustee's sale.

(c) Beneficiary in Possession. The entering upon and taking possession of the Realty, the collection of such rents, and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any acts done pursuant to such notice. Beneficiary shall not be liable to Grantor, anyone claiming under or through Grantor, or anyone having an interest in or claim related to the Realty, including, but not limited to, any tenant, invitee, licensee or trespasser, by reason of anything done or left undone by Beneficiary or its agents under this paragraph 3.

4. Grant of Security Interest. As additional security for payment of the Indebtedness and performance of the covenants and agreements herein, Grantor hereby grants to Beneficiary a security interest in: all fixtures and all personal property of Grantor now or hereafter situated in or upon the Realty; all present and future contracts and policies of insurance which insure the Realty or any structures or improvements or any

fixtures or any such personal property against casualties and theft; all monies and proceeds and rights thereto which may be or become payable by virtue of any such insurance contracts or policies; all compensation, proceeds or awards for the taking of title in or possession or use of the Realty or any such structures, improvements, fixtures or personal property or any part thereof. With respect to such security interest or interests, Beneficiary shall have all rights and remedies provided for in this agreement and provided for by law. If Beneficiary shall so require, Grantor in the event of default will make such collateral available to Beneficiary at a place designated by Beneficiary which is reasonably convenient to both parties. Grantor shall execute such instruments and documents as Beneficiary from time to time may require to further evidence or perfect any rights and security interests. It is intended that the recording of this Deed of Trust be effective as a fixture filing with respect to the security interests described herein.

5. Warranty of Title. Grantor has good and marketable title to the Realty in fee simple, and owns all of the fixtures and personal property which are the subject hereof, free from liens (including, but not limited to, mechanics' and materialmen's liens) and encumbrances of any other kind other than installments of ad valorem property taxes which are not in arrears and Permitted Exceptions, if any, and at all times shall keep the Realty and such fixtures and personal property free from all liens, encumbrances and adverse claims other than such non-delinquent installments of taxes and Permitted Exceptions.

6. Pay Indebtedness; Comply With Term Notes, Etc. Grantor shall pay the Indebtedness and all portions and installments thereof when due, and shall comply with and perform all conditions, covenants, agreements, and provisions contained herein and in any of the Loan Documents.

7. Reserves. If Beneficiary so requires, Grantor at the time of making each installment payment upon the Indebtedness shall deposit with Beneficiary such sums as Beneficiary may reasonably estimate to be necessary to pay taxes and assessments next becoming due upon the property, ground rents, if any, and premiums for insurance required by this instrument. All such sums may be held by Beneficiary and applied in such order as Beneficiary may elect to payment upon taxes, assessments, ground rents and premiums or upon delinquent portions of the Indebtedness. Such sums shall constitute additional collateral security for Grantor's obligations secured by this instrument and Beneficiary shall have no obligations with respect to such sums other than to account for the same, without interest, to Grantor. Upon any assignment by Beneficiary of this Deed of Trust, Beneficiary may turn over such sums to the assignee and thereafter all of Beneficiary's responsibilities with respect thereto shall terminate. Upon any transfer of the Realty, such sums as Beneficiary

then holds shall be deemed to be automatically transferred to the grantee of the Realty.

8. Repair and Maintenance. Grantor shall maintain all improvements and structures on the Realty and all fixtures and personal property which are the subject hereof in good and tenantable condition and in good repair at all times, and shall not commit or suffer any waste with respect thereto. Grantor shall comply with all laws, regulations, rules and ordinances affecting such property or the use thereof and shall pay all fees and charges with respect thereto and all fees and charges for utilities or other services to such property. In the event of any damage to or destruction of improvements, structures, fixtures or personal property, Grantor at its expense shall restore or replace the same within thirty (30) days of such damage or destruction or, if it is physically impossible to restore or replace the same within such thirty (30) days, Grantor shall commence such restoration or replacement within thirty (30) days and pursue the same diligently to completion. If there shall be no breach or default with respect to the Credit Agreement or any of the other Loan Documents or this instrument, Beneficiary shall permit the proceeds of any casualty insurance which may be payable by reason of such damage or destruction to be disbursed to pay for the cost of such restoration or replacement if such cost can be paid in full from such proceeds, or if Grantor shall make available additional funds in such form and manner as may be satisfactory to Beneficiary so that such cost can be paid in full from such insurance proceeds and additional sums provided by Grantor.

9. No Alteration. Grantor shall not, except for non-material alterations in the ordinary course of business, alter or demolish or remove from the Realty any structures, improvements or fixtures unless Beneficiary first shall have consented thereto in writing. Grantor shall not remove from the Realty any personal property which is the subject of this Deed of Trust unless Grantor shall replace the same immediately with like personal property of at least equal value.

10. Insurance. At all times Grantor at his expense shall keep all structures, improvements fixtures and personal property which are the subject of this instrument insured against loss or damage by reason of such casualties and contingencies and in such amounts as Beneficiary may require from time to time, and shall maintain liability insurance in such amounts or limits and against such risks as Beneficiary from time to time may require. All such insurance shall be in such insurance company or companies as may be satisfactory to Beneficiary. Grantor shall pay all premiums for such insurance and shall furnish Beneficiary with receipts or other evidences of payment before such premiums would become delinquent or before such insurance would lapse by reason of nonpayment of premiums. Such insurance,

contracts or policies shall be in such form as Beneficiary shall approve and shall provide for loss being payable to Beneficiary. Unless otherwise expressly provided in this Deed of Trust, Beneficiary shall be entitled to receive all proceeds of insurance against loss of or damage to property and at Beneficiary's option, entitled to apply the same to any expenses of Beneficiary with respect thereto and then to the Indebtedness, or to any part thereof in Beneficiary's discretion, whether then due and payable or not. Grantor shall deliver to Beneficiary all such policies or certificates of the insurers evidencing such policies. Such policies shall also provide that they shall not be subject to modification, cancellation or termination until Beneficiary shall first have been given ten (10) days' written notice thereof.

11. Taxes, Encumbrances, Etc. Grantor shall pay before delinquent all taxes, levies, assessments of all kinds, ground rents, if any, Permitted Encumbrances, and liens or other charges heretofore or hereafter arising, and installments thereof, which may be or become payable upon or with respect to the Realty, structures, improvements, fixtures or personal property which are the subject hereof before the same become delinquent, and shall furnish Beneficiary upon request with receipts or other written evidence satisfactory to Beneficiary evidencing such payment, and in any event shall furnish Beneficiary with proof of payment of all real estate taxes prior to the date upon which such taxes would become delinquent if not paid.

12. Preserve Leases and Tenancies. If the Realty shall be occupied by a tenant or tenants, Grantor at his expense shall perform all duties owing to such tenant or tenants and shall comply with all terms, conditions and provisions of any leases, shall not cancel any leases or release any tenants from liability for rents or other sums without first obtaining Beneficiary's written consent and shall not suffer or permit any transfer or assignment of any such rents, leases or other sums to any person other than Beneficiary.

13. Condemnation. If the Realty or any part or appurtenance thereof or any right or interest therein shall be taken by eminent domain or subjected to any taking or condemnation, Beneficiary, at its option, may commence or appear in or prosecute in its own name any action or proceeding with respect thereto and shall be entitled to obtain the lesser of (i) all compensation, awards or other relief therefor, or (ii) 80% of the 1985 tax assessment value or 50% of the 1985 tax assessment value of the Realty, as the case may be, pursuant to section 6.01(f) of the Credit Agreement. Such compensation, awards, damages or other relief shall be applied first to payment of Beneficiary's expenses with respect to the foregoing, then to any Indebtedness secured hereby, whether then due and payable or not. Grantor hereby assigns all such sums to Beneficiary.

14. Suits, Actions, Etc. If any action or proceeding shall be commenced which might affect any security interest granted by this instrument or the value of the same or the rights or powers of Beneficiary or Trustee, Beneficiary or Trustee may at its election appear in such action or proceeding and do such things as Beneficiary may elect for the purpose of protecting or preserving its rights and remedies, security interests and the value thereof.

15. Reimburse Beneficiary for Expenses. If Grantor shall fail to perform any covenant or agreement herein at any time or from time to time, Beneficiary at its election may perform the same or cause the same to be performed, and may, but without obligation so to do, expend sums to protect and preserve the value of the security afforded by this instrument. Grantor, upon demand, shall repay Beneficiary for all expenditures Beneficiary may make and for all costs and expenses Beneficiary may incur by reason thereof, together with interest thereon at the rate of the Base Rate (as defined in the Term Note) plus 4% per annum ("Default Rate"), but not to exceed the highest rate permitted by law, from the date incurred until repaid, and the same shall be secured hereby.

16. No Transfer of Realty. Notwithstanding any other provision of this Deed of Trust, the Term Note or any of the other Loan Documents, Grantor understands that the loan secured hereby is personal to Grantor and that Grantor's responsibility and occupancy and/or control of the Realty is a material inducement to Beneficiary to make said loan. If there shall be any sale or transfer of the Realty, the proceeds of such sale or transfer shall be applied in prepayment of the Indebtedness pursuant to the terms of the Credit Agreement. Beneficiary or any assignee or other holder hereof may declare the entire Indebtedness immediately due and payable upon failure by Grantor to notify the Beneficiary of such sale or transfer of the Realty or to apply the proceeds to the prepayment of the Indebtedness. "Sale or transfer of the Realty" shall include: any change in title, voluntarily or involuntarily or by operation of law or otherwise, and whether in whole or in part; any sale on real estate contract; any change in occupancy from owner to a tenant or lessee, or change in tenant or lessee; or any encumbering of the Realty by deed of trust, mortgage or otherwise. Grantor shall give the Beneficiary or assignee or other holder hereof immediate notice of any such proposed sale or transfer of the Realty, and failure to do so shall be deemed a default with respect to this Deed of Trust.

17. Default. Each of the following shall be an event of default: Failure to pay the Indebtedness or any installment or other portion thereof or any other sum required to be paid by any provision of this instrument or of any Loan Document promptly



when the same shall be due or payable; failure to comply with or perform any other condition, covenant, agreement or provision hereof or of the Credit Agreement or any Loan Document subject however to any cure periods applicable thereto; Grantor's having or at any time incurring obligations, whether or not then due and payable, which in the aggregate exceed the then net realizable value of its assets; the failure or inability of Grantor to pay debts or other obligations in the ordinary course of business, or Grantor's admission thereof in writing; any acts or deeds of Grantor seeking to obtain extensions of time or other relief from creditors or the initiation by Grantor or any of its creditors of any meetings among Grantor and its creditors; the making of any general assignment for the benefit of creditors by Grantor; the appointment of a receiver for any property which is subject hereto or for Grantor; the commencement of any proceedings by or against Grantor under any bankruptcy, insolvency or debtor relief law. The occurrence of such event with respect to any Grantor or any of such persons shall constitute a default hereunder. Upon any event of default, Beneficiary shall have the right to have the property sold by Trustee pursuant to the provisions of the laws of the State of Oregon on with respect to Trustee's sales pursuant to deeds of trust or, at Beneficiary's option, to have this Deed of Trust foreclosed in judicial proceedings as a mortgage, and Beneficiary shall have the right to exercise all other rights and remedies which may be provided for herein and rights and remedies which may be applicable pursuant to the Uniform Commercial Code of the State of Oregon. Beneficiary may exercise such rights and remedies at such times and in such order as Beneficiary may elect. All rights and remedies provided for in this instrument and in any Loan Document, and rights and remedies provided by law, shall be cumulative. If this Deed of Trust shall be foreclosed as a mortgage in judicial proceedings, any judgment which Beneficiary may recover shall bear interest at the Default Rate, not to exceed, however, the highest rate permitted by law.

18. Use of Property. Grantor shall not cause, suffer or permit any change of the zoning or other classification of or regulation of the use of the Realty, nor request any governmental action with respect to the Realty without the prior written consent of Beneficiary, which consent will not be unreasonably withheld. Grantor will comply with all laws, rules, regulations and restrictive covenants pertaining to the Realty, whether publicly or privately imposed.

19. Substitution. Beneficiary may from time to time, at its sole discretion, and without any requirement as to reason or cause, require the resignation of any Trustee appointed hereunder, and appoint a successor trustee. Without conveyance of the Realty, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.



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20. Further Security. Grantor shall execute such instruments and documents as Beneficiary from time to time may require to further evidence or perfect the security hereby created.

21. Subordination. Beneficiary may, at its option, subordinate this Deed of Trust to any other deed of trust made by Grantor for the benefit of Beneficiary. Grantor hereby consents to such subordination, and agrees to execute any document or instrument Beneficiary may request to further evidence or effect such subordination within five (5) days of the date such document or instrument is received by Grantor.

22. Non-Waiver. Neither the acceptance by Beneficiary of any payment or any other performance, nor any act or failure of Beneficiary to act or to exercise any rights, remedies or options in any one or more instances shall be considered as a waiver of any such right, remedy or option, or of any other then existing or thereafter accruing right, remedy or option or of any breach or default then accrued or thereafter accruing. No purported waiver by Beneficiary of any rights, remedies or options shall be binding unless the same shall be in writing and signed by Beneficiary.

23. Reconveyance. Upon Beneficiary's written request, the Trustee shall reconvey, without warranty, all or any part of the property then held hereunder. Recitals in such reconveyance of any matters of fact shall be conclusive proof of the truthfulness thereof. The grantee may be described as "the person or persons legally entitled thereto."

24. Severability. If any provision of this instrument or of any Loan Document shall be invalid or unenforceable at any time, such invalidity or unenforceability shall not affect the remaining portions and provisions of this instrument or of such Loan Document, all of which remaining portions and provisions shall be and remain in full force and effect.

25. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Grantor provided for in this Deed of Trust or the Indebtedness shall be given by mailing such notice by registered or certified mail, return receipt requested, addressed to Grantor at Grantor's address stated above or at such other address as Grantor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary shall be given by registered or certified mail, return receipt requested, addressed to Beneficiary at Beneficiary's address stated above or to such other address as Beneficiary may designate by notice to Grantor as provided herein. Any notice provided for in this Deed of Trust or in the

Indebtedness shall be deemed to have been given to Grantor or Beneficiary when given in the manner designated herein.

26. Miscellaneous Provisions. The term "Beneficiary" shall mean the original Beneficiary hereunder and any future owner or holder, including pledgees or assignees of the Indebtedness. The term "Grantor" shall mean the original Grantor hereunder and any successor in interest thereof. The term "Trustee" shall mean the original Trustee hereunder and any successor in interest and any successor trustee. Whenever the context so requires, any gender shall include all other genders, and the singular number shall include the plural. All captions and sections and paragraph divisions in this instrument are for convenience of reference only, and shall not affect the construction, interpretation or meaning of this instrument or of any provisions hereof.

27. Payment of Costs and Expenses. Grantor shall reimburse the Beneficiary and Trustee immediately for all reasonable costs and expenses which Beneficiary and Trustee may incur by reason of or arising from any breach hereof or default hereunder (whether or not the Beneficiary and Trustee undertake any acts or commence any proceedings to protect, preserve, or exercise its rights or remedies, security interests or the value thereof) including without limitation: (a) all costs and expenses relating to any default and to a determination of rights and remedies therefor; (b) costs and expenses of investigation and of searching records and determining rights and title to any property, real or personal, which is subject to this Deed of Trust; (c) costs and expenses which Beneficiary and Trustee may incur in contemplation of or with respect to any acts undertaken or proceedings commenced by Beneficiary and Trustee to exercise any rights and remedies hereunder, and in or with respect to any reviews of and appeals therefrom; (d) costs and expenses which Beneficiary and Trustee may incur in or with respect to any action or other proceeding in which Beneficiary and Trustee may appear, intervene or participate to protect, preserve or exercise its rights or remedies, security interests or the value thereof, and any reviews of and appeals therefrom. Costs and expenses for the purposes hereof shall include, but not be limited to, costs of services obtained by the Beneficiary and Trustee, including reasonable fees and expenses incurred for legal and other professional services (for example, fees and charges of attorneys, accountants, engineers, surveyors, appraisers, auctioneers, expert witness and other professional assistants and advisors), title insurance premiums, expenses of insuring and otherwise protecting real and personal property which is subject to the lien and security interest of this Deed of Trust, taxable costs in any actions or proceedings, and all other costs and expenses the Beneficiary and Trustee may incur by reason of any breach or default. All such sums shall be secured by this Deed of Trust, and shall bear interest from the date incurred until paid at the


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Default Rate provided in the Term Note, not to exceed, however,  
the highest rate permitted by law.

IN WITNESS WHEREOF Grantor has executed this instrument  
as of the day and year first hereinabove written.

MID OIL COMPANY

By

Its

  
Chairman.

19808

STATE OF Oregon )  
COUNTY OF Multnomah ) ss.

On this 30<sup>th</sup> day of September, 1986, before me, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared Edward R. Derksen and \_\_\_\_\_, respectively, of Mid Oil Company, the corporation named in and which executed the foregoing instrument; and they acknowledged to me that they signed the same as the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, being authorized so to do, and that the corporate seal affixed thereto is the seal of said corporation.

WITNESS my hand and official seal the day and year in this certificate above written.

Kathleen A. Dennis  
Notary Public in and for the State  
of Oregon, residing at SEED  
My commission expires 6/2/90

SCHEDULE 1

REAL PROPERTY

198C9

A. OREGON REAL PROPERTY:

STATION #1:

Land in MORRISON'S ADDITION, City of Burns, Harney County, Oregon, according to the Correction Plat filed January 18, 1965, as follows: Lots 5, 6 and 7, SAVE & EXCEPT those portions of said Lot 5 which are described as parcels 1 and 2 below:

LEGAL DESCRIPTION:

Parcel No. 1: Beginning at the Southwest corner of said Lot 5; thence in a North-easterly direction on a curve with a radius of 208.8 feet to a point on the East line and 24.5 feet North of the Southeast corner of said Lot 5; thence South 24.5 feet to the Southeast corner of said Lot 5; thence West 100 feet to the point of beginning.

Parcel No. 2: Highway right of way conveyed to the State of Oregon, by and through its Department of Transportation, Highway Division, by deed recorded March 11, 1977, in Book 103, Page 230, Deed Records.

PERMITTED EXCEPTIONS:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records; proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records; unpatented mining, claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments of any other facts which a correct survey would disclose.

NOTE: 1985-86 taxes, \$846.25, paid in full.

Code 1-1, 23 30 12DD 6900, Reference No. 01128.  
6800, 01244.

5. ADDITIONAL ad valorem taxes which may be assessed in the event that the Burns School District #1 levy is re-submitted to the voters in said district, and approved at an election duly held in this county.

Exhibit A - Property Schedule  
Page 2

NOTE: Any additional taxes levied as above and not shown as existing liens by the records of the taxing authority will be excluded from coverage under printed exception (1) on Schedule "B" of the standard coverage policy.

6. POWER LINE EASEMENT, including the terms and provisions thereof, in favor of West Coast Power Company, a corporation, recorded March 2, 1942, in Book 40, Page 28, Deed Records.

7. PERMANENT SLOPE EASEMENT, including the terms and provisions thereof, in favor of the State of Oregon, by and through its Department of Transportation, Highway Division, dated March 7, 1977, recorded March 11, 1977, in Book 103, Page 230, Deed Records.

STATION #2:

LEGAL DESCRIPTION:

Lot 2, and the East 90 feet of Lot 1, Block 2, JOHN CHRISTIAN'S ADDITION to Eugene, as platted and recorded in Book 2, Page 48, Lane County Oregon Plat Records, in Lane County, Oregon;

PERMITTED EXCEPTIONS: NONE

STATION #3:

LEGAL DESCRIPTION:

Beginning at the point of intersection of the centerline of West 11th Avenue and Danebo Street, said intersection point being South 0° 02' 27" East 2662.03 feet of the South 1/4 corner of Section 28, Township 17 South, Range 4 West of the Willamette Meridian; run thence along the centerline of said West 11th Avenue North 88° 59' 22" West 40.00 feet; thence North 0° 02' 27" West 60.00 feet to the point of intersection of the North margin of West 11th Avenue with the West margin of Danebo Street, said point being the True Point of Beginning; thence parallel with the centerline of West 11th Avenue, North 88° 59' 22" West 142.00 feet; thence parallel with the centerline of Danebo Street, North 0° 02' 27" West 110.00 feet; thence parallel with the centerline of West 11th Avenue South 88° 59' 22" East 142.00 feet to the West margin of Danebo Street; thence along the West margin of Danebo Street, South 0° 02' 27" East 110.00 feet to the True Point of Beginning, all in Eugene, Lane County, Oregon;

PERMITTED EXCEPTIONS:

1. City liens as levied by the City of Eugene, for Paving, Account No. 820503-0020, in the amount of \$4,713.94, plus interest.



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STATION #3A:

LEGAL DESCRIPTION:

Beginning at a point marking the Southwest corner of that certain tract of land conveyed to Gary C. Jastad, et ux, by deed recorded October 16, 1970, Reception No. 23784, Lane County Oregon Records, said point being 60.0 feet North 00° 02' 27" West and 182.0 feet North 88° 59' 22" West from a point where the centerline of Danebo Street intersects the centerline of West 11th Avenue in Section 33, Township 17 South, Range 4 West of the Willamette Meridian, Lane County, Oregon; running thence North 88° 59' 22" West along the North line of said 11th Avenue West 107.54 feet; thence North 01° 00' 38" East to the South line of the South easement line of the Amazon Channel; thence East along the South line of said Amazon Channel to the Northwest corner of that certain tract of land conveyed to Gary C. Jastad by deed recorded June 27, 1973, Reception No. 7329367, Lane County Oregon Records; thence continuing along the said South easement line on a 884.94 foot radius curve to the right (the long chord of which bears South 78° 36' 41" East 77.61 feet) a distance of 77.63 feet to the end of said curve at Engineer's Station 287+77.30 on the Amazon Channel; thence along said South easement line South 76° 05' 58" East 83.68 feet to a point on the West line of Danebo Avenue; thence South 00° 02' 27" East along the East line of Danebo Avenue 61.94 feet to the Northeast corner of said Jastad tract as conveyed by deed recorded October 16, 1970, Reception No. 23784; thence North 89° 59' 22" West 142.0 feet; thence South 00° 02' 27" East 110.0 feet to the Place of Beginning, in Lane County, Oregon.

PERMITTED EXCEPTIONS:

1. Taxes for the fiscal year 1986-87, a lien not yet payable.
2. Rights of access for care and maintenance of Amazon drainage ditch.
3. Sewer line easement along the South bank of the Amazon Channel as granted to Gary C. Jastad by instrument recorded January 15, 1970, Reception No. 93550, Lane County Oregon Records.
4. Sewer line easement, including the terms and provisions thereof, granted Gary C. Jastad and Donna Jean Jastad, by instrument recorded December 9, 1970, Reception No. 29554, Lane County Oregon Records.
5. City liens as levied by the City of Eugene, for Paving, Account No. 820503-0010, in the amount of \$2,726.55, plus interest.

STATION #3B:

LEGAL DESCRIPTION:

Beginning at a point on the North line of West 11th Avenue in Section 33, Township 17 South, Range 4 West, Willamette Meridian, 539.54 feet West of and 60.0 feet North of the intersection of the center line of Danebo Street and the center line of West 11th Street in Eugene, Lane County, Oregon; thence East along the North line of 11th Avenue 250.0 feet to a point 10.0 feet West of the Southwest corner of that certain tract of land conveyed to Gary C. Jastad, et ux, by deed recorded May 2, 1969, Reception No. 62733, Lane County Oregon Records; thence North  $1^{\circ} 00' 38''$  West to the South easement line of Amazon Channel; thence West along said easement line of the Amazon Channel to a point North of the point of beginning; thence South to the point of beginning in Section 33, Township 17 South, Range 4 West, Willamette Meridian, in Lane County, Oregon;

PERMITTED EXCEPTIONS:

1. Taxes for the fiscal year 1986-87, a lien not yet payable.
2. Rights of access for care and maintenance of Amazon drainage ditch.
3. Sewer line easement along the South bank of the Amazon Channel as granted to Gary C. Jastad by instrument recorded January 15, 1970, Reception No. 93550, Lane County Oregon Records.

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STATION #4:

LEGAL DESCRIPTION:

Being situated in the County of Benton and State of Oregon, to-wit:  
Beginning at the Southeast corner of the Archimedes Stewart  
Donation Land Claim No. 51; thence North 0°45' West along the East  
line of said Claim 1159.85 feet to the point of beginning, marked  
by a 5/8 inch iron rod; thence South 89°14' West 162.73 feet to a  
5/8 inch iron rod; thence continuing South 89°14' West 3.0 feet,  
more or less, to the Easterly right of way of U.S. Highway No. 20;  
thence North 26°32' East along the Easterly right of way line of  
said highway 362 feet, more or less, to the intersection of the  
Easterly right of way of said highway, and the East line of the  
Archimedes Stewart Donation Land Claim No. 51; thence South 0°45'  
East 323.0 feet more or less to the point of beginning-----

PERMITTED EXCEPTIONS:

1. 1986-87 Taxes which are a lien but not yet payable.
2. Rights of the public in roads and highways.
3. Easement, including the terms and provisions thereof, granted to Mountain States Power Company by instrument recorded in Book 77 at page 579 dated June 14, 1926, Records of Benton County, Oregon.
4. Easement, including the terms and provisions thereof, granted to Mountain States Power Company by instrument recorded in Book 110 at page 167, dated January 25, 1946, Microfilm Records of Benton County, Oregon.



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STATION #5:

Being situated in the County of Benton and State of Oregon, to wit:  
Part of the N.P. Newton Claim No. 72, Township 12 South, Range 5  
West of the Willamette Meridian, described as follows:

LEGAL DESCRIPTION:

Beginning at a point where the North line of the Corvallis-Newport State Highway intersects the East line of a certain 24 foot roadway deed to Rex Clemens and Ethel Clemens by Rose Green and W. H. Green, by deed recorded April 11, 1945 in Book 107 at page 123 Deed Records; thence North 0°17' East 135 feet along the East line of said 24 foot roadway; thence Easterly parallel with said Corvallis-Newport Highway 212 feet; thence Southerly to a point on the North line of said Corvallis-Newport Highway which is 245 feet Easterly from said beginning point along the North line of said highway; thence Westerly to the place of beginning.

SAVE AND EXCEPT the Easterly 10 feet of even width----

PERMITTED EXCEPTIONS:

1. Philomath City Liens, if any.

NOTE: The City of Philomath charges a \$5.00 fee for each tax lot searched. If an lien search is desired, kindly advise.

2. Easement for a water pipe give by Mary A. Park to the City of Corvallis, recorded February 12, 1906 in Book 46 at page 56 Deed Records.

3. Easement for electrical transmission granted to the Northern Idaho and Montana Power Company by Mary A. Park by deed recorded September 5, 1911 in Book 55 at page 72 Deed Records.

4. Conditions and restrictions in deed from Cecil Green et ux to Gene Minty et ux recorded October 14, 1946 in Book 114 at page 491 Deed Records.

STATION #6:

LEGAL DESCRIPTION:

All of Lots 21 and 22, the north 42 feet of Lot 20 and the west 10.15 feet of Lot 4, Block 3, LAKEWOOD, in Lincoln County, Oregon.



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PERMITTED EXCEPTIONS:

1. Unpaid 1985-86 taxes, if any. Said information is currently unavailable.  
(Tax Code 402 7-11-15 Map DD Tax Lot 901) NOTE A - 1984-85 taxes, \$2,057.91 paid.
2. Lincoln City city liens, if any. (We have requested a certificate)
3. Conditions, restrictions, reservations and set back lines, including the terms and provisions thereof, contained in Declaration of Restrictions, recorded September 23, 1946 in Book 6, page 343, Miscellaneous Records, but excepting any restrictions based upon race, color, religion or national origin.
4. Sewer easements, including the terms and provisions thereof, granted by Herbert W. Groves and Gladys R. Groves to City of Lincoln City recorded March 27, 1973 in Volume 40, page 837, and recorded November 2, 1973 in Volume 45, page 930, Film Records. (May or may not affect subject property; description is unclear).

STATION #18

LEGAL DESCRIPTION

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Lots 1 to 5, inclusive, Block 2. Second Addition to Empire, Coos County, Oregon.-----

PERMITTED EXCEPTIONS: NONE

STATION #9:

LEGAL DESCRIPTION:

A parcel of land situated in Government Lot 2, SE 1/4 of the NW 1/4 of Section 36, Township 25 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, described as follows: Beginning on the East boundary of Sixth Avenue 100 feet South of the point of intersection of the South boundary of "F" Street with the East boundary of Sixth Avenue in the Plat of Eastside, Coos County, Oregon; and running thence South along the East boundary of Sixth Avenue a distance of 150 feet; thence East parallel with the South boundary of "F" Street for a distance of 100 feet; thence North parallel with the East boundary of Sixth Avenue a distance of 150 feet; thence West parallel with the South boundary of "F" Street a distance of 100 feet to the point of beginning.-----

PERMITTED EXCEPTIONS:


1. Any adverse claim based upon the assertion that said land or any portion thereof is now or at any time has been below the high water mark of the canal.
2. Easement, including the terms and provisions thereof, for drain field and septic set out in deed to Frank Boresek, by instrument recorded August 27, 1965, bearing Microfilm Reel No. 65-8-0738, Records of Coos County, Oregon.

STATION #10:

LEGAL DESCRIPTION:

Lots 1, 2, 3, 4, 5 and 6 and the Easterly 5 feet of Lot 7, Block 1, WEST-MORELAND, as platted and recorded in Book 8, Page 26, Lane County Oregon Plat Records, plus 12 foot vacated alley lying to the North of the above mentioned lots, in Lane County, Oregon;

EXCEPT: Beginning at the Southeast corner of Block 1, WEST-MORELAND, as platted and recorded in Book 8, Page 26, Lane County Oregon Plat Records, said point being 40.25 feet distant from, when measured at right angles to, the centerline of West 11th Avenue; run thence North 89° 35' 05" West along the South line of said Block, 175.36 feet to the Southwest corner of Lot 7, said Block; thence North 0° 00' 53" West along the West line of said Lot 7, 1.15 feet to a point that is 40.25 feet distant from, when measured at right angles to the centerline of said West 11th Avenue; thence South 89° 12' 30" East parallel with said centerline 175.37 feet to the point of beginning, all in Eugene, Lane County, Oregon;





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ALSO: Easement over the Southerly 13 feet of Lots 37 and 38, Block 1, WEST-MORELAND, as platted and recorded in Book 8, Page 26, Lane County Oregon Plat Records, for the purpose of ingress and egress to and from the property described hereinabove, said easement for driveway purposes to be used mutually by Grantor and Grantee, in Lane County, Oregon.

PERMITTED EXCEPTIONS: NONE

STATION #11:

LEGAL DESCRIPTION:

Beginning at a point 14.06 chains East and 32.17 chains South of the Northwest corner of the Solomon Zumwalt Donation Land Claim No. 41 in Township 17 South, Range 4 West of the Willamette Meridian and running thence East 2.235 chains to the Westerly right of way line of a surveyed highway; thence South  $34^{\circ} 01'$  East along the Westerly line, 2.15 chains; thence West 3.435 chains; thence North 1.78 chains to the place of beginning all in Section 26, said Township and Range, in Lane County, Oregon;  
EXCEPT any portion lying West of the East line of tract of land described by instrument recorded March 2, 1955, Reception No. 50869, Lane County Oregon Deed Records;

PERMITTED EXCEPTION:

1. Rights of the public in and to that portion lying within the bounds of the County Road on the North.

STATION #13:

LEGAL DESCRIPTION:

Beginning at a point on the Easterly right of way line of the Junction City-Eugene Secondary Highway 278.44 feet North  $17^{\circ} 0'$  West of a point 4843.4 feet East of the Southwest corner of the Benjamin Davis Donation Land Claim No. 45, Township 17 South, Range 4 West of the Willamette Meridian; and running thence East 151.1 feet; thence North 59.7 feet to the South line of a reserved 24.0 feet roadway; thence West 169.4 feet to the said Easterly right of way line of said highway; thence South  $17^{\circ} 0'$  East 62.5 feet to the place of beginning, in Lane County, Oregon;  
EXCEPT that part deeded to Lane County for road by Deed recorded March 26, 1963, Reception No. 4617, Lane County Oregon Deed Records;

ALSO: Beginning at a point on the Easterly right of way line of the Junction City-Eugene Secondary Highway 203.44 feet North  $17^{\circ} 0'$  West of a point 4843.4 feet East of the Southwest corner of the Benjamin Davis Donation Land Claim No. 45; and running thence East 148.2 feet; thence North 71.7 feet; thence West 170.1 feet to the said Easterly right of

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way line of said highway; thence South  $17^{\circ} 0'$  East 75.0 feet to the place of beginning, in Section 24, Township 17 South, Range 4 West of the Willamette Meridian in Lane County, Oregon;  
EXCEPT that part deeded to Lane County, Oregon, for road, recorded March 26, 1963, Reception No. 4616, Lane County Oregon Deed Records, in Lane County, Oregon.

PERMITTED EXCEPTIONS: NONE

STATION #14:

LEGAL DESCRIPTION:

Beginning at a point in the centerline of County Road No. 200 (River Road) 765.68 feet South  $17^{\circ} 02'$  East from a point in the North line of the Joseph Davis Donation Land Claim No. 48, in Township 17 South, Range 4 West of the Willamette Meridian, which point has previously been described as being 4.5 chains East of the Southwest corner of the L. Poindexter Donation Land Claim No. 52 of said Township and Range (this point is found to be 268.0 feet East of said Southwest corner of Claim No. 52); thence East 52.29 feet to the true point of beginning which is on the Easterly margin of said road; thence North  $17^{\circ} 02'$  West 119.08 feet parallel with the centerline of said County Road No. 200; thence East 147.71 feet along the South right of way line of Green Lane; thence South  $17^{\circ} 02'$  East 140.08 feet parallel with the centerline of County Road No. 200; thence South  $81^{\circ} 06' 28''$  West 142.67 feet to a point on the Easterly margin of County Road No. 200; thence along said margin North  $17^{\circ} 02'$  West 44.07 feet to the true point of beginning, all in Lane County, Oregon;

PERMITTED EXCEPTIONS: NONE

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STATION #15:

LEGAL DESCRIPTION:

Beginning at the Southeast corner of the A. H. Coryell Donation Land Claim No. 59, in Section 10, Township 18 South, Range 3 West of the Willamette Meridian; thence South  $89^{\circ} 43' 18''$  West 506.00 feet; thence North  $17^{\circ} 41' 30''$  West 926.80 feet to the intersection of the North line of County Road No. 1129 (Bloomberg Road) with the West line of Interstate 5 and the True Point of Beginning of the following described tract of land; thence South  $89^{\circ} 56' 30''$  West 134.0 feet; thence North  $18^{\circ} 59' 10''$  West 207.78 feet; thence North  $89^{\circ} 43' 20''$  East 138.77 feet to the Westerly right of way of Interstate 5; thence South  $17^{\circ} 41' 30''$  East along the Westerly right of way of Interstate 5, 206.80 feet to the True Point of Beginning, in Lane County, Oregon;

PERMITTED EXCEPTIONS: NONE

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STATION #16:

LEGAL DESCRIPTION:

Beginning at the point of intersection of the East right of way line of Green Hill Road (said right of way line being 40.0 feet East of the center line of said road and 20.0 feet East of the Section line running from the Northwest corner of Section 32, Township 17 South, Range 4 West of the Willamette Meridian to the West 1/4 corner of said Section 32) and the Northerly right of way line of Route "F" (said Northerly right of way line being 40.0 feet Northerly, when measured at right angles, from the center line of said Route "F") as the same were monumented on November 16, 1967; run thence North 0° 08' East along the said Easterly right of way line 266.56 feet to a 5/8 inch iron rod; run thence South 69° 34' East parallel with and 250.0 feet from (when measured at right angles) the said Northerly right of way line of Route "F" 871.20 feet to a 5/8 inch iron rod; run thence South 0° 08' West parallel with the Easterly right of way line of Route "F" to a 5/8 inch iron rod on the Northerly right of way line of Route "F"; run thence North 69° 34' West along the said Northerly right of way line 871.20 feet to a 5/8 inch iron rod and the point of beginning, in the Northwest 1/4 of Section 32, Township 17 South, Range 4 West of the Willamette Meridian, in Lane County, Oregon;

EXCEPT that portion conveyed to Lane County by deed recorded July 22, 1964, Reception No. 64019, Lane County Oregon Records;

PERMITTED EXCEPTIONS:

1. Power line easement, including the terms and provisions thereof, granted Mountain States Power Co., by instrument recorded January 26, 1945, in Book 282, Page 104, Lane County Oregon Deed Records.
2. Easement for road purposes, including the terms and provisions thereof, over the Easterly 30 feet as reserved in Deed from W. H. Hodes, recorded January 26, 1982, Reception No. 8202564, Lane County Oregon Records.
3. Subject to the terms and provisions contained in appurtenant easement recorded November 30, 1977, Reception No. 7776411, Lane County Oregon Records.

STATION #17:

LEGAL DESCRIPTION:

Lots 7, 8, 9 and 10, Block 50, AMENDED PLAT OF THE CHICAGO ADDITION TO FLORENCE, as platted and recorded in Book 25, Pages 552 and 553, Lane County Oregon Deed Records, in Lane County, Oregon;

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EXCEPT: Tract conveyed to the State of Oregon by Lane County, a political subdivision of the State of Oregon, by Deed recorded May 4, 1934, in Book 178, Page 550, Lane County Oregon Deed Records, in Lane County, Oregon;

PERMITTED EXCEPTIONS: NONE

STATION # 8:

LEGAL DESCRIPTION:

Beginning at a point in the Wm. H. Harris Donation Land Claim No. 37 in Section 20, Township 25 South, Range 13 West of the Willamette Meridian, Coos County, Oregon, from which point the iron pipe at the quarter section corner on the East boundary of the said Section 20 bears South 59° 38 5/6' East a distance of 2907.2 feet; the said point being on the Northerly boundary of the Cape Arago Secondary State Highway a distance of 40 feet North of the center line thereof, and running thence South 89° 07' West along the said Northerly boundary of the State Highway for a distance of 75.0 feet; thence North 0° 53' West for a distance of 122.0 feet; thence North 89° 07' East for a distance of 150.0 feet; thence South 0° 55' East for a distance of 122.0 feet; thence South 89° 07' West along the said Northerly boundary of the State Highway for a distance of 75.0 feet to the point of beginning and being a portion of the Wm. H. Harris Donation Land Claim No. 37 in Section 20, Township 25 South, Range 13 West of the Willamette Meridian, Coos County, Oregon.-----

PERMITTED EXCEPTIONS:

1. Permanent Slope Easement, including the terms and provisions thereof, conveyed to the State of Oregon, by and through its State Highway Commission, recorded September 20, 1961 in Book 288, Page 52, Deed Records of Coos County, Oregon.

STATION #19:

LEGAL DESCRIPTION:

A parcel of land lying in Lots One (1) and Two (2), Block Five (5), Bailey's Second Division of Gold Beach, Curry County, Oregon, the said parcel being the West 25 feet of Lot Two (2), said Block Five (5) and that portion of Lot One (1), said Block Five (5), lying Easterly of a line which is parallel to and 40 feet Easterly of the center line of the relocated Oregon Coast Highway, which center line is described as follows:

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Beginning at Engineer's center line Station 15+62.79, said Station being 3656.36 feet North and 1020.62 feet West of the East Quarter Corner of Section One (1), Township Thirty-seven (37) South, Range Fifteen (15) West, Willamette Meridian;  
Thence South 0° 18' East 510.01 feet;  
Thence on a spiral curve right (the long chord of which bears South 1° 02' West) 400 feet to Station 24+72.80.

PERMITTED EXCEPTIONS:

1. The rights of the public in and to that portion of the herein described property lying within the limits of public roads or highways.
2. The terms and conditions of the deed from the State of Oregon by and through its State Highway Commission, to Jess W. Moore and Juanita D. Moore, husband and wife, dated October 11, 1958 and recorded December 18, 1958 in Deed Book 54, Page 362, Records of Curry County, Oregon. The said terms and conditions shall run with the land.

STATION #20:

LEGAL DESCRIPTION:

LOTS 4, 5 and 6, in BLOCK 16 of the ORIGINAL TOWN (now City) of MEDFORD, Jackson County, Oregon.

PERMITTED EXCEPTIONS: NONE

STATION #21:

LEGAL DESCRIPTION:

Lots 5, 6 and 7, Block 3, OSBURN TRACT HOMESITE to the City of Hermiston, Umatilla County, Oregon.

PERMITTED EXCEPTIONS: NONE

STATION #22:

LEGAL DESCRIPTION:

Lots 1, 2 and 3, Block 66, BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM a strip of land one foot in width along the Westerly side of Lot 3, Block 66, Buena Vista Addition to the City of Klamath Falls, Oregon and also lying entirely Westerly of a concrete retaining wall marking the line of possession of said Lot 3 and being more particularly described as follows:



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Beginning at a 3/4 inch iron pipe marking the Northwest corner of said Lot 3; thence Southerly along the Westerly line of said Lot 3, 95.00 feet; thence Easterly at right angles to said lot line, 1.00 foot; thence Northerly parallel to said lot line, 95.00 feet; thence Westerly 1.00 foot to the point of beginning.

PERMITTED EXCEPTIONS:

1. An easement, including the terms and provisions thereof,  
Dated : October 30, 1959  
Recorded : January 8, 1959  
Book : 318  
Page : 215  
In favor of : California Oregon Power Company  
For : Transmission and distribution of electricity  
(Affects Lot 2)
2. Rights of the public in and to any portion of said premises lying within the limits of roads and highways.

STATION #23:

LEGAL DESCRIPTION:

—Lots 1, 7 and 8 in Block 2 of BAKER AND MARTIN'S ADDITION to the City of McMinnville in Yamhill County, Oregon, as shown on the duly recorded Plat thereof, in Book 1, Page 7, Plat Records of Yamhill County, Oregon.—

PERMITTED EXCEPTIONS: NONE

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STATION #25:

LEGAL DESCRIPTION:

Lots Five (5) and Six (6), Block Two (2), Capitol Street Addition to Salem, in Marion County, Oregon, (See Volume 5, Page 8, Record of Town Plats for said County and State.) SAVE AND EXCEPT from said Lot 5: Beginning at a point on the East line of Capitol Street 29.04 feet North of the Southwest corner of said Lot 5; thence South, along the East line of Capitol Street, 29.04 feet to the before mentioned Southwest corner of Lot 5; thence Easterly along the North line of Shipping Street 5.12 feet; thence Northerly in a straight line to the place of beginning.

PERMITTED EXCEPTIONS:

1. Reservation of mineral rights in deed from Atlantic Richfield Company, to Frank J. Boresek, Betty C. Boresek, William J. Cookson, as Trustees of the Franko Oil Co., Profit Sharing Trust, recorded JUNE 30, 1976, in Reel 49, page 716, Records for Marion County, Oregon.

STATION #26:

LEGAL DESCRIPTION:

Description: Lots 3, 4, 5, 6, 7, 8, 9, and 10, Block 2, Waite's Addition to the City of Roseburg, Douglas County, Oregon.

PERMITTED EXCEPTIONS:

1. Roads and highways and the rights of the public therein.
2. These premises are located within the boundaries of the Roseburg Urban Sanitary Authority and are subject to the levies and assessments thereof. (\$11.80 due to August 1, 1986)

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STATION #27:

LEGAL DESCRIPTION:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 19 and 20, Block 34, PLAT OF GALLAGHER'S PART OF THE CITY OF FLORENCE, as platted and recorded in Book 30, Pages 12 and 13, Lane County Oregon Deed Records, in Lane County, Oregon;

TOGETHER WITH that portion of 13th Street adjacent and inuring thereto by vacation proceedings recorded November 27, 1985, Reception No. 8542913, Lane County Oregon Records;

EXCEPT that portion described in deed to State of Oregon, by and through its Department of Transportation, Highway Division, recorded January 15, 1986, Reception No. 8601635, Lane County Oregon Records;

PERMITTED EXCEPTIONS:

1. A 20 foot public utility easement reserved by the City of Florence, in Street Vacation Ordinance No. 17, Series 1985, recorded November 27, 1985, Reception No. 8542913, Lane County Oregon Records.
2. Easement, including the terms and provisions thereof, granted the State of Oregon, by and through its Department of Transportation, Highway Division, by instrument recorded January 15, 1986, Reception No. 8601635, Lane County Oregon Records.
3. Taxes for the fiscal year 1986-87, a lien not yet payable.