

JUNE, 1985, between

67738

as Trustee, and

TURNER, as to an appraisement of the property of the said
as Beneficiary,

WITNESSETH:
and conveys to trustee in trust, with power of sale, the property

SEE LEGAL DESCRIPTION ATTACHED HERETO
AND MADE A PART HEREOF AS EXHIBIT "A"

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 fixtures now or hereafter attached to or used in connection with said real estate.

sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) payable to beneficiary or order and made by grantor, the final payment
note of even date herewith, payable to beneficiary or order and made by grantor, the final installment of said note
not sooner paid, to be due and payable December 10, 1985
date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment is sold, agreed to be
the date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment is sold, agreed to be

The date of maturity of the debt secured by this instrument shall be the date when the property becomes due and payable. In the event the within described property, or any part thereof, is sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent of the beneficiary, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, shall become immediately due and payable.

The above described real property is not currently used for agricultural, mineral, or timber purposes. (a) consent to the making of any map or plat or subdivision of the property; (b) consent to the granting any easement or creating any restriction thereon; (c) join in or execute any instrument for the granting any easement or other agreement affecting this deed or the lien or charge of the property; (d) subordination or other agreement affecting, all or any part of the property. The person or persons who are the grantor or grantors hereof; (e) reconvey, without warranty, all or any part of the property to the grantee in any reconveyance, may be described as the "person or persons who are the grantor or grantors hereof;" and the recitals thereof. Trustee's fees for any of the foregoing shall not exceed the truthfulness thereof, less than \$5.

[illegible][illegible]

4. To provide, and continuously maintain insurance, on the buildings, now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$ replacement value , written in and acceptable to the beneficiary, with loss payable to the latter; all such insurance to be delivered to and maintained by such insurance agent, broker or company as the beneficiary may from time to time designate, and the beneficiary's fees upon any such designation may determine.

11. The entering upon and taking possession of said property for collection of such rents, issues and profits, or the proceeds of fire and insurance policies or compensation or awards for any taking or damage to property, and the application or release thereof as aforesaid, shall not constitute a default or breach of this lease, and shall not operate to waive any default or notice of default hereunder or invalidate any act or omission of the beneficiary in payment of any indebtedness secured by this lease.

[illegible][illegible]

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, liens or other charges payable by grantor, either personally or as beneficiary with funds with which to pay the same, the trustee shall, at any time after the expiration of thirty (30) days after the date of the default, sell the property in full satisfaction of the taxes, assessments, liens or other charges payable by grantor, either personally or as beneficiary with funds with which to pay the same, and the proceeds of such sale shall be applied to the payment of the taxes, assessments, liens or other charges payable by grantor, either personally or as beneficiary with funds with which to pay the same, and the balance of the proceeds of such sale shall be paid to the beneficiary.

[illegible]

14. Otherwise, the sale shall be held on the date and at the place designated in the notice of sale or the time to which said property is to be sold as provided by law. The trustee may sell said parcel or parcels and shall sell the time of sale

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's

[illegible][illegible]

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation; beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable upon compensation for such taking, which are in excess of the amount required to pay attorney's fees, shall be paid to beneficiary and as compensation for such costs, expenses and attorney's fees.

[illegible]

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation); without affecting the right of any person for the payment of the indebtedness, trustee may

NOTE: The Trust Deed Act provides that the trustee hereunder 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 696.503 to 696.585.

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

Encumbrances of record

and, that he will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
(a)* primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below);
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.
Julee's Sun Bear Resorts, Inc.

By: John Post, President

John Post, Individually

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, or is not to finance the purchase of a dwelling, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice.

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

STATE OF OREGON,

County of Lane ss.

6/12, 1985

Personally appeared the above named

JOHN POST

and acknowledged the foregoing instrument to be his voluntary act and deed.

BEFORE ME,

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 3/9/89

STATE OF OREGON, County of LANE ss.

6/12, 1985

Personally appeared JOHN POST

and

duly sworn, did say that the former is the

president and that the latter is the

secretary of

Julee's Sun Bear Resorts

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

BEFORE ME,

Notary Public for Oregon

My commission expires: 3/9/89

(OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO:

Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to.

DATED:

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(FORM No. 881)

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

STATE OF OREGON,

County of ss.

I certify that the within instrument was received for record on the day of 1985,

at o'clock M., and recorded in book/roll/volume No. on page or as fee/file/instrument/microfilm/reception No.

Record of Mortgages of said County.

Witness my hand and seal of County attested.

NAME

TITLE

By Deputy

Grantor

Beneficiary

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

18021 DEED

DESCRIPTION

PARCEL 1:

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

Beginning at an iron pin on the Easterly right of way line of the Dalles-California Highway which lies South $19^{\circ} 24'$ East a distance of 649.2 feet from the Southwest corner of Block 8 of Chemult, Oregon, and running thence continuing South $19^{\circ} 24'$ East along the Easterly right of way line of the Dalles-California Highway a distance of 242.4 feet to an iron pin; thence North $70^{\circ} 36'$ East 330 feet to an iron pin on the Westerly right of way line of the S. P. R. R., which pin is also on the forty line; thence North $20^{\circ} 54'$ West along the Westerly right of way line of the S. P. R. R., a distance of 242.4 feet to an iron pin; thence South $70^{\circ} 36'$ West a distance of 325.6 feet more or less, to the point of beginning, said tract being in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL 2:

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

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

PARCEL 3:

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

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

DESCRIPTION
(continued)

PARCEL 4:

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

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

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

PARCEL 5:

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

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



STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

this 17th day of June A.D. 19 86 at 2:36 o'clock P.M., and
duly recorded in Vol. M85, of Mortgages on Page 9127.

EVELYN BIEHN, County Clerk

Fee \$17.00

By Bernetha A. Beloch

STATE OF OREGON; COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 5th day
of NOVEMBER A.D., 19 86 at 2:36 o'clock P.M., and duly recorded in Vol. M86
of _____ Mortgages on Page 20035

FEE \$17.00

Evelyn Biehn, County Clerk
By Patricia Smith