

72856

RECORDING REQUESTED BY

COMMON TITLE
BOND AND TRUST

AND WHEN RECORDED MAIL TO

Name
Street
Address
City &
StateCOMMON TITLE BOND & TRUST, INC.
508 N. Curry Street
Suite 77
Carson City, Nevada 89701

Vol. M87 Page 5172

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Deed of Trust and Assignment of Rents

This Deed of Trust, Made this 27th day of March, 1987.
Between Gary C. Reil, whose address is P.O. Box 195 Antelope, Oregon 97001, herein called TRUSTOR.
COMMON TITLE BOND & TRUST, INC. Reil, Justin L. Baker, and Gentry L. Baker, herein called TRUSTEE, and Leroy H. Baker, Janice

Witnesseth: That Trustor irrevocably GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that real property in the County of Klamath described as follows:

See attached property description Marked as Exhibit "A".
State of Oregon

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by Paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits, for the purpose of securing payment of the indebtedness evidenced by a promissory note, of even date herewith, executed by Trustor in the sum of \$9,321,500.00 evidenced by a promissory note or notes, containing a recitation that this Deed of Trust secures the payment thereof, any lawful charge made by Beneficiary for a statement regarding the obligations secured hereby requested by or for Trustor, and the performance of each agreement herein contained. By the execution and delivery of this Deed of Trust and the note secured hereby, the provisions (1) to (15) inclusive, printed on the reverse hereof, hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

Trustor requests that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed to him at his address given herein.

STATE OF Oregon

sign Gary C. Reil
sign

On March 30, 1987, before me, the undersigned, a Notary Public, in and for said State, personally appeared, evidence) to be the person whose name subscribed to this instrument, and acknowledged to me that he executed the same.

Notary Public

FOR NOTARY SEAL OR STAMP

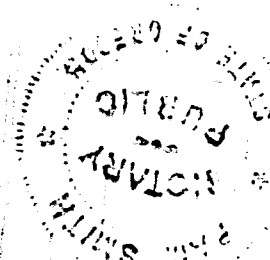


Exhibit "A" Property description attached hereto and made a part hereof.

This document is only a printed form and is not a substitute for the original instrument. It is the responsibility of the user to ensure that the document is properly completed and that the original instrument is properly recorded.

This document is not a substitute for the original instrument. It is the responsibility of the user to ensure that the document is properly completed and that the original instrument is properly recorded.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:

- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
 - (2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
 - (3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustor; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustor may appear, and in any suit brought by Beneficiary to foreclose this Deed.
 - (4) To pay: at least ten (10) days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all incumbrances, charges and liens, any interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation as to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustor; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.
 - (5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
 - (6) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
 - (7) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
 - (8) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.
 - (9) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantees in such reconveyance may be described as "the person or persons legally entitled thereto." Five (5) years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).
 - (10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
 - (11) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.
- After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may: postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property as sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.
- After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.
- (12) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.
 - (13) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder, including pledgees, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
 - (14) That Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.
 - (15) Trustee shall act as Trustee under Deeds of Trust given solely for the purpose of securing obligations for the repayment of money other than corporate bonds.

REQUEST FOR RECONVEYANCE

THE PROMISSORY NOTE OR NOTES, AND ANY EVIDENCES OF FURTHER AND/OR ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST.

(City)

(State)

(date)

To THE TRUSTEE NAMED ON THE REVERSE HEREOF:

You are hereby authorized and requested to execute a reconveyance hereunder and deliver same to

The undersigned own all the obligations secured by said Deed of Trust.

Beneficiary

Beneficiary

Beneficiary

Beneficiary

RETURN TO

DESCRIPTION OF PROPERTY

Exhibit "A"

The following described real property situate in Klamath County, Oregon:

5174

AGENCY LAKE RANCH

TOWNSHIPS 34 AND 35 SOUTH, RANGES 7 and 7½ EAST OF THE WILLAMETTE MERIDIAN

PARCEL 1-A:

All those portions of Sections 20, 21, 22, 26, 27, 28, 29, 33 and 34 Township 34 South, Range 7½ East of the Willamette Meridian, and Sections 2, 3, 4, 5, 6, 7, 8, 9, 10, 16, 17 and 18 in Township 35 South, Range 7½ East of the Willamette Meridian, in Klamath County, Oregon, more particularly described as follows:

Beginning at the intersection of the center line of Seven Mile Canal, as the same is now located and constructed with a line parallel with and 70.0 feet distant at right angles Southeasterly from the centerline of the Dixon and McQuiston Lower Levee as the same is now located and constructed and from which point the Southeasterly corner of Section 1 Township 34 South, Range 6 E.W.M., as established by Norman D. Price, U. S. Cadastral Engineer, between October 31, 1930 and June 22, 1931, bears North 52°51½' West 18,650.2 feet distant, and running thence South 44°40' West along the aforementioned parallel line 7,011.7 feet; thence South 12°30' East along a line parallel with and 70.0 feet distant at right angles Northeasterly from the center line of the said Dixon and McQuiston Lower Levee, 2,622.3 feet, more or less, to a point in the section line between the said Sections 28 and 29, Township 34 South, Range 7½ E.W.M.; thence southerly along the said section line between the said Sections 28 and 29, and Sections 32 and 33 of the same Township and Range, 7,928 feet, more or less, to the Southeasterly corner of the said Section 32; thence Southerly along the section line between the said Sections 4 and 5, Township 35 South, Range 7½ E.W.M., 788.3 feet; thence Westerly along a line parallel with and 788.3 feet distant at right angles Southerly from the township line between Township 34 South, Range 7½ E.W.M., and Township 35 South, Range 7½ E.W.M., 10,560 feet, more or less, to a point in the line marking the Westerly boundary of Section 6, Township 35 South, Range 7½ E.W.M.; thence Southerly along the Westerly boundary of the said Section 6, 4,492 feet, more or less, to the Southwest corner of the said Section 6; thence continuing Southerly along the Westerly boundary of Section 7, 5,280 feet, more or less, to the Southwest corner of said Section 7; thence continuing South along the West line of Section 18 a distance of 660 feet; thence East, parallel with and 660 feet South of the North lines of Sections 18 and 17, a distance of 10,560 feet, more or less, to the East line of Section 17; thence continuing East along said parallel line a distance of 1,980.0 feet to a point; thence North at right angles to said parallel line a distance of 660 feet to a point on the South line of Section 9 which is 1,980.0 feet East of the Southwest corner thereof; thence N. 13°46' E. a distance of 2,717.95 feet, more or less, to the center of Section 9 and the Southwest corner of Lot 2 in said Section 9; thence N. 44°52' E. to the Northeast corner of said Lot 2; thence continuing N. 44°52' E. a distance of 0.983 chain; thence N. 86°54' E. a distance of 81.715 chains to a point on the East line of Section 10 and on the meander line of Agency Lake; thence Northerly along the shore line of Agency Lake to its intersection with the center line of the Seven Mile Canal as the same is now located and constructed; thence N. 41°02'30' W., along said center line, a distance of 11,000 feet, more or less, to the point of beginning.

PARCEL 1-B:

A parcel of land situate in the NW $\frac{1}{4}$ of Section 31, Township 34 South, Range 7 East of the Willamette Meridian, lying East of Wood River and being more particularly described as follows: Beginning at an iron pipe on the North line of Section 31, from which the brass cap monument marking the Northwest corner of said Section 31 bears North 88°51' 3/4" West 789.8 feet distant and the brass cap monument marking the North Quarter Section corner of said Section 31; bears South 88°51' 3/4" East 1,787.4 feet distant; thence South 38°23' 3/4" East 548.6 feet to a point; thence along a 15°56' 3/4" circular curve to the right (having a deflection angle of 55°26' 1/2", a radius of 359.4 feet, and a long chord which bears South 10°40' 1/2" East 334.3 feet) a distance of 347.6 feet; thence South 17°02' 3/4" West 122.1 feet to a point; thence along an 18°52' 3/4" circular curve to the left (having a deflection angle of 40°26' 1/2", a radius of 303.5 feet, and a long chord which bears South 3°10' 1/2" East 209.8 feet) a distance of 214.2 feet; thence South 23°23' 3/4" East 419.5 feet to a point; thence South 14°07' 1/2" East 498.7 feet to a point; thence South 2°39' 1/2" East 682.9 feet to an iron pipe on the south line of the Northwest quarter of said Section 31; thence North 89°34' 1/2" West along the South line of the Northwest quarter of said Section 31, 1488.1 feet to a point on the West boundary of said Section 31; thence North along the West boundary of said Section 31, 2,640.0 feet to the brass cap monument marking the Northwest corner of said Section 31, thence South 88°51' 3/4" East along the North boundary of Section 31, 789.8 feet, more or less, to the point of beginning.

ALSO a strip of land 90.0 feet in width along the Southerly boundary of the NW $\frac{1}{4}$ of Section 31 lying between the above described parcel and the Westerly right of way line of Highway No. 422.

PARCEL 1-C:

A piece or parcel of land situate in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 31, Township 34 South, Range 7 East of the Willamette Meridian, lying East of Wood River and being more particularly described as follows: Beginning at a 5/8 inch iron pin on the East-West centerline of Section 31, Township 34 S., R. 7 E.W.M., in the West right of way fence line of State Highway #422, as the same is presently located and constructed, from which the scribed stone marking the East quarter corner to said Section 31, bears South 89°34' 15" East 3,413.95 feet distant; thence North 0°28' 15" West along said Westerly highway right of way fence 90.01 feet to the true point of beginning; thence North 89°34' 15" West 303.27 feet to a point; thence North 2°39' 15" West 120.17 feet to a point; thence South 89°34' 15" East 32.05 feet to a 5/8 inch iron pin reference monument; thence South 89°34' 15" East 275.80 feet to a 5/8 inch iron pin in said Westerly highway right of way fence; thence South 0°28' 15" East along said Westerly highway right of way fence 120.01 feet, more or less, to the true point of beginning.

PARCEL 1-D:

A piece or parcel of land situate in Sections 11, 13, 14, 15, 16, 21, 22, 23, 24, 25, 26 and 27, Township 34 South, Range 7½ East of the Willamette Meridian, and more particularly described as follows: Beginning at a point at the intersection of the centerline of Seven Mile Canal as the same is now located and constructed, with the line of a division fence extended Southwesterly, from which point the Southeasterly corner of Section 1, Township 34 South, Range 6 East of the Willamette Meridian, as established by Norman D. Price, U. S. Cadastral Engineer, between October 31, 1930 and June 22, 1931, bears North 54°19½' West 16,670.3 feet distant, and running from said point of beginning South 41°02½' East along the said center line of the Seven Mile Canal, 12,811.0 feet, more or less, to a point in a line 150 feet distant at right angles Southerly from the center line of the Old Lake Levee, as the same is now located and constructed; thence leaving said center line and following said parallel line North 50°28½' East, 2,202.6 feet; thence North 88°32' East 1,158.1 feet; thence South 75°19' East, 1,064.8 feet; thence South 45°41' East 588.3 feet; thence South 69°24' East 1,593.6 feet; thence South 84°17' East 203.5 feet; thence South 32°44' East 664.1 feet; thence South 61°23' East 251.2 feet; thence North 81°42' East 1,181.4 feet, more or less, to a point on the Westerly or right bank of Wood River; thence leaving said parallel line and running Northerly along the said Westerly bank of Wood River 19,000 feet, more or less, to a point at the intersection of said Westerly bank of Wood River, with the above mentioned division fence; thence South 61°40½' West along said division fence 9,958 feet, more or less, to the said point of beginning.

PARCEL 1-E:

Lots 2, 3, 5 and 6 in Section 36 Township 34 South, Range 7½ East of the Willamette Meridian.

WILLIAMSON RIVER RANCH
IN TOWNSHIP 35 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN

Parcel 2-A:

IN SECTION 19: Lots 15, 16, 17, 18, 19, 20, 25, 26, 27, 28, 29, 30 and the following described tract: Starting at a point 7.85 chains West from the section corner common to Sections 19, 20, 29 and 30, Township 35 S.R. 7 E.W.M., and running thence West 12.15 chains; thence North 20 chains to the center line of the Old Dalles-California Highway; thence South 25° East following the center line of the said Old Dalles-California Highway 17.00 chains; thence in a Southeasterly direction also following the center of the said Dalles-California Highway 7.27 chains, more or less, to the starting point. Being a part of Lots 24 and 31 of said Section 19.

PARCEL 2-C:

IN SECTION 30: Lot 3 EXCEPT the East 250 feet thereof and all of Lots 4, 5, 6, 7, 14, 15, 16, 17, 19, 23, 24, 25, 26, 27, 28, 33, 34, 35, 36, 37 and the West 10 chains (660 feet) of Lots 8, 13 and 18.

PARCEL 2-D

IN SECTION 31:

Lot 4, EXCEPT therefrom the following described parcel: Beginning at a point on the North line of said Lot 4 which bears N. 89°39'50" E. a distance of 498.3 feet from the Northwest corner of said Lot 4; thence S. 07°13'10" E. a distance of 336.7 feet to a point; thence S. 51°05'40" E. a distance of 165.5 feet to a point; thence S. 06°30'30" E. a distance of 50.5 feet to a point; thence N. 80°02'40" E. a distance of 135 feet, more or less, to a point on the Westerly bank of Williamson River; thence Northerly along said Westerly bank to the Northeast corner of said Lot 4; thence S. 89°39'50" W. along the North line of said Lot 4 to the point of beginning.

Lots 5, 6, 7, 12, 13, 14, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 27, 30, 31, 32, 33, 34, 35, 36, 37 and portion of Lots 11, 20, 21, 28, 29 and 38 in Section 31, more particularly described as follows: Beginning at the stone monument marking the section corner common to Sections 31 and 32, Township 35 South, Range 7 E.W.M., and to Sections 5 and 6, Township 36 S.R. 7 E.W.M.; thence South 89°55' 3/4' West along the section line common to said Sections 31 and 6, 425.0 feet to a point; thence North 0°25' West 30.0 feet to an iron pipe on the Northerly right of way line of a county road as the same is presently located and constructed and the True Point of Beginning of this description; thence South 89°55' 3/4' West along the said Northerly right of way line 868.7 feet to a point in the fence line marking the Westerly boundary of Lot 38 of said

Section 31; thence North $0^{\circ}55'3/4''$ West 1271.7 feet to the stone monument marking the Northwest corner of Lot 29 of said Section 31 (said monument being also the SE $1/16$ corner of said Section 31); thence North $0^{\circ}25'$ West 1316.7 feet to the stone monument marking the Northwest corner of Lot 21 of said Section 31 (said monument being also the East $1/16$ corner on the East-West centerline of said Section 31); thence North $0^{\circ}19'3/4''$ West 1263.3 feet to an iron pin on the Westerly boundary of Lot 11 of said Section 31 and from which point the Northwest corner of said Lot 11 bears North $0^{\circ}19'3/4''$ West 55.0 feet distant; thence South $13^{\circ}14'1/2''$ East 3955.5 feet, more or less, to the True Point of Beginning.

EXCEPTING that portion of Lot 12, more particularly described as follows: A portion of Lot 12 beginning at the Northeast corner of Lot 12, said Township and Range; thence South $0^{\circ}19'3/4''$ East 55.0 feet to an iron pin; thence North $45^{\circ}18'3/4''$ West 77.8 feet to an iron pin; thence North $89^{\circ}40'1/2''$ East 55.0 feet, more or less, to the point of beginning; containing 0.04 acre, more or less.

IN TOWNSHIP 36 SOUTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN

PARCEL 2-E:

IN SECTIONS 5 and 8 described as follows: Beginning at a point on the West line of said Section 5 which bears S. $0^{\circ}21'20''$ E. a distance of 644.5 feet from the Northwest corner of said Section 5; thence S. $33^{\circ}55'20''$ E. a distance of 4,666.55 feet, more or less, to a point on the North-South center section line of said Section 5, which point bears N. $1^{\circ}18'55''$ E. a distance of 723.9 feet from the South one-quarter corner of said Section 5; thence S. $1^{\circ}09'50''$ E. a distance of 1,768.3 feet to a deep water channel situate in the NW $1/4$ NE $1/4$ of said Section 8; thence West a distance of 52.55 feet to a point on the North-South center line of said Section 8; thence North along said centerline a distance of 1,044.2 feet, more or less, to the Quarter section corner common to said Sections 5 and 8; thence West along the South line of said Section 5 to the Southwest corner thereof; thence North along the West line of said Section 5 to the point of beginning. Said parcel being all of Lots 20, 21, 28, 29, 30 and portions of Lots 4, 5, 12, 13, 14, 19, 22, 27 and 31 in Section 5, and portion of the NW $1/4$ NE $1/4$ of Section 8.

PARCEL 2-F:

IN SECTION 6: All of Section 6, SAVING AND EXCEPTING The North 30 feet of Lot 1 of Section 6, Township 36 South, Range 7 E.W.M., as conveyed by Tulana Farms to Klamath County by deed executed January 11, 1954, recorded January 13, 1954, in Volume 265 page 50, Deed Records of Klamath County, Oregon.

IN SECTION 7: All of Fractional Section 7

IN SECTION 8: The N $1/2$ NW $1/4$; Lot 1 and that portion of Lot 2 lying Northerly and Westerly of the present shore line of Klamath Lake.

PARCEL 2-G:

IN TOWNSHIP 35 SOUTH, RANGE 7½ EAST OF THE WILLAMETTE MERIDIAN

All of Fractional Sections 25, 26, 27, 33, 34, 35 and 36; All of Fractional Section 24 EXCEPT Government Lot 5; All of Fractional Section 28 lying East of the Straits which connect Upper Klamath Lake and Agency Lake.

SAVING AND EXCEPTING a substation site 40 feet square in said Section 25, described as follows: Beginning at a point on the right hand or Westerly bank of Williamson River, and on the Easterly side or boundary of Lot 37 of Section 30, Township 35 South, Range 7 East of the Willamette Meridian, said point being situated South 89°09' West 2.7 feet and West 3,114 feet, more or less, from the Southeast corner of said Section 30; thence West 110.0 feet; thence North 88°22' West 249.4 feet; thence West 1,750.0 feet; thence North 70°00' West 7.0 feet to a point on the East boundary fence line of that certain structure known and referred to as Indian Lands Substation and from which the Southeast corner of said substation bears South 12.5 feet, being the true point of beginning; thence South 12.5 feet to the Southeast corner; thence West 40 feet; thence North 40 feet; thence East 40 feet; thence South 27.5 feet to the true point of beginning.

IN TOWNSHIP 36 SOUTH, RANGE 7½ EAST OF THE WILLAMETTE MERIDIAN

All of Section 1; and All of Fractional Sections 2, 3, 4, 11 and 12 lying Northeasterly and Northerly of the shore line of Klamath Lake.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Gary O. Reil the 30th day
of March A.D., 19 87 at 3:10 o'clock P M., and duly recorded in Vol. M87,
of Mortgages on Page 5172.

FEE \$33.00

Evelyn Biehn, County Clerk
By [Signature]