

81059

TRUST DEED

Vol. M81 Page 19725

THIS TRUST DEED, made this 30th day of October, 1987, between

Refer to attached grantor list
 as Grantor, William P. Brandsness, as Trustee, and
 South Valley State Bank, an Oregon Corporation
 as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

Refer to the attached legal description

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.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ONE MILLION AND NO/100

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable Per Terms of note, 19.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property.

2. To complete or restore promptly and in good and worklike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

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 \$1,000,000.00, written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any 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 grantor. 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.

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, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

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 fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

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 as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

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 liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance hereby immediately due and payable. The person or persons legally entitled thereto, and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, 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, immediately enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the 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.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would be cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. 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 grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

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 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 698.505 to 698.585.

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

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 or household purposes (see Important Notice below),

(b) for an organization, or (even if grantor is a natural person) are for business or commercial 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.

*** 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 use **Stevens-Mess Form No. 1319**, 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.)

Walter C. Badorek

Sharon Badorek by Walter C. Badorek
her attorney in fact

STATE OF OREGON,

County of Oregon Clatsop

This instrument was acknowledged before me on
10-30 C. 19 87 by

Walter C. Badorek for himself and
as power of attorney for Sharon
Badorek

Notary Public for Oregon
(SEAL) *Edw. Sharon Davis*
My commission expires: *12/31/2011*

My commission expires: 7/13/89

STATE OF OREGON

County of Klamath

This instrument was acknowledged before me on

19. 87 by Walter C Badouk
as President and Signer
or Badouk by Walter C Badouk
as Secretary for Metal Co

Notary Public for Oregon

John
My commission expires

(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 _____

I certify that the within instrument
was received for record on the _____ day

of _____, 19____,

at o'clock M., and recorded
in book/reel/volume No. on

page or as fee/file/instrument/microfilm/reception No.

Record of Mortgages of said County.
Witness my hand and seal of

County affixed.

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY

87022

1932: NEEDS

NAME _____ TITLE _____
By _____ ~~TO:~~ Deputy _____

EXHIBIT "A"
LEGAL DESCRIPTION

The following described real property situated in Klamath County, Oregon, more particularly described as follows:

PARCEL ONE:

Lots 5, 6, 7, 8, 9 and 10 in Block 2; and Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 32 and 33 in Block 4, of SIXTH STREET ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

ALSO, part of Lot 30, Block 4, SIXTH STREET ADDITION in Klamath County, Oregon, according to the official plat thereof, described as follows:

Beginning at the Northwest corner of Lot 30, Block 4, SIXTH STREET ADDITION; thence Southeasterly along alley parallel to Sixth Street a distance of 11.71 feet; thence Southwest at right angles to alley 17.25 feet to the Westerly line of Lot 30; thence Northerly along West line of Lot 30, 20.86 feet to the point of beginning, being a portion of Lot 30 Block 4 Sixth Street Addition.

Part of Lot 30, Block 4, SIXTH STREET ADDITION in Klamath County, Oregon, described as follows: Beginning at the Northwest corner of Lot 30, Block 4, Sixth Street Addition; thence Southeasterly along the Northeasterly line of said lot, 11.71 feet to the true point of beginning; thence Southeasterly along said lot line 33.28 feet; thence South $34^{\circ}07\frac{1}{2}'$ West 17.25 feet to the South line of said lot; thence Westerly along the South line to its intersection with the Southeasterly line of Lot 31, Block 4, Sixth Street Addition; thence North $34^{\circ}07\frac{1}{2}'$ East 17.25 feet to the point of beginning.

All that portion of Lot 31, Block 4, SIXTH STREET ADDITION in Klamath County, Oregon, except that part conveyed to Alfred D. Collier and V. E. O'Neill by deed dated December 9, 1937, recorded December 14, 1937, in Volume 113, at page 347, records of Klamath County, Oregon, described as follows: Beginning at a point in line marking the southwesterly boundary of said Lot 31, 55 feet Southeasterly from the most Westerly corner of said Lot 31, thence at right angles to the center line of South Sixth Street (The Dalles-California Highway) as the same is now located and constructed Northeasterly 33.63 feet, more or less, to a point in the Easterly boundary of said Lot 31; thence Southerly along the said Easterly boundary of said Lot 40.63 feet, more or less, to the Southeasterly corner of said Lot 31; thence Northwesterly along the above mentioned Southwesterly boundary of said Lot 31, 22.80 feet, more or less, to the point of beginning.

Part of Lot 802 ENTERPRISE TRACTS, according to the official plat thereof, described as follows: Beginning at a point in the Easterly boundary of Lot 31, Block 4, SIXTH STREET ADDITION from which the Southeasterly corner of said lot bears South $0^{\circ}00\frac{1}{2}'$ East 40.63 feet distant; running thence North $34^{\circ}07\frac{1}{2}'$ East at right angles to the center line of Sixth Street (The Dalles-California Highway) as now located to the South line of Lot 30, Block 4, of said Addition, thence West on said South line of Lot 30 to its intersection with the Southeasterly line of Lot 31, Block 4, said addition; thence South $0^{\circ}00\frac{1}{2}'$ East on said Southeasterly line of Lot 31 to the point of beginning.

Also beginning at the Northeast corner of Section 4, Township 39 South, Range 9 East of the Willamette Meridian, Oregon, and running thence South $0^{\circ}00'30''$ East along the East line of said Section 4, 862.01 feet; thence West 29.92 feet to an iron pipe marking the former intersection of the North line of South Sixth Street and the West line of Washburn Way, which iron pipe is distance 29.52 feet at right angles from the center line of the Klamath Falls Lakeview Highway at Engineers Station 15+58.91; and continuing thence from said iron pipe North $0^{\circ}00'30''$ West 62.53 feet along the West line of Washburn Way to the true beginning point of the description; running thence from said true beginning point North $0^{\circ}00'30''$ West 58.42 feet along the West line of Washburn Way to the South line of the alley in Block 4 of the Sixth Street Addition; thence North $55^{\circ}50'30''$ West along the South line of said alley 136.30 feet to the Northeasterly corner of that tract of land heretofore conveyed to W. Badorek and Nellie Badorek by Alfred D. Collier et ux., and V. E. O'Neill et ux., by deed recorded in Volume 113, page 349 of Klamath County Deed Records; thence South $34^{\circ}09'30''$ West along the Easterly line of said tract of land and the Westerly line of that certain tract of land conveyed to Alfred D. Collier and V. E. O'Neill by W. Badorek and Nellie Badorek and recorded in Volume 113, page 347, of Klamath County Deed Records, a distance of 89.55 feet to the Northerly right of way line of the Klamath Falls Lakeview State Highway as the same is presently constructed; thence along said Northerly right of way line on an 80 foot radius curve left (the long chord of which bears South 60° East 11.60 feet) a distance of 11.61 feet; thence South $64^{\circ}09'30''$ East 150.70 feet; thence on a twelve foot radius curve left (the long chord of which bears North $57^{\circ}55'$ East 20.34 feet) a distance of 24.26 feet to the true point of beginning.

SAVING AND EXCEPTING from said Parcel 1 any portion thereof conveyed to State of Oregon, by and through its State Highway Commission, by Deeds recorded August 3, 1943, Volume 157, page 285, and June 5, 1946, Volume 190, page 237, Deed Records of Klamath County, Oregon.

ALSO SAVING AND EXCEPTING from said Parcel 1 any portion conveyed to State of Oregon, by and through its State Highway Commission, by Deed recorded July 23, 1941, in Volume 148, page 508, Deed Records of Klamath County, Oregon, Volume 146, page 181, Deed Records of Klamath County, Oregon.

PARCEL TWO:

Lots 8 and 11, Block 4, SIXTH STREET ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL THREE:

Lots 34, 35, 36, 37, 38, 39 and the Easterly $12\frac{1}{2}$ feet of Lot 40 Block 4, SIXTH STREET ADDITION, to the City of Klamath Falls, Oregon according to the official plat thereof on file in the office of County Clerk, Klamath County, Oregon.

SAVING AND EXCEPTING from said Parcel 3 any portion thereof conveyed to State of Oregon, by and through its State Highway Commission by Deeds recorded March 28, 1942 in Volume 146, page 364 and April 3, 1942 in Volume 146, page 379 and February 1, 1945 in Volume 173 page 97.

PARCEL FOUR:

A portion of the $SW\frac{1}{2}SW\frac{1}{2}$ of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point 50 feet West and 330.31 feet North of the Southeast corner of $SW\frac{1}{2}SW\frac{1}{2}$, said point being on the North line of that certain parcel of land conveyed by Nassou Company, a corporation, to Great Northern Railway Company, dated September 28, 1928, recorded October 29, 1928 in Book 82, page 463, Deed Records of Klamath County, Oregon; thence North along a line parallel to and 50 feet West of the East line of the $SW\frac{1}{2}SW\frac{1}{2}$, 135 feet; thence West along a line parallel to the South line of the $SW\frac{1}{2}SW\frac{1}{2}$, 323 feet; thence South along a line parallel to the East line of the $SW\frac{1}{2}SW\frac{1}{2}$, 135 feet, more or less, to a point on the North line of the above described parcel of land conveyed to Great Northern Railway Company, thence East along said North line 323 feet, more or less to the point of beginning.

PARCEL FIVE:

A parcel of land situated in $E\frac{1}{2}N\frac{1}{2}S\frac{1}{2}SW\frac{1}{2}$ of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

PARCEL FIVE (continued)

Beginning at a point on the Eastern right of way line of Broadmore Street, said point also being the Southwest corner of the $E\frac{1}{2}N\frac{1}{2}S\frac{1}{2}$ $SW\frac{1}{2}SW\frac{1}{2}$ of Section Three, thence from said point North along the Eastern right of way line of Broadmore Street 333 feet more or less to a point, said point also being the Southwest corner of Lot 2, Block 4, WASHBURN PARK TRACT 1080, thence East along the South line of said Lot 2, Block 4, WASHBURN PARK TRACT 1080, a distance of 610 feet more or less to a point on the Western right of way line of the O.C. & E. Railroad; thence South along said railroad right of way line 195 feet more or less to a point, said point also being the Northeast corner of that tract of land described in Deed Volume 291 page 469, deeded to Lloyd A. Warner and Fern L. Warner, husband and wife, thence West along the North line of said parcel 323 feet more or less to a point being the Northwest corner of said parcel described in Deed Volume 291, page 469, thence South along the West line of said parcel 135 feet more or less to a point being the Southwest corner of that same parcel described in deed Volume 291, page 469, said point also lying on the South line of the $E\frac{1}{2}N\frac{1}{2}S\frac{1}{2}SW\frac{1}{2}SW\frac{1}{2}$, thence West from said point along said South line of the $E\frac{1}{2}N\frac{1}{2}S\frac{1}{2}SW\frac{1}{2}SW\frac{1}{2}$ 285 feet more or less to a point on the Eastern right of way line of Broadmore Street, said point also being the point of beginning of this description.

PARCEL SIX:

A tract of land located in the South one-half ($S\frac{1}{2}$) of the Southeast one-quarter ($SE\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of the Southwest one-quarter ($SW\frac{1}{4}$) of Section 3, Township 39 South, Range 9, East of the Willamette Meridian, and more particularly described as follows, to-wit:

Commencing at the Southwest (SW) corner of Section 3, Township 39 South, Range 9, East of the Willamette Meridian, Klamath County, Oregon; thence South $89^{\circ}33'35''$ East, 927.74 feet; thence North $00^{\circ}26'25''$ East, 30 feet to the true point of beginning thence North $00^{\circ}26'25''$ East, 269.68 feet; thence South $89^{\circ}37'05''$ East, 335.67 feet; thence North $00^{\circ}12'43''$ West, approximately 30 feet to a 5/8 inch iron pin and intersecting a line bearing North $89^{\circ}37'05''$ West; thence North $89^{\circ}37'05''$ West 608.97 feet to a 5/8 inch iron pin; thence South $00^{\circ}17'47''$ East, 299.63 feet to a 5/8 inch iron pin; thence South $89^{\circ}33'35''$ East, 269.65 feet more or less to the true point of beginning.

SAVING AND EXCEPTING unto the Great Northern Railway Co., a Minnesota corporation, its successors and assigns, the right to maintain and use the present railway tracks upon, over and across the above described property.

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ALSO EXCEPTING THEREFROM a reservation unto the Great Northern Railway Co., a Minnesota corporation, its successors and assigns forever, all iron, natural gas, coal, oil and all minerals of any nature whatsoever upon or in the lands above described together with the sole, exclusive and perpetual right to explore for, remove and dispose of the same by means or methods suitable to the Grantor, its successors and assigns, but without entering upon or using the surface of the lands above described, and in such manner as not to interfere with the use thereof by the Grantee, its successors and assigns.

GRANTOR LIST

AS TO PARCEL 1

Walter C. Badorek
Walter C. Badorek dba Badorek EnterprisesSharon Dawn Badorek by Walter C. Badorek
Sharon Dawn Badorek dba Badorek Enterprises
by Walter C. Badorek her attorney In Fact

AS TO PARCEL 2

Badorek Enterprises,

BY: Walter C. Badorek
Walter C. BadorekBY: Sharon Badorek
Sharon Badorek by
Walter C. Badorek her attorney In Fact

AS TO PARCEL 3

Champion Metal Co.,

BY: Walter C. Badorek
Walter C. Badorek, PresidentBY: Sharon Badorek
Sharon Badorek, Secretary by
Walter C. Badorek, Her Attorney
In Fact

Parcels: 4,5,6,

Walter C. Badorek
Walter C. BadorekSharon Badorek
Sharon Badorek also known as
Sharon D. Badorek by Walter C. Badorek
Her Attorney In Fact

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 30th day
of October A.D., 19 87 at 4:23 o'clock P M., and duly recorded in Vol. M87,
of Mortgages on Page 19725

FEE \$40.00

Evelyn Biehn, County Clerk
By Pat Smith