

THIS INDENTURE WITNESSETH: That TIMOTHY G. WAKEFIELD of the County of Klamath, State of Oregon, for and in consideration of the sum of Two Hundred Twenty-eight Thousand Four Hundred Thirty-nine and 74/100ths Dollars (\$228,439.74) to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto ROSE M. WAKEFIELD of the County of Deschutes, State of Oregon, the following described premises situated in Klamath County, State of Oregon, to-wit:

Parcel 1 Legal Description:

A portion of the SE 1/4 NE 1/4 of Section 36, Township 24 South, Range 8 East of the Willamette Meridian, and being more particularly described as follows:

Beginning at the East quarter corner of Section 36, Twp 24 South, Range 8 E. W.M.; thence West along the East-West centerline of Section 36, 227.1 feet to the Easterly right of way line of Dalles-California Highway; then North 25° 50' East 292 feet along said right of way; thence East 102.8 feet to East line of said Section 36; thence South 0° 39' West 264.3 feet to the point of beginning.

SUBJECT TO:

Reservations and restrictions as set forth in Deed recorded in Deed Vol. 23 at page 302; Agreement recorded Oct. 23, 1943, in Deed Vol. 159 at page 300, regarding right of way for the continued use and maintenance by the other truck roads, railroads and/or skid roads and telephone lines, said agreement was later modified by modification agreement recorded Feb. 29, 1952, in Vol. 253 at page 222; Reservations and restrictions as set forth in Deed recorded March 20, 1952, in Deed Vol. 253, page 525, together with all existing future of potential easement of access and all right of ingress, egress and regress to, from and between property conveyed and certain access right reserved Grantor; Indenture of access as set out in Deed Vol. 253, at page 525, as set out in Deed Vol. 285, page 232 and Vol. 286, page 229; Easements and rights of way of record or apparent on the land; Mortgage to United States of America, acting through the Farmers Home Administration, U. S. Department of Agriculture, recorded Mar. 1, 1967, in M-67, page 1431, which said Mortgage grantees hereby expressly assume and agree to pay according to the tenor thereof as same becomes payable.

Parcel 2 Legal Description:

A parcel of land situated in the SW 1/4 Section 25 T24S, R8E, WM, Klamath County, Oregon being more particularly described as follows:

Commencing at a 5/8 inch iron pin marking the northeast corner SE 1/4 SW 1/4 of said Section 25; thence S00° 07' 03" W along the east line said SE 1/4 SW 1/4 Section 25, 78.77 feet to the POINT OF BEGINNING for this description; thence continuing S00° 07' 03" W along said east line, 1241.76 feet to the southeast corner said SE 1/4 SW 1/4 Section 25; thence S89° 42' 20" W along the south line said SE 1/4 SW 1/4 Section 25, 675.44 feet; thence leaving said south line N00° 04' 25" E, 897.62 feet; thence N62° 49' 00" E, 760.85 feet to the point of beginning containing 16.59 acres more or less.

SUBJECT TO AND TOGETHER WITH:

An easement 30.00 feet in width for ingress and egress adjacent to and southerly of the northwesterly line of the above described property.

Parcel 3 Legal Description:

PARCEL I:

The NW 1/4 NW 1/4, SW 1/4 NW 1/4 and the NE 1/4 NW 1/4 of Section 20, Township 24 South, Range 7, East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM THE FOLLOWING:

Beginning at a point 600 feet west of the quarter corner between Section 17 and Section 20, thence South 110 feet; thence West 396 feet; thence North 110 feet; thence East 396 feet to the point of beginning, containing 1 acre more or less, in the NE quarter of the NW quarter (NE 1/4 of NW 1/4) of Section 20 in Township 24 South of Range 7 East of the Willamette Meridian in Klamath County, Oregon.

PARCEL II:

Beginning at a point 600 feet West of the quarter corner between Section 17 and Section 20, thence South 110 feet; thence West 396 feet; thence North 110 feet; thence East 396 feet to the point of beginning, containing 1 acre more or less, in the NE quarter of the NW quarter (NE 1/4 of NW 1/4) of Section 20 in Township 24 South of Range 7 East of the Willamette Meridian in Klamath County, Oregon.

Parcel 4 Legal Description:

The SE 1/4 SE 1/4 of Section 19, Township 24 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and the S 1/2 SW 1/4 NE 1/4, SE 1/4 NW 1/4 and the N 1/2 SE 1/4 of Section 20, Township 24 South, Range 7 East of the Willamette Meridian, EXCEPTING THEREFROM the following:

A parcel of land situated in the SW 1/4 NE 1/4 of Section 20, Township 24 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and more particularly described as follows:

Beginning at an iron post set as the Southeast corner of the NE 1/4 SW 1/4 NE 1/4 Section 20, running thence Westerly along the South line of the N 1/2 SW 1/4 NE 1/4 of said Section 20 a distance of 750 feet to an iron stake which is the true point of beginning; thence Southerly at right angles to the South line of said N 1/2 SW 1/4 NE 1/4 of said Section 20 a distance of 100 feet; thence Westerly parallel to said South line a distance of 182.20 feet; thence Northerly 100 feet to said South line; and thence Easterly along said South line a distance of 182.20 feet to the point of beginning.

Parcel 5 Legal Description:

The SW 1/4 of Section 31, Township 24 South, Range 9 E. W. M., together with lands in the SW 1/4 NW 1/4 of Section 31, Township 24 South, Range 9 E.W.M. and lands in the SE 1/4 NE 1/4 of Section 36, Township 24 South, Range 8 E.W.M. all in Klamath County, Oregon.

Parcel 6 Legal Description:

A tract of land situated in the SE 1/4 NE 1/4 of Section 36, Township 24 South, Range 8 E.W.M., and the SW 1/4 NW 1/4 of Section 31, Township 24 South, Range 9 E.W.M., Klamath County, Oregon, more particularly described as follows:

Beginning at the 1/4 corner common to said Section 36 and 31; thence N 00° 32' 26" East along the section line, 265.10 feet; thence N 89° 22' 07" W 102.72 feet to the southeasterly right of way line the Dalles-California Highway (100.00 feet from centerline, measured at right angles); thence N 25° 41' 25" E, along said right of way line, 55.20 feet; thence S 89° 22' 07" E, 496.76 feet; thence N 25° 41' 25" E, 408.60 feet to a point on the northerly line of County deed records; thence S 64° 18' 35" E, along said northerly line and its extension, 788.85 feet to a point on the east line of the SW 1/4 NW 1/4 of said Section 31; thence S 00° 13' 33" W, 343.03 feet to the CW 1/16 corner of said Section 31; thence N 89° 43' 26" W, 1307.10 feet to the point of beginning referenced to survey No. 3223, as recorded in the office of the Klamath County Surveyor;

SUBJECT TO:

An easement 60 feet in width being 30 feet, measured at right angles to, the following described centerline; Beginning at a point on the south line of the SW 1/4 NW 1/4 of said Section 31 from which the 1/4 corner common to said Sections 31 and 36 bears N 89° 43' 26" W, 330.00 feet; thence North 291.24 feet; thence along the arc of a curve to the left (central angle = 04° 10' 33" and radius = 300.00 feet) 21.86 feet to a point leaving the above described tract of land and

TOGETHER WITH:

The continuation of said easement, along the arc of said curve to the left (radius point bears S 85° 49' 27" W, 300.00 feet and central angle = 60° 08' 02") 314.86 feet; thence N 64° 18' 35" E, 157.18 feet to a point on the southeasterly right of way line of the Dalles-California Highway, at engineer's centerline Sta. 36 + 50, said point being 50.00 feet from the centerline of said Dalles-California Highway (Highway No. 97).

Together with the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining. To have and to hold the same with the appurtenances, unto the said * heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Two Hundred Twenty-eight Thousand Four Hundred Thirty-nine and 74/100ths Dollars (\$228,439.74) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

Attached as Exhibit "A"

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit: August 1, 1996.

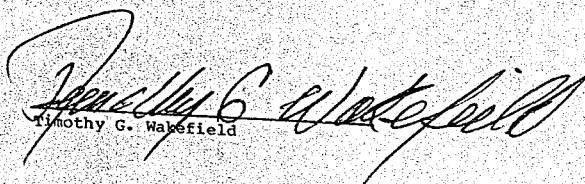
The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:

- (a) primarily for mortgagor's personal, family, household or agricultural purposes.

Now, if the sum of money due upon said instrument shall be paid according to the agreement therein expressed, this conveyance shall be void; but in case default shall be made in payment of the principal or interest or any part thereof as above provided, then the said ROSE MARIE WAKEFIELD and her legal representatives, or assigns may foreclose the Mortgage and sell the premises above described with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the said principal, interest and attorney's fees as provided in said note, together with the costs and charges of making such sale and the surplus, if there be any, pay over to the said TIMOTHY G. WAKEFIELD, his heirs or assigns.

Mortgagee shall not sell or transfer her interest herein without first obtaining the written consent of Mortgagor, which consent shall not be unreasonably withheld.

Witness my hand(s) this 10th day of June, 1988.



Timothy G. Wakefield

STATE OF OREGON

County of Daschutes : ss.

BE IT REMEMBERED, That on this 10 day of June, 1988, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named TIMOTHY G. WAKEFIELD known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.


Notary Public for OregonMy Commission Expires: 10/16/88

PROMISSORY NOTE

\$228,439.74

June 10th, 1988
~~April~~

I, the undersigned, promise to pay to the order of ROSE MARIE WAKEFIELD, of Redmond, Oregon, Two Hundred Twenty-eight Thousand Four Hundred Thirty-nine and 74/100ths Dollars (\$228,439.74) payable in installments of \$5,000.00 beginning August 1, 1989; \$10,000.00 on August 1, 1990; \$20,000.00 on August 1, 1991 and the remaining balance shall be paid in five (5) annual installments, commencing on August 1, 1992 and continuing on August 1st of each year thereafter until August 1, 1996. No interest shall accrue against the unpaid principal balance except that interest shall accrue against and on any unpaid annual installment at the rate of nine percent (9%) per annum, simple interest, commencing on the date each installment would be due and continuing until the installment amount is paid in full at which time the entire amount owing, including both principal and interest, shall be paid in full and this note shall be fully discharged.

If any installments under this note or any real property tax or public assessment is not paid when due and remains unpaid after a date specified by a notice sent by certified mail to the undersigned at his last known address, which date shall be not less than thirty (30) days from the date such notice is mailed, the entire principal amount outstanding hereunder and accrued interest thereon shall at once become due and payable at the option of the holder.

If this note is placed in the hands of an attorney for collection, we promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, if a suit or an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.


 Timothy G. Wakefield

1 & Only - PROMISSORY NOTE

Rel. to:
 BRYANT, EMERSON & FITCH

 ATTORNEYS AT LAW
 888 WEST EVERGREEN AVENUE
 P.O. BOX 457
 REDMOND, OREGON 97756-0103
 TELEPHONE (503) 548-2151

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Bryant, Emerson & Fitch the 8th day
 of July A.D., 19 88 at 2:46 o'clock P. M., and duly recorded in Vol. M88
 of Mortgages on Page 10728

FEE \$23.00

Evelyn Biehn County Clerk

By Carolee Muller