

24183

TRUST DEED

Vol. m90 Page 25599

THIS TRUST DEED, made this 14th day of November, 1990, between
BRENDAN CAPITAL CORP., an Oregon corporation,

as Grantor,
WRAY PARTNERSHIP, an Oregon general partnership, as Trustee, and
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:

See Exhibit "A" attached hereto and made a part hereof.

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 Two Million Three Hundred Twenty-four Thousand Seven Hundred Ninety-four 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, it not sooner paid, to be due and payable as provided therein xxx

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.

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 workmanlike 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 \$----- full value----- 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 the same are issued; 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 make such payment, beneficiary may, at its option, make payment therefor 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, of any of the parties heretofore 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 be 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 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 reconveyance, 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 thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals thereof, the person or persons 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, enter upon and take possession of said property 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 advertisement and sale, or may direct the trustee to foreclose this trust deed by remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written notice of default 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 sums secured by the trust deed. The default consists of a failure to pay, when due, entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the default, the person electing 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 said 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 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 696.505 to 696.585.

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

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:
(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-Ness 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 acknowledgement opposite.)

STATE OF OREGON,

County of _____

This instrument was acknowledged before me on _____, 19____, by _____

(SEAL)

Notary Public for Oregon

My commission expires: _____

STATE OF OREGON,

County of _____

This instrument was acknowledged before me on 28th Dec., 1990, by Michael B. Wray as President of Brendan Capital Corp.

Notary Public for Oregon

My commission expires: 8/29/91

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: _____, 19____.

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. 881-1)

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

Brendan Capital Corp.

Grantor

Wray Partnership

Beneficiary

AFTER RECORDING RETURN TO:

Richard N. Belcher
815 Washburn Way
Klamath Falls, OR 97603

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.

NAME

TITLE

By _____ Deputy

EXHIBIT "A"

All of the following described parcels of real property situate in Klamath County, Oregon:

Parcel 1:

The SE $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 22, Township 39 South, Range 9 East of the Willamette Meridian;

SAVING AND EXCEPTING therefrom the right of way of the Modoc Northern Railway and the F31 Lateral.

ALSO SAVING AND EXCEPTING all that portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ lying East of the railroad right of way.

ALSO SAVING AND EXCEPTING beginning at the intersection of the Westerly line of the Central Pacific Railway Co. right of way and the section line common to Sections 22 and 27, Township 39 South, Range 9 E.W.M., in Klamath County, Oregon, being 3444 feet, more or less, East of the section corner common to Sections 21, 22, 27 and 28 of said township and range; thence North 33°16' West 1636 feet, more or less, and parallel to the Central Pacific Railway Company right of way to the North line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 22; thence Westerly on the last said North line 98.02 feet to a point; thence South 33°16' East 1636 feet, more or less, and parallel to the right of way of the said Central Pacific Railway to the section line common to said Sections 22 and 27; thence Easterly along the section line common to said Sections 22 and 27, 98.02 feet, more or less, to the point of beginning, containing 3.00 acres, more or less.

ALSO SAVING AND EXCEPTING A tract of land located in the SW $\frac{1}{4}$ of aforesaid section, township and range, more particularly described as follows: Commencing at the Southwest corner of Section 22; thence South 88°35'22" East along the South boundary of Section 22, 1337.30 feet to a 5/8 inch iron pin; thence North 00°08'23" East 1329.11 feet to a 5/8 inch iron pin for the true point of beginning of this description; thence North 00°08'23" East 6.69 feet to a 5/8 inch iron pin at the Northwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22; thence South 88°54'32" East along the North boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, 1079.69 feet to a 5/8 inch iron pin located on the Southwesterly boundary of Spring Lake Road; thence South 33°32'11" East along said road boundary, 25.24 feet to a 5/8 inch iron pin; thence South 88°54'26" West along an existing fence line, 34.95 feet to a 5/8 inch iron pin; thence North 88°04'30" West along an existing fence line 1059.11 feet to the true point of beginning, containing 0.363 acre, more or less.

Parcel 2:

A tract of land situated in the NE $\frac{1}{4}$ of Section 25, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the North line of Henley Road, said point being North 00°11'20" East 30.00 feet and South 89°33'00" West 707.00 feet from the Southeast corner of the NE $\frac{1}{4}$ of said Section 25; thence South 89°33'00" West, along the North line of Henley Road, a distance of 1465.54 feet to a $\frac{1}{2}$ inch iron rod; thence North 00°39'00" East a distance of 563.83 feet to a $\frac{1}{2}$ inch iron rod on the Northwestern line of the A-4-B Lateral; thence North 51°28'00" East on said Northwestern line a distance of 739.12 feet; thence South 89°58'00" West a distance of 1062.98 feet to the West line of Section 25; thence North 00°14'07" East along said West line a distance of 269.82 feet to the Northwest corner of Section 25; thence South 89°44'02" East along the North line of Section 25 a distance of 1582.80 feet to the Southwesterly right of way line of the Burlington Northern Railroad; thence South 47°56'22" East, along said right of way line, a distance of 526.45 feet; thence South 01°55'00" West a distance of 922.42 feet to the point of beginning.

EXCEPTING THEREFROM that portion conveyed to the United States of America by deed dated April 26, 1933, recorded June 7, 1933, in Volume 101 at page 138, Deed records of Klamath County, Oregon.

AND FURTHER EXCEPTING the following described parcel: Commencing at the Northwest corner of Section 25; thence South 89°44'02" East on the North line of said Section 25, 1582.80 feet to a point on the Westerly right of way line of the Burlington Northern Railroad; thence South 47°56'22" East on said Westerly right of way line, 186.62 feet to the true point of beginning of this description; thence continuing along said Westerly right of way line South 47°56'22" East 339.83 feet; thence South 01°55'00" West, 922.42 feet to a point on the Northerly right of way line of Henley Road; thence South 89°33'00" West on said Northerly right of way line, 260.00 feet; thence North 01°55'00" East, 1152.26 feet to the point of beginning.

The S½SE¼ of Section 26, Township 39 South, Range 9 East of the Willamette Meridian, Oregon, EXCEPT the following parcels thereof, to wit:

PARCEL A:

That portion of said property conveyed by Frank D. Miles, a single man to P. J. Elliott, by Deed dated December 21, 1937, recorded December 22, 1937, in Volume 113 page 443, Deed records of Klamath County, Oregon, described as follows, to wit: Beginning at a point on the East boundary of said Section 26 from which the Southeast corner of said Section 26 bears South 1193.0 feet distant and running; thence South 89°49' West 100 feet; thence North 50.0 feet; thence South 89°49' West 2559.0 feet to the West boundary of the SE¼ of said Section 26; thence North 60.0 feet; thence North 89°49' East 2479.0 feet; thence South 64°50' East 88.5 feet; thence South 72.0 feet to the point of beginning.

PARCEL B:

Excepting also that portion of said property described as Parcel Four (Unit No. 11) in the United States of America, Plaintiff vs Charles E. Drew, et al., defendants, Civil No. 4253. In the District Court of the United States for the District of Oregon in Judgment of Declaration of Taking and Order Granting Possession, recorded March 11, 1949, in Volume 229 page 308, Deed records of Klamath County, Oregon, and also described in United States of America, Plaintiff vs Jack C. Hayes, et al., Defendants, Civil No. 4726. In the District Court of the United States for the District of Oregon in Order Fixing Value, Final Judgment in Condemnation and Order Disbursing Funds, recorded March 9, 1951, in Volume 246 page 73, Deed records of Klamath County, Oregon, and described as follows: to-wit: Beginning at a point in the Easterly boundary of the SE¼ of said Section 26, distant there along North 126.7 feet from the Southeast corner of said Section 26, said point being also distant North 165 feet from the center line of Lost River Diversion Channel Enlargement running thence from said point of beginning, South 89°58' West 2658.0 feet to a point in the Westerly boundary of the SE¼ of said Section 26, distant there along North 128.2 feet from the South Quarter corner of said Section 26, said point being also North 165 feet from said center line of Lost River Diversion Channel Enlargement; EXCEPTING THEREFROM all that portion thereof lying within the present boundaries of the right of way for Lost River Diversion Channel owned by the United States of America.

PARCEL C:

EXCEPTING ALSO that portion of said property conveyed to City of Klamath Falls, a municipal corporation of the State of Oregon by Deed dated February 15, 1955, recorded February 16, 1955, in Volume 272 page 328, Deed records of Klamath County, Oregon, described as follows:

Beginning at the Northwest corner of the SW¼SE¼ of Section 26, Township 39 South, Range 9 E.W.M., said corner being on the center line of the U.S.B.R. drainage canal; thence South 89°57'15" East along the centerline of said canal, a distance of 1026.63 feet to a point; thence South 88°29'45" West a distance of 1107.04 feet to an iron pin; said pin being on the Westerly one-quarter section line of the SE¼ of said Section 26; thence North 0°27'45" East along said one-quarter section line a distance of 406.77 feet to the point of beginning.

PARCEL D:

EXCEPTING ALSO that portion of said property conveyed to City of Klamath Falls, a municipal corporation of the State of Oregon by Deed dated September 16, 1955, recorded September 21, 1955 in Volume 277 page 468, Deed records of Klamath County, Oregon, described as follows, to-wit: Beginning at an iron pin on the West line of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 26, Township 39 South, Range 9 E.W.M., said pin being South 0°27'45" West a distance of 408.54 feet from the Northwest corner of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26, Township 39 South, Range 9 E.W.M.; thence North 68°29'45" East a distance of 1107.04 feet, to a point on the North line of the said SW $\frac{1}{4}$ SE $\frac{1}{4}$, said point being also the center line of the U.S.R.S. drainage ditch; thence South 89°57'15" East along said North line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 53.50 feet to a point; thence South 21°30'15" East a distance of 1312.11 feet to an iron pin; said pin being on the Northerly right of way line of the Lost River Diversion Canal and being within the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of said Section 26; thence North 89°49'09" West along said Northerly right of way line a distance of 1571.10 feet to an iron pipe, said pipe being on the West line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26; thence North 0°27'25" East along said West line a distance of 809.83 feet to the point of beginning.

Parcel 3:

The N $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26, Township 39 South, Range 9 East of the Willamette Meridian, BUT EXCEPTING THEREFROM the following parcels:

1. The Easterly 30 feet being the right of way of Homedale Road.
2. The tract deeded to the City of Klamath Falls in Deed Book 272 page 295.
3. The Bureau of Reclamation right of way for 1-C Drain a part of which is described in Deed Book M66 page 6438.
4. The right of way of Bureau of Reclamation Drain along the South Boundary of the property.
5. A parcel of land in the E $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at a 5/8 inch iron pin which is located North 89°52' West 30.00 feet from the East quarter corner of Section 26, and is also the intersection of the Homedale West right of way and the East-West center of Section 26, thence South 00°16' West 883.57 feet along the West right of way of Homedale Road to a 5/8 inch pin; thence West 421.54 feet to a 5/8 inch iron pin which is also the East right of way of 1-C Drain; thence North 00°25'45" West 326.91 feet along the East right of way of 1-C Drain to a 5/8 inch iron pin; thence North 19°48' West 593.20 feet along the East right of way to a 5/8 inch iron pin, which is also the intersection of the East right of way 1-C Drain and the East-West centerline of Section 26; thence South 89°52' East 629.05 feet along the East-West center line of Section 26 to the point of beginning.

Parcel 4A:

That certain portion of Lot 5 of 400 Subdivision in Section 35, Township 39 South, Range 9 E., W.M., Klamath County, Oregon, described as follows, to-wit:

Beginning at Southeast corner of Lot 4 in Subdivision 400 (according to the duly recorded plat thereof) thence South along the East line of Lot 5 of said Subdivision a distance of 143 feet; thence West a distance of 457 feet; thence due North a distance of 143 feet, more or less, to a point beginning on the North line of Lot 5 of said Subdivision; thence East along the North line of said Lot 5 a distance of 457 feet, more or less, to the place of beginning.

Parcel 4B:

That certain portion of Lot 5 of 400 Subdivision in Section 35, Township 39 South, Range 9 E., W.M., Klamath County, Oregon, described as follows, to-wit:

Beginning at Southeast corner of Lot 4 in Subdivision 400 (according to the duly recorded plat thereof) thence South along the East line of Lot 5 of said Subdivision a distance of 143 feet; thence West a distance of 925 feet, more or less, to the Northeast boundary of the Southern Pacific Railroad Company right of way; thence Northwesterly along the said Southern Pacific Railroad Company right of way a distance of 148 feet, more or less, to a point beginning the Northwest corner of Lot 5 of said Subdivision; thence East along the North line of said Lot 5 a distance of 935 feet to the place of beginning, EXCEPTING THEREFROM that certain portion of Lot 5 of 400 Subdivision in Section 35, Township 39 South, Range 9 E., W.M., Klamath County, Oregon, described as follows, to-wit: Beginning at Southeast corner of Lot 4 in Subdivision 400 (according to the duly recorded plat thereof) thence South along the East line of Lot 5 of said Subdivision a distance of 143 feet; thence West a distance of 457 feet; thence due North a distance of 143 feet, more or less, to a point being on the North line of Lot 5 of said Subdivision; thence East along the North line of said Lot 5 a distance of 457 feet, more or less, to the place of beginning. Together with an easement for road and utility purposes 30 feet in width along the North boundary of the above described Parcel One, running from the

West boundary of Homedale Road to Parcel Two. This easement is for the mutual benefit of Parcels One and Two and burdens Parcel One.

Parcel 4C:

Tract 4, in "400" Subdivision as the same appears on the records of the County Clerk of Klamath County, Oregon, excepting rights of way for drainage and/or irrigation ditches.

Parcel 5:

All of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 23, Township 39 South, Range 9 East of the Willamette Meridian, containing 40 acres more or less inclusive of the Government drain along the West boundary and the highway along the East boundary, LESS AND EXCEPTING the following part thereof:

Beginning at the point of intersection of the East boundary of the aforesaid NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 23 and the Southerly right of way boundary of the Great Northern Railway Co. right of way; thence South along said East boundary of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23 a distance of 66.0 feet; thence West, parallel with the South boundary of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23, a distance of 1320 feet, more or less to the West boundary thereof; thence North along said West boundary, 97 feet, more or less to the Northwest corner of said NW $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 23; thence East along the North boundary thereof 1285.2 feet to the Southerly right of way boundary of said Great Northern Railway Co. railroad; thence South 48°22' East along said right of way a distance of 46.6 feet more or less to the point of beginning; containing 2.94 acres more or less, inclusive of the government drain along the West boundary and the highway along the East boundary.

ALSO, less and excepting that triangular portion containing .26 acres deeded to the Great Northern Railway Co., described and recorded in Volume 95 page 475 deed records Klamath County, Oregon. Conveying also the right to convey irrigation waters over and across the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ in a ditch on the East side thereof.

Parcel 6:

Beginning at the Northeast corner of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34, Twp. 39 S. R. 9 E.W.M., thence South along the Section line 22.50 chains; thence Westerly at right angles with said Section line 20 chains; thence Northerly and parallel with the Section line aforesaid 22.50 chains, and thence Easterly 20 chains to the point of beginning, being the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and five acres off the North end of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 34, Twp. 39 S. R. 9 E.W.M., saving and excepting a ditch right of way over said property deeded to R. P. Breitenstein, by deed recorded in Book 55, at page 435, Deed records of Klamath County, Oregon.

ALSO, all that portion of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 34, Twp 39 South of Range 9 E.W.M., in Klamath County, Oregon, described as follows: Beginning at a point in the East line of said Section 34, 1725 feet North of the Southeast corner of said Section; thence North 88° West 1006.4 feet; thence through the arc of a 40° curve right 66.5 feet to a point bearing North 74°42' West 66.5 feet; thence North 61°23' West 202.5 feet; thence through the arc of a 40° curve right 143.8 feet to a point bearing North 32°38' West 140.6 feet; thence North 3°53' West 72.4 feet to a point in the West line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said section from which the quarter corner common to Sections 34 and 35, said Township and Range, bears North 66°28' East 1449 feet; thence North along the West line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 34, 400 feet more or less, to a point 165 feet South of the Northwest corner of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 34, thence East parallel with the North line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 34, 1320 feet, more or less, to the East line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 34; thence South 750 feet, more or less to the point of beginning. Less and excepting one-half of the County road along the side of the herein described tract, one-half of the right of way of the U.S.R.S. C-4 Canal, and a strip of land one rod wide off the East side of the herein describe tract heretofore deeded to the Klamath Irrigation District.

Parcel 7:

NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34, Township 39 South, Range 9 East of the Willamette Meridian, LESS a portion heretofore conveyed to the United States of America and Less the Southerly 46 feet of the property herein conveyed and also except any portion lying within Spring Lake Road; ALSO

SAVING AND EXCEPTING the following: Commencing at the Northwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence South, along the West boundary of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, 1164.70 feet to the true point of beginning; thence South, 130 feet, more or less, to a point 23.00 feet North of the Southwest corner of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section; thence East, parallel to the South boundary of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ 770.2 feet; thence North, 130.00 feet; thence West 770.2 feet to the true point of beginning. EXCEPTING therefrom, that part of the above described tract lying within Spring Lake County Road.

Parcel 8:

25608

N1/2 SW1/4 Section 16, Twp 39S, Rge E.W.M.. Also described as Klamath County Assessor's 1988 Tax Lot No. 3909-01600-00600, 75.70 acres. A portion of SW1/4 NE1/4 lying northeasterly of the USBR Lost River Diversion Canal. Also described as Klamath County Assessor's 1988 Tax Lot N. 3909-02100-01200. 17.97 acres.

Parcel 9:

The NW1/4SE1/4 and the NE1/4SW1/4 of Section 27, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THOSE portions used for County Road purposes.

Parcel 10:

All of the SW1/4 of the NE1/4 of Section 23, Twp. 39 S. R. 9 E.W.M. Klamath County, Oregon, excepting therefrom that portion containing 3.56 acres, more or less deeded to the Great Northern Railway Company described and recorded in Vol. 95 on page 475, deed records of Klamath County, Oregon.

Also a part of the NW1/4SE1/4 of Section 23, Twp. 39 S. R. 9 E. W. M., in Klamath County, Oregon, more particularly described as follows:

Beginning at the point of intersection of the East boundary of the aforesaid NW1/4 of SE1/4 Section 23 and the Southerly right of way boundary of the Great Northern Railway Company railroad; thence South along said East boundary of the said NW1/4SE1/4 of said Section 23, a distance of 66.0 feet; thence West parallel with the South boundary of said NW1/4SE1/4 of said Section 23 a distance of 1320.0 feet more or less to the East boundary there; thence North along said West boundary 97.0 feet more or less to the Northwest corner of said NW1/4 SE1/4 Sec.23; thence East along the North boundary of same 1285.2 feet to the Southerly right of way boundary of the aforesaid Great Northern Railway Company railroad; thence South 48°22' E. along same, a distance of 46.6 feet more or less, to the point of beginning

Parcel 11:

25609

All that portion of land lying North of drain ditch in the Northeast corner of Lot 2 in Section 23, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 12a:

The SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 23, Township 39 South, Range 9 East of the Willamette Meridian.

Parcel

Beginning at the Southwest corner of Section 24, Township 39 South, Range 9 East, Willamette Meridian; thence, East along the South line of said Section 24, 1582.80 feet to a point on the Southwesterly right of way of the Great Northern Railway Company, N. 48°13'28" W. along said right of way 1,767.06 feet to a point on the Southerly right of way of a drain ditch, S. 57°33'07" W. along said right of way of the drain ditch, 321.55 feet to a point on the West line of said Section 24, and S. 0°21'44" E. 1004.74 feet to the point of beginning.

Parcel 12b:

The NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 26, Township 39 South, Range 9 East of the Willamette Meridian.
SAVING AND EXCEPTING those portions conveyed to the United States of America by Deed recorded July 10, 1916, in Volume 45, page 626, Deed records of Klamath County, Oregon.

Parcel 13:

A tract of land situated in the N $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 25, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Commencing at the Northwest corner of said Section 25; thence S. 89°44'02" E. on the North line of said Section 25, 1582.80 feet to a point on the Westerly right of way line of the Burlington Northern Railroad; thence S. 47°56'22" E. on said Westerly right of way line, 186.62 feet to the true point of beginning of this description; thence continuing along said Westerly right of way line S. 47°56'22" E. 339.83 feet; thence S. 01°55'00" W., 922.42 feet to a point on the Northerly right of way line of Henley Road; thence S. 89°33'00" W. on said Northerly right of way line, 260.00 feet; thence N. 01°55'00" E, 1152.26 feet to the point of beginning.
EXCEPTING THEREFROM that portion conveyed to the United States of America by Deed dated April 26, 1933, recorded June 7, 1933 in Volume 101 page 138, Deed records of Klamath County, Oregon.

25610

Parcel 14:

A tract of land in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 25 Township 39 South, Range 9 E.W.M., more particularly described as follows: Commencing at the Southeast corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 25; thence South 89°33' West on centerline of Henley Road 2172.58 feet; thence North 0°39' East 30.01 to the point of beginning; thence North 0°39' East 563.83 feet to an iron pipe on the Northwesterly boundary of the A-4-B Lateral; thence North 51°28' East on said Lateral 739.12 feet; thence South 89°58' West 1062.75 feet, more or less, to the West boundary of Section 25; thence South 0°20' West along West boundary of Section 25, 1027.46 feet to the North boundary of Henley Road; thence North 89°33' East along said road 484.17 feet, more or less, to the point of beginning.

Parcel 15:

All that portion of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 25, Township 39 South, Range 9 East of the Willamette Meridian, described as follows: Beginning at the Northeast Corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of said Section 25, thence South 89°57' West 260 feet; thence South 128 feet; thence North 89°57' East 260 feet to the East line of Section 25; thence North along the section line 128 feet to the point of beginning. SAVING AND EXCEPTING a strip of land 50 feet wide along the East side heretofore conveyed for highway purposes.

Parcel 16:

A parcel of land situated in the most Northeasterly corner of that property described in Deed Volume M-66 on page 3136, all of which is in Lot 2 of Section 26, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:
Beginning at a point on the East line of Lot 2, 660 feet North of the Southeast corner of said Lot 2, thence West, 520.00 feet, along the North line of said parcel; thence South, 210.00 feet, parallel to the East line of said Lot 2; thence East 520.00 feet, parallel to the North line of said parcel, to the East line of Lot 2, thence North, 210.00 feet, along the East line of Lot 2 to the place of beginning.

Parcel 17:

All that portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ lying East of Nylander Drain, in Section 8, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 18:

25611

All of Tract 18 of 400 Subdivision, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

EXCEPT any portion thereof in ditches and canals;

EXCEPT ALSO any portion thereof included in the railroad right of way;

EXCEPT ALSO any portion included in the road along the North line of said Tract 18.

Parcel 19:

Tract 3 of "400 Subdivision", lying in the NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 35 Township 39 South, Range 9 East of the Willamette Meridian, SAVE AND EXCEPT drainage canal right of way conveyed to the United States of America, by deed recorded in Volume 105 page 607, Deed records of Klamath County, Oregon, ALSO SAVING AND EXCEPTING the following:

Beginning at an iron pin which is West 843.0 feet and South 23.0 feet from the East quarter corner of said Section 35, said point being on the South boundary line of the grade farm road; thence East along said South boundary line, 75 feet; thence South 75 feet; thence West to a point on the Easterly right of way line of the Klamath Irrigation District Drain ditch, thence Northwesterly along said Easterly right of way line to a point on the South boundary line of said farm road; thence East along said South boundary line to the point of beginning.

Parcel 20:

The Northwest one-quarter, Southwest one-quarter and Southwest one-quarter Southwest one-quarter lying North of the USBR Drain No. 1 and Southwesterly of Southern Pacific Railroad of Section 26, Township 39 South, Range 9 East of the Willamette Meridian and that portion of Southeast one-quarter Southeast one-quarter lying North of the USBR Drain No. 1 in Section 27, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

Parcel 21:

A tract of land in Lot 2, Section 26, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southeast corner of said Lot 2; thence North along the East line of said Lot 2, 660 feet to a point; thence West 1155 feet, more or less, to the East line of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 26; thence South along said East line 660 feet to the South line of said Lot 2, thence East along the South line of said Lot 2, 1155 feet, more or less, to the point of beginning.

EXCEPTING therefrom a parcel of land situated in the most Northeasterly corner of that property described in Deed Volume M-66 at page 3136, all of which is in Lot 2 of Section 26, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows: Beginning at a point on the East line of Lot 2, 660 feet North of the Southeast corner of said Lot 2; thence West 520.00 feet, along the North line of said parcel; thence South 210.00 feet, parallel to the East line of said Lot 2; thence East 520.00 feet, parallel to the North line of said parcel, to the East line of Lot 2; thence North 210.00 feet, along the East line of Lot 2 to the place of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 28th day
of Dec. A.D., 19 90 at 3:40 o'clock PM., and duly recorded in Vol. M90
of Mortgages on Page 25599

FEE \$68.00

Evelyn Biehn - County Clerk

By Pauline M. Neilsen