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39847

TRUST DEED

Volm 92 Page 917



THIS TRUST DEED, made this 27th day of DECEMBER, 1991, between
EDWIN J. CLOUGH, III, AKA E.J. CLOUGH, III, AKA EDWIN J. CLOUGH

as Grantor, ASPEN TITLE & ESCROW, INC., as Trustee, and

ELDA F. CLOUGH
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 LEGAL DESCRIPTION MARKED EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE
MADE A PART HEREOF AS THOUGH FULLY SET FORTH HEREIN.....

THE BENEFICIARY WILL CAUSE TO BE ISSUED FROM THE LIEN OR CHARGE HEREOF A PARTIAL
RECONVEYANCE OF ANY PARCEL OR PARCELS SET OUT ON EXHIBIT "A" HEREOF, UPON PAYMENT
OF A SUM AS AGREED UPON BY GRANTOR AND BENEFICIARY AT THE TIME OF REQUEST FOR THE
PARTIAL RECONVEYANCE.

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 the total outstanding balance owing at any one time under the Line of Credit Instrument
Agreement & Promissory Note (including interest and other fees as provided) shall not exceed
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 MATURITY OF NOTE \$120,000.00, that sum is referred
to as the credit limit.

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 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 listing time in the
proper public office or offices, as well as the cost of all lien searches made
by listing 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 \$ INSURABLE 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 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 in place 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 all 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 property charged
hereof; (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 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 per hour.
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
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 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
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 by depositing with the trustee the sum of the deficiency, or the
amount 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
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
obligation or trust deed. In any case, in addition to curing the default or
obligation, 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 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

EXCEPT AS SET FORTH ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.....

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

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
(a)* primarily for grantor's personal, family 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-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

EDWIN J. CLOUGH, III

STATE OF OREGON, County of KLANATH

This instrument was acknowledged before me on January 8, 1992, by EDWIN J. CLOUGH, III

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

by _____,

as _____,

of _____

W. Darlene L. Addington
Notary Public for Oregon
My commission expires 3-22-93

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)

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

Grantor

Beneficiary

AFTER RECORDING RETURN TO

Aspen Title
Attn: Collection Dept.

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of _____ ss.

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/real/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"

PARCEL A

Lot 23, Block 19, SECOND RAILROAD ADDITION, and that portion of the NW 1/4 SW 1/4 of Section 33, Township 38 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a point 1136.5 feet South of the Southwest corner of Block 11 in Railroad Addition to the City of Klamath Falls, Oregon; thence East 150 feet to the right of way of the California Northeastern Railroad; thence South 150 feet to the North side of the County Road; thence North 55 degrees West, along said County Road 183 feet; thence North 45 feet to the place of beginning.

PLUS that portion of vacated South 6th Street more particularly described as follows:

Beginning at a point where the East line of Spring Street in the City of Klamath Falls, Klamath County, Oregon, intersects the Northerly line of South 6th Street; thence along the East line of Spring Street extended, Southerly to a point on the center line of South 6th Street, which line lies 30 feet Southerly, when measured at right angles, to the Northerly line of South 6th Street; thence Southeasterly and parallel to the Northerly line of South 6th Street to a point where it intersects the East line of Block 19, Second Railroad Addition extended; thence North along said extended East line of said Block 19 to the Northerly line of South 6th Street; thence Northwesterly along the Northerly line of South 6th Street to the point of beginning.

CODE 1 MAP 3809-33CB TAX LOT 400

PARCEL B

LOT 18 EXCEPT AND EXCLUDING the North 1.51 feet, and Lots 19, 20 and 21, Block 18, SECOND RAILROAD ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33 CB TAX LOT 600

PARCEL C

A tract of land situated in the NW 1/4 of the NW 1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a point that is East a distance of 30 feet and North 0 degrees 34' West a distance of 398 feet from the Southwest corner of the NW 1/4 of the NW 1/4, said point being the Southwest corner of said parcel in Book M-73 at Page 10206; thence East along the South line of said parcel 300 feet, being the Southeast corner of said Deed and the true point of beginning; thence continuing East 322.30 feet; thence North 0 degrees 34' West 350 feet; thence West 322.30 feet to the Northeast corner of said parcel in Book M-73 at page 10206; thence Southerly along the Easterly line of said parcel 350 feet, more or less to the point of beginning.

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EXCEPTING THEREFROM that portion granted to RBO properties in Book M-82 at Page 6140. ALSO EXCEPTING THEREFROM that portion awarded to Charles W. Pickett, et al., by Judgment filed May 2, 1984 in Klamath County Circuit Court Case #82-144. ALSO EXCEPTING THEREFROM that portion conveyed to Bear Cat, Inc., in Deed recorded January 26, 1988 in Book M-88 at Page 1235.

CODE 41 MAP 3909-1088 TAX LOT 500

PARCEL D

A tract of land in the NW 1/4 of the NW 1/4 of Section 10, 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 Southwest corner of the NW 1/4 of the NW 1/4 of Section 10; thence Northerly, along the division line between Sections 9 and 10 a distance of 398.0 feet to a point; thence South 89 degrees 33' 15" East a distance of 62.53 feet, more or less, to the East boundary line of Washburn Way, being the true place of beginning; thence Northerly along the East boundary line of Washburn Way a distance of 350.0 feet; thence South 89 degrees 33' 15" East a distance of 300.0 feet; thence Southerly along a line parallel to the East boundary of Washburn Way a distance of 350.0 feet; thence North 89 degrees 33' 15" West a distance of 300.0 feet to the point of beginning, as shown on Survey by Dortch-Gresdel and Associates, filed in the office of the Klamath County Surveyor on November 7, 1975, as recorded Survey No. 2182.

SAVING AND EXCEPTING THEREFROM the South 190 feet thereof.

CODE 41 MAP 3909-1088 TAX LOT 300

PARCEL E

PARCEL 1: All that portion of Lot 70, ENTERPRISE TRACTS, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point in the Southerly line of Sixth Street, at its intersection with a North and South line 390.0 feet West of the East line of Lot 70; thence South 184.0 feet and West 17.5 feet to the true point of beginning; thence West 109.7 feet; thence South 172.5 feet; thence East 109.7 feet; thence North 172.5 feet, more or less to the true point of beginning.

PARCEL 2: A strip of land across Lot 70, ENTERPRISE TRACTS, in the County of Klamath, State of Oregon, 17 feet wide, being 8.5 feet on each side of the center line of the spur track now constructed thereon, said center line being described as follows:

Beginning at a point in the Northerly line of the right of way of the Oregon, California and Eastern Railway Company 417.5 feet West of the East line of Lot 70; thence on an 11 degree 30' curve to the right, a distance of 356 feet Northwesterly to a point 525.7 feet West of the East line of Lot 70; thence North parallel to the East line of Lot 70 a distance of 467 feet to a point 8.5 feet West of the Northwest corner of Parcel 1 hereinabove described.

CODE 1 MAP 3909-4AA TAX LOT 6200

PARCEL F

PARCEL 1: All of Lots 5 and 6, and those portions of Lots 2, 3, 4, 7, 8 and 9, lying Southwesterly of State Highway 97 in Block 3, CHELSEA ADDITION TO THE CITY OF KLAMATH FALLS, according to Plat filed December 11, 1929 in Book 16, Sheet 11 thereof on file in the office of the County Recorder, in the County of Klamath, State of Oregon, ALSO all of closed Pelican Street lying between Block 3 and Block 4 of said Chelsea Addition and lying Southwesterly of State Highway 97, and that portion of closed Lindberg Street lying between Blocks 4 and 5 of said Chelsea Addition; ALSO all of Lots 1 to 12 inclusive in Block 4 of said Chelsea Addition, and all of the Easterly 50 feet of Lots 7 to 12 inclusive in Block 5 of said Chelsea Addition.

PARCEL 2: All that portion of the N 1/2 of vacated Nungesser Avenue in CHELSEA ADDITION TO THE CITY OF KLAMATH FALLS, lying between the Southwesterly right of way line of the Dalles-California Highway and a line 50 feet West of and parallel with the East line of Block 5 in said Chelsea Addition, extended Southerly, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-19AA TAX LOT 1100
CODE 1 MAP 3809-19AA TAX LOT 1401
CODE 1 MAP 3809-19AA TAX LOT 1501

PARCEL G

Those portions of Lots 3 through 10, Block 11, CHELSEA ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, to wit:

Beginning at the Southeast corner of said Block 11; thence South 89 degrees 51' 00" West, along the South line of said block, 125.00 feet to a point; thence North 16 degrees 16' 14" West, 90.67 feet; thence North 05 degrees 32' 20" West, 113.31 feet to a point on the North line of Lot 3 of said Block 11; thence North 89 degrees 53' 45" East, along the North line of said Lot 3, a distance of 28.58 feet to the Westerly right of way of the Dalles-California Highway; thence South 38 degrees 59' 16" East, along said right of way line, 211.12 feet to the East line of said Block 11; thence South 00 degrees 06' 00" West, along said East line of Block 11, a distance of 35.45 feet to the point of beginning.

CODE 1 MAP 3809-19AA TAX LOT 1801
CODE 1 MAP 3809-19AA TAX LOT 1901
CODE 1 MAP 3809-19AA TAX LOT 2000

PARCEL H

A parcel of land, being a portion of the NE 1/4 SE 1/4 of Section 7, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a point on the East and West center line of Section 7, Township 39 South, Range 9 East of the Willamette Meridian, said point being approximately 833.6 feet West of the quarter

common to Sections 7 and 8; thence West along said center line of Section 7 a distance of 257.0 feet; thence South 77 degrees 23' West a distance of 152.8 feet to a point on the East line of a county road; thence South 0 degrees 14' West along said county road a distance of 1062.7 feet to a point on the Westerly right of way line of the Klamath Falls Weed Highway opposite and 50 feet distance from the center line of said highway at engineer's center line station 26 + 74; thence along said right of way line on a 4825 foot radius curve right (the long chord of which bears North 26 degrees 24' East 1008.9 feet) a distance of 1011.0 feet; thence on a 141.0 foot radius curve left (the long chord of which bears North 11 degrees 35 1/2' West) a distance of 215 feet to the distance of 215.5 feet to the point of beginning.

EXCEPT THEREFROM that property described in that deed to the State of Oregon by and through its State Highway Commission, recorded in Book 107 at Page 285, Klamath County Deed Records and FURTHER EXCEPTING THEREFROM that property conveyed by that certain Final Judgment, dated June 19, 1958 and filed in the Circuit Court of the State of Oregon, for the County of Klamath, wherein the State of Oregon, by and through its State Highway Commission was the Plaintiff and Hazel N. Gass et al., were the portion described in that deed to the State of Oregon, by and through its State Highway Commission, recorded in Book M-68 at Page 8049, Microfilm Records of Klamath County, Oregon.

CODE 4 MAP 3909-700 TAX LOT 1600

PARCEL I

Lots 3, 4, 5 and 6, Block 3, BLY, in the County of Klamath, State of Oregon

CODE 58 MAP 3714-3AA TAX LOT 1900

CODE 58 MAP 3714-3AA TAX LOT 2000

CODE 58 MAP 3714-3AA TAX LOT 2100

PARCEL J

A parcel of land situated in Lots 3, 4 and 5, Block 2, HOMELAND TRACTS, in the NW 1/4 SW 1/4 Section 1, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Parcel 1 of Minor Land Partition 41-91 filed for Record in the office of Klamath County Clerk on August 22, 1991.

CODE 43 MAP 3909-1CB TAX LOT 2500

CODE 43 MAP 3909-1CB TAX LOT 2600

PARCEL K

A parcel of land situated in Lot 7, Section 4, Township 35 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Commencing at the Southeast corner of said Lot 7; thence North along the East line of Lot 7 a distance of 237.17 feet to a point on the Northwesterly right of way line of the Chiloquin Market Road, said point being the true point of beginning; thence South 46 degrees 04' 29" West, 170.39 feet along said Northwesterly right of way line to its intersection with the Easterly right of way line of The Dalles-California Highway No. 97; thence North 04 degrees 36' 00" East, 188.50 feet along said

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Easterly right of way line; thence North 85 degrees 24' 00" West, 10.00 feet along said right of way line; thence North 04 degrees 36' 00" East, 88.58 feet along said right of way line; thence East, 110.47 feet to a point on the East line of said Lot 7; thence South 158.79 feet, more or less along said East line to the true point of beginning.

EXCEPTING THEREFROM that portion conveyed to the State of Oregon, by and through its Department of Transportation, Highway Division in Warranty Deed recorded April 9, 1990 in Book M-90 at page 6508, and by Quitclaim Deed recorded April 9, 1990 in Book M-90 at Page 6510.

CODE 118 MAP 3507-4A0 TAX LOT 1500

PARCEL M

All of Lots 4, 5 and 6, and those portions of Lots 3, 7, 8, 9 and 10 lying Westerly of the West right of way line of Highway 97, in Block 11, CHELSEA ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, TOGETHER WITH that portion of the East half of vacated Chelsea Street adjacent to said Lots 3, 4, 5 and 6, said Parcel being all in Block 11 of Chelsea Addition to the City of Klamath Falls, lying Westerly of the West right of way line of Highway 97.

LESS AND EXCEPT:

Those portions of Lots 3 through 10, Block 11, CHELSEA ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, to wit:

Beginning at the Southeast corner of said Block 11; thence South 89 degrees 51' 00" West along the South line of said Block, 125.00 feet to a point; thence North 16 degrees 16' 14" West, 90.67 feet; thence North 05 degrees 32' 20" West, 113.31 feet to a point on the North line of Lot 3 of said Block 11; thence North 89 degrees 53' 45" East, along the North line of said Lot 3, a distance of 28.58 feet to the Westerly right of way of the Dalles-California Highway; thence South 38 degrees 59' 16" East, along said right of way line, 211.12 feet to the East line of said Block 11; thence South 00 degrees 06' 00" West, along said East line of Block 11, a distance of 35.45 feet to the point of beginning.

CODE 1 MAP 3809-19AA TAX LOT 1800

CODE 1 MAP 3809-19AA TAX LOT 1900

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[Signature]

Trust Deed dated January 8, 1988 and recorded February 2, 1988 in Book M-88, Page 1542, in favor of South Valley State Bank.

THE ABOVE ENCUMBRANCES AFFECTS PARCEL "A"

Mortgage dated June 26, 1986 and recorded July 3, 1986 in Book M-86, Page 11760, and re-recorded July 8, 1986 in Book M-86, Page 11989 in favor of E. J. Clough, Jr. and Elda F. Clough.

THE ABOVE ENCUMBRANCE AFFECTS PARCEL "B"

Trust Deed dated January 8, 1988 and recorded February 2, 1988 in Book M-88, Page 1539, in favor of South Valley State Bank.

THE ABOVE ENCUMBRANCES AFFECTS PARCELS "C" AND "D"

City Lien of the City of Klamath Falls for Sewer,
Improvement No. 52, Card No. 298.

THE ABOVE ENCUMBRANCES AFFECTS PARCEL "F"

City Liens of the City of Klamath Falls for sewer,
Improvement No. 52, Card 3 and Improvement No. 52, Card 4 and
Improvement No. 52, Card 5

THE ABOVE ENCUMBRANCES AFFECTS PARCEL "G"

Trust Deed dated April 14, 1988 and recorded April 27, 1988 in Book M-88, Page 6641, in favor of Mitchell Bros. Terminal Co., the beneficial interest therein was assigned to O.J. & B.D. Investments, as Oregon General Partnership, and

THE 2004E ECONOMICALLY VULNERABLE GROUPS ...

IN BODY N-801, PAGE 1082F, IN PARAGRAPH 1, LINE 1, THE
 WORDS "JUNE 9, 1960" SHOULD BE DELETED. *✓*

THE GREAT ENCLOSURE AREA BY THE WAY

6606900 432 15 1988 10 3706 2-78 6000 3042

~~EST~~

recorded May 12, 1988 in Book M-88, Page 7445.

THE ABOVE ENCUMBRANCE AFFECTS PARCEL "H"

Mortgage dated June 6, 1990 and recorded June 6, 1990 in Book M-90, Page 10951, in favor of Mercedes Sperling.

THE ABOVE ENCUMBRANCE AFFECTS PARCEL "I"

Trust Deed dated February 28, 1990, and recorded February 28, 1990 in Book M-90, Page 3906, in favor of Gertrude E. Riker.

THE ABOVE ENCUMBRANCE AFFECTS PARCEL "K"

STATE OF OREGON: COUNTY OF KLAMATH: SS.

Filed for record at request of Aspen Title Co. the 15th day
of Jan. A.D. 19 92 at 3:37 o'clock P M., and duly recorded in Vol. M92,
of Mortgages on Page 917.

Evelyn Biehn • County Clerk

By Pauline Mullendore

FEE \$48.00

THE ABOVE ENCLOSURES REFLECT ENDS OF 17 AND 18.

[illegible]

1988 IN BOOK W-38' 1989 332' IN BOOK OF 2011 441-A 1989
1989 332' IN BOOK OF 2011 441-A 1989
1989 332' IN BOOK OF 2011 441-A 1989
1989 332' IN BOOK OF 2011 441-A 1989

4-30-6000 11050 10 19A01 01 11-27 11050 11050 11050

[illegible]

100-443886-1100

THE ABOVE EMPLOYMENT OFFER IS SUBJECT TO:

STATION:
N-80' 6700 11800 IN 1940 OF E-3 STATION 3' 300 11800
POCK N-80' 6700 11800 AND 16-18600999 301 3' 1899 11800
HOLDING 9999 300 30' 1899 300 18600999 301A 3' 1899 11

SECRET

THE ABOVE INFORMATION REFLECTS SOURCE'S

IN BOOK N-80' 1965 1243' IN 17101 OF 20000 18116 21 1968
1141 0509 9410 19001A-8' 1288 009 100000 140000 1968
CNUX

1988 IN BOOK 4-98' PAGE 432' IN TRACT OF 20114 AC. OF LAND
 1988 IN BOOK 4-98' PAGE 432' IN TRACT OF 20114 AC. OF LAND
 1988 IN BOOK 4-98' PAGE 432' IN TRACT OF 20114 AC. OF LAND

0-89 6000 17080 IN 4500 OF 1 37 CLOSER 11 200 100 0
0000 0-89 6000 17080 IN 4500 OF 1 37 CLOSER 11 200 100 0

[illegible]

EXHIBIT 100

350