

65258

07-28-93A09:06 RCVD

Vol. m93 Page 18344

ORIGINAL

AFTER RECORDING RETURN TO:

Bank of America National Trust
and Savings Association
6485 N. Palm Avenue
Suite 101
Fresno, CA 93704
Attn: Raymond A. Bravo

mtc 29240-KR

DEED OF TRUST AND ASSIGNMENT OF RENTS

Dated: July 23, 1993

Grantor: Arie deJong
Trustee: Mountain Title Company of Klamath County
Beneficiary: Bank of America National Trust and Savings
Association, a national banking corporation

ADDITIONAL STATUTORY NOTICES:

A. The address of the entity holding a lien or other
interest created by this instrument is:

Bank of America National Trust and Savings
Association, a national banking corporation
6485 N. Palm Avenue
Suite 101
Fresno, CA 93704

B. The tax account numbers for the property subject to the
lien or in which the interest is created are:

3911-09DA-1500
3911-09DA-1600
3911-09DA-1800
3911-00000-2600
3911-00000-2800

C. Type of transaction: Creation of deed of trust lien
and security interests encumbering the properties described
herein.

Submitted for Recordation
By and Return to



Bank of America Oregon

Office: Bank of America National Trust and Savings Association
Address: 6485 N. Palm Avenue
Suite 101
Fresno, CA 93704
Attn: Raymond A. Bravo

Space Above This Line for Recorder's Use

Deed of Trust and Assignment of Rents

This Deed of Trust and Assignment of Rents, made this 29th day of July, 1993
between Arie deJong, as GRANTOR ("Grantor" to be interpreted as "Grantors" where
context requires), **, as TRUSTEE, and ~~Bank of America Oregon~~ as BENEFICIARY, as agent
for itself and for any other subsidiary or affiliate of BankAmerica Corporation which has extended or may hereafter
extend credit to the Grantor (the "Lending Banks").

WITNESSETH: That Grantor irrevocably conveys, grants, transfers and assigns to Trustee, in trust, with power of
sale, the following described property situate in the City of Bonanza County of
Klamath, State of Oregon, to-wit:

SEE ATTACHED EXHIBIT "A"

including, but not limited to, all buildings and improvements thereon, all appurtenances and easements used in
connection therewith, all water and water rights (whether riparian, appropriative, or otherwise, and whether or not
appurtenant) used in connection therewith, all shares of stock evidencing the same, pumping stations, engines,
machinery, pipes and ditches, including also all gas, electric, cooking, heating, cooling, air conditioning,
refrigeration and plumbing fixtures and equipment which have been or may hereafter be attached in any manner to any
building now or hereafter on the said property, or to the said property, and also the rents, issues and profits
thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon the Beneficiary to
collect and apply such rents, issues and profits. This deed of trust constitutes a financing statement filed as a
fixture filing covering any property which now is or later may become fixture attached to the real property covered by
this Deed of Trust.

FOR THE PURPOSE OF SECURING:

herewith (1) Payment of the sum of \$ with interest thereon according to the terms of a "promissory note" of even date
~~made by Grantor, payable to the order of the~~ Beneficiary, and extensions, modifications or renewals thereof; (2) payment of any and all obligations and
liabilities, whatsoever, whether primary, secondary, direct, indirect, fixed or contingent, which are now due or may
hereafter become due from Grantor (or any of them or any successor in interest to Grantor or any of them) to
Beneficiary or to any Lending Bank, whether created directly or acquired by assignment if the document evidencing any
such other obligation or liability or any other writing signed by Grantor (or any of them or any successor in interest
to Grantor or any of them) specifically provides that said obligation is secured by this deed of trust; (3) performance
of each agreement of Grantor herein contained; and (4) payment of all sums to be made by Grantor pursuant to the terms
hereof. The interest rate, payment terms, and balance due with respect to the indebtedness secured hereby may be
indexed, adjusted, renewed, or renegotiated in accordance with the terms of the note(s) or other agreements evidencing
such indebtedness or any extensions, modifications or renewals of such notes or agreements.

N-131/OR (3/91)

- 1 -

OR-Temp0834

**Mountain Title Company of Klamath County
***Bank of America National Trust and Savings Association

TO PROTECT THE PROPERTY AND SECURITY GRANTED BY THIS DEED OF TRUST, GRANTOR AGREES:

(a) Properly to care for and keep said property and buildings and improvements situate thereon in good condition and repair; to underpin and support, when necessary, any building or other improvement situate thereon, and otherwise to protect and preserve same; not to remove or demolish any building or improvement situate thereon; 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 in full all costs incurred therefor; not to commit or permit waste of the property; to comply with all laws, covenants, conditions or restrictions affecting the property; in the case of a leasehold estate, to observe and perform all obligations of Grantor under any lease or leases and to take any action required and to refrain from taking any action prohibited, as necessary, to preserve and protect the leasehold estate and the value thereof; to provide and maintain fire (and if required by Beneficiary, earthquake, mortgage guaranty and other) insurance satisfactory to and with loss payable solely to Beneficiary, and to deliver all policies to Beneficiary, which delivery shall constitute assignment to Beneficiary of all return premiums; to appear in and defend, without cost to Beneficiary or Trustee, any action or proceeding purporting to affect the security hereunder, or the rights or powers of Beneficiary or Trustee, and, when required by Trustee or Beneficiary, to commence and maintain any action or proceeding necessary to protect such security and such rights or powers; and should Trustee or Beneficiary elect to appear in, defend, or commence and maintain any such action or proceeding, (including any proceedings under law relating to insolvency or bankruptcy) to pay all their costs and expenses, including attorney fees; to pay before delinquency, all taxes, assessments and charges affecting the property, including assessments on appurtenant water stock; to pay when due all encumbrances, charges and liens affecting or purporting to affect title to said property; to pay all costs, fees and expenses of this trust; if said property be agricultural, to farm said land in an approved and husbandlike manner, and to keep all trees, vines and crops on said land properly cultivated, irrigated, fertilized, sprayed and fumigated; to replace all dead or unproductive vines or trees with new ones; and to keep all buildings, fences, ditches, canals, wells and other farming improvements on said premises in first class condition, order and repair. At the request of Beneficiary, Grantor will monthly pay to Beneficiary an amount equal to one-twelfth (1/12th) of the annual cost of taxes and assessments on the property together with an amount equal to the estimated next fire or fire and earthquake and other required insurance premiums divided by the number of months between the date of computation and the date of payment of the said insurance premium; said accumulated funds will be released to Grantor for payment of taxes, assessments and insurance premiums, or may be so directly applied by Beneficiary, if Beneficiary so elects.

(b) Should Grantor fail to make any payment or do any act as herein provided, then Beneficiary or Trustee (but without obligation so to do, and without notice to or demand upon Grantor, and without releasing Grantor from any obligation hereunder) may make or do the same, and may pay, purchase, contest or compromise any encumbrance, charge or lien, which in the judgement of either appears to affect said property; and in exercising any such powers, incur any liability and expend whatever amounts in its absolute discretion it may deem necessary therefor. All sums so incurred or expended by Beneficiary or Trustee shall be secured hereby and, without demand, shall be immediately due and payable by Grantor and shall bear interest at the same rate as the indebtedness secured hereby; provided, however, that at the option of Beneficiary or Trustee such sums may be added to the principal balance of any indebtedness secured hereby and shall bear interest at the same rate as the indebtedness secured hereby and be payable ratably over the remaining term thereof.

IT IS MUTUALLY AGREED THAT:

1. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire or earthquake, or in any other manner, Beneficiary shall be entitled, at its option, to commence, appear in and prosecute in its own name, any action or proceeding, or to make any compromise or settlement, in connection with such taking or damage, and to obtain all compensation, awards or other relief therefor.

All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of insurance affecting said property, are hereby assigned to Beneficiary, who may release any money so received by it, or apply the same on any indebtedness secured hereby. In the event that anyone shall establish and exercise any right to develop, bore for or mine for any water, gas, oil, or mineral on or under the surface of the property, any sums

that may thereafter become due and payable to the Grantor as bonus or royalty shall be considered rent hereunder, and such sums, together with damages and other compensation payable to the Grantor by reason of the exercise of such rights are hereby made subject to this deed of trust and shall be applied in accordance with the provisions hereof. Grantor agrees to execute such further assignments of any compensation, award, damages and rights of action and proceeds, as Beneficiary or Trustee may require. The Trustee or Beneficiary may enter upon the property at any time during the existence of this trust for the purpose of inspection, or for the accomplishment of any of the purposes hereof.

2. By accepting payment of any sum hereby secured after its due date, or after the filing of notice of default and of election to sell, Beneficiary shall not waive its right to require prompt payment when due of all other sums so secured, or to declare default for failure so to pay, or to proceed with the sale under any such notice of default and of election to sell, for any unpaid balance of said indebtedness. If Beneficiary or any Lending Bank holds any additional security for any obligation secured hereby, it may enforce the sale thereof at its option, either before, contemporaneously with, or after the sale is made hereunder, and on any default of Grantor, Beneficiary and any Lending Bank may, at its option, offset against any indebtedness owing by it to Grantor, the whole or any part of the indebtedness secured hereby.

3. Without affecting the liability of any person, including Grantor, for the payment of any indebtedness secured hereby, or the lien of this deed of trust on the remainder of the property for the full amount of any indebtedness unpaid, Beneficiary, Lending Banks and Trustee are respectively empowered as follows: Beneficiary and Lending Banks may from time to time and without notice (a) release any person liable for the payment of any of the indebtedness, (b) extend the time or otherwise alter the terms of payment of any of the indebtedness, (c) accept additional security therefor of any kind, including deeds of trust or mortgages, (d) alter, substitute or release any property securing the indebtedness; Trustee may, at any time and from time to time, upon the written request of Beneficiary (a) consent to the making of any map or plat of the property, (b) join in granting any easement or creating any restriction thereon, (c) join in any subordination or other agreement affecting this deed of trust or the lien or

charge thereof, (d) reconvey, without any warranty, all or any part of the property.

4. Upon payment in full of all sums secured hereby, and performance of all obligations of the Grantor hereunder, the Trustee shall reconvey, without warranty, the estate vested in it hereby. The grantee in any reconveyance made pursuant to this deed of trust may be described as "the person or persons legally entitled thereto," and, upon proper recordation, the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof.

5. If default be made in the payment when due of any part or instalment of principal or interest of the note or notes specifically referred to above or in the payment of any other indebtedness secured hereby, or any other default occurs with respect to such notes or indebtedness, or in the event Grantor or any successor in interest to Grantor in the property sells, conveys, alienates, assigns or transfers said property, or any part thereof, or any interest therein, or drills or extracts or enters into any lease for the drilling or extraction of oil, gas, or other hydrocarbon substances or any mineral of any kind or character therefrom or from any part thereof, or becomes divested of his title or any interest therein in any manner or way, whether voluntary or involuntary, or upon default by Grantor in the performance of any agreement hereunder, or in the event and at any time after anyone establishes and exercises any right to develop, bore for or mine for any water, gas, oil or mineral on or under the surface of the property, Beneficiary and Lending Banks shall have the right, at their option to declare said note or notes and any other indebtedness or obligation secured hereby, irrespective of the maturity date specified in any note or written agreement evidencing the same, immediately due and payable without notice or demand, and no waiver, of this right shall be effective unless in writing and signed by Beneficiary or the affected Lending Bank.

6. Waiver or a right granted to Beneficiary hereunder as to one transaction or occurrence shall not be deemed to be a waiver of the right as to any subsequent transaction or occurrence. Beneficiary may rescind any notice before Trustee's sale by executing a notice of rescission and recording the same. The recordation of such notice shall constitute also a cancellation of any prior declaration of default and demand for sale, and of any acceleration of maturity of indebtedness affected by any prior declaration or

notice of default. The exercise by Beneficiary of the right of rescission shall not constitute a waiver of any default then existing or subsequently occurring, nor impair the right of the Beneficiary to execute other declarations of default and demand for sale, or notices of default and of election to cause the property to be sold, nor otherwise affect the note or deed of trust, or any of the rights, obligations or remedies of the Beneficiary or Trustee hereunder.

7. Trustee, having first given notice of sale as then required by law, and without demand on Grantor, shall sell the property at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels and in such orders as the Trustee may determine, at public auction to the highest bidder for cash, in lawful money of the United States of America, payable at the time of sale. Grantor waives all rights to direct the order in which any of the property will be sold, and also waives any right to have any of the property marshalled upon any sale. Trustee may postpone sale of all or any portion of the property by public announcement at the time of sale, and from time to time thereafter may postpone the sale by public announcement at the time fixed by the previous postponement (for periods totalling not more than 180 days from the original sale date), and without further notice it may make such sale at the time to which the same shall be so postponed. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recital in any such deed of any matters or facts, stated either specifically or in general terms, or as conclusions of law or fact, shall, upon proper recordation, be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, Beneficiary or any Lending Bank, may purchase at the sale. After deducting all costs, fees and expenses of Trustee and of this trust, including costs of evidence of title in connection with the sale, the Trustee shall apply the proceeds of the sale to the payment of all sums then secured hereby, in such order and manner as may be required by Oregon Revised Statutes 86.765, or any successor statute thereto; the remainder, if any, to be paid to the person or persons legally entitled thereto. If Beneficiary or any Lending Bank shall elect to bring suit to foreclose this deed of trust in the manner and subject to the provisions, rights and remedies relating to the foreclosure of a mortgage, Beneficiary and Lending Banks shall be entitled to a reasonable sum to be fixed by the court as attorney's fees expended in the prosecution of said action.

8. Grantor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of these trusts to collect the rents, issues and profits of said property and of any personal property located thereon with or without taking possession of the property affected hereby, and hereby absolutely and unconditionally assigns all such rents, issues and profits to Beneficiary; provided, however, that Beneficiary hereby consents to the collection and retention of such rents, issues and profits as they accrue and become payable only if Grantor is not, at such times, in default with respect to payment of any indebtedness secured hereby or in the performance of any agreement hereunder. Upon any such default, Beneficiary may at any time, without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, and in its own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine; also perform such acts of repair, cultivation, irrigation or protection, as may be necessary or proper to conserve the value of the property; also lease the same or any part thereof for such rental, term, and upon such conditions as its judgement may dictate; also prepare for harvest, harvest, remove, and sell any crops that may be growing upon the premises, and apply the proceeds thereof upon the indebtedness secured hereby. The entering upon and taking possession of said property, the collection of such rents, issues and profits, and the application thereof as aforesaid, shall not waive or cure any default or notice of default hereunder, or invalidate any act done pursuant to such notice. Grantor also assigns to Trustee, as further security for the performance of the obligations secured hereby, all prepaid rents and all monies which may have been or may hereafter be deposited with said Grantor by any lessee of the premises herein described, to secure the payment of any rent, and upon default in the performance of any of the provisions hereof, Grantor agrees to deliver such rents and deposits to the Trustee.

9. Any Grantor who is a married person hereby expressly agrees that recourse may be had against his or her separate property for any deficiency after the sale of the property hereunder, to the extent permitted by law.

10. The pleading of any statute of limitations as a defense to any and all obligations secured by this deed of trust is hereby waived to the full extent permissible by law.

11. Grantor further agrees that Beneficiary and any Lending Bank, may from time to time and for periods not exceeding one year, in behalf of the Grantor, renew or extend any promissory note secured hereby, and said renewal or extension shall be conclusively deemed to have been made when endorsed on said promissory note or notes by the Beneficiary or Lending Bank in behalf of the Grantor.

12. Beneficiary may from time to time, substitute another Trustee in the place of the Trustee herein named, to execute this trust. Upon such appointment and proper recordation of such substitution, and without conveyance to the successor trustee, the latter shall be vested with all the title, powers and duties conferred upon the Trustee herein named. Each such appointment and substitution shall be made by written instrument executed by the Beneficiary, containing reference to this deed of trust sufficient to identify it, which, when recorded in the office of the County Recorder of the country or counties in which the property is situated, shall be conclusive proof of the proper appointment of the successor trustee.

13. This deed of trust shall inure to and bind the heirs, devisees, legal representatives, successors and assigns of the parties hereto. All obligations of each Grantor hereunder are joint and several. The rights or remedies granted hereunder, or by law, shall not be exclusive, but shall be concurrent and cumulative.

14. For any statement regarding the obligations secured hereby, Beneficiary may charge the maximum amount permitted by law at the time of the request therefor.

15. If this Deed of Trust is foreclosed as a mortgage and the property is sold at a foreclosure sale, the purchaser may, during any redemption period allowed, make such repairs or alterations on the property as may be reasonably necessary for the proper operation, care, preservation, protection, and insuring thereof. Any sums so paid, together with interest thereon from the time of such expenditure at the rate of 18 percent per annum or the highest rate permitted by applicable law, if less, shall be added to and become a part of the amount required to be paid for redemption from such sale.

16. This Deed of Trust shall be governed by the laws of the State of Oregon.

17. Time is of the essence of this agreement.

18. If any one or more of the Grantors (hereinafter, "Nonborrower Grantors") is not obligated upon the indebtedness secured by this deed of trust, Nonborrower Grantors specifically authorize Beneficiary, without notice or demand and without affecting any liability hereunder, from time to time to (a) renew, compromise, extend, accelerate or otherwise change the time for payment of or otherwise change the terms of the indebtedness secured hereby or any part thereof, including increases or decreases of the rate of interest thereon, (b) take and hold security for the payment of the indebtedness and exchange, enforce, waive and release any such security, (c) apply such security and direct the order or manner of sale thereof as Beneficiary in its discretion may determine, and (d) release or substitute any one or more of any obligor or guarantor of the indebtedness. Nonborrower Grantors waive any right to require Beneficiary to proceed against the obligors under the indebtedness (hereinafter, "Obligor"), proceed against or exhaust any security held from Obligor, or pursue any other remedy in Beneficiary's power whatsoever. Nonborrower Grantors waive any defense arising by reason of any disability or other defense of Obligor, or by reason of the cessation from any cause whatsoever of the liability of Obligor. Nonborrower Grantors waive any right of subrogation, reimbursement, indemnification, and contribution (contractual, statutory or otherwise), including without limitation, any claim or right of subrogation under the Bankruptcy Code (Title 11 of the U.S. Code) or any successor statute, and Nonborrower Grantors waive any right to enforce any remedy which Beneficiary or any Lending Bank now has or may hereafter have against Obligor, and waive any benefit of, and any right to participate in, any security now or hereafter held by Beneficiary or any Lending Bank. Nonborrower Grantors waive all presentments, demands for performance, protests, notices of protests, notice of dishonor, and notices of the existence, creation or incurring of new or additional indebtedness of Obligor.

19. See Addendum attached hereto for additional terms.

If a mailing address is set forth beneath any Grantor's signature hereto, and not otherwise, the undersigned Grantor shall be deemed to have requested that a copy of any notice of default, and of any notice of sale hereunder, be mailed to said Grantor at said address.

Signatures and Mailing Addresses for Notices

X *Arie deJong*
 Arie deJong

X _____

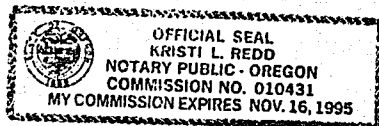
X _____

X _____

STATE OF OREGON)
 County of Klamath ss.

This instrument was acknowledged before me this 27th
 day of July, 1993, by Arie deJong.

Kristi L. Redd



NOTARY PUBLIC FOR OREGON
 My Commission Expires: 11/16/95

ADDENDUM A TO TRUST DEED

By and Between

Arie deJong, as Grantor,

Mountain Title Company of Klamath County, as Trustee, and

Bank of America National Trust and Savings Association,

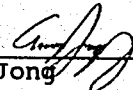
as Beneficiary

1. Grantor agrees to pay the underlying indebtedness (herein the "Travelers Loan") secured by a prior deed of trust (herein the "Prior Trust Deed") on the Property dated May 24, 1990, wherein The Travelers Insurance Company (herein "Travelers") is the beneficiary and keep the same free of any defaults.

2. Grantor agrees that a default on any of the loan documents pertaining to the Travelers Loan shall be deemed a default under this Trust Deed. In the event of such a default hereunder, and in addition to all other remedies for such default hereunder, the Beneficiary hereof shall have the right to cure any default on the Travelers Loan or any of the loan documents thereof.

3. Any amounts paid by Beneficiary to the beneficiary of the Prior Trust Deed in connection with a default by Grantor on the Travelers Loan shall (a) be added to the principal balance of the promissory note (herein the "Note") secured by this Trust Deed, (b) accrue interest on the same terms and conditions as the principal balance of the Note, and (c) be secured by this Trust Deed.

4. Grantor further agrees that a default under that certain deed of trust of even date herewith by and between Elso deJong, Co-Trustee of the Elso deJong Trust UTA dated 4/8/91, Elso deJong, Co-Trustee of the Dita deJong Trust UTA dated 4/8/91, Dita deJong, Co-Trustee of the Dita deJong Trust UTA dated 4/8/91, and Dita deJong, Co-Trustee of the Elso deJong Trust UTA dated 4/8/91, as grantors, Mountain Title Company of Klamath County, as Trustee, and Bank of America National Trust and Savings Association, as beneficiary, shall be deemed a default under this Trust Deed.


Arie deJong

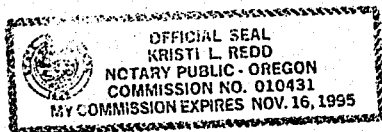
(Notary on Following Page)

18352

STATE OF OREGON

County of Klamath ss.

This instrument was acknowledged before me this 27th
day of July, 1993, by Arie deJong.



Kristi L. Redd
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11/16/95

EXHIBIT A

18353

PARCEL 1

All those portions of Vacated Bowne Addition to the Town of Bonanza described as follows:
The West 12 1/2 feet of Lots 2 and 23 and all of Lots 3 to 22 inclusive in Block 48;

Lots 1 to 18 inclusive and Lots 23 and 24 in Block 49; Lots 13 to 24 inclusive in Block 50
All of Block 67; Lots 3 to 24 inclusive in Block 68; Lots 3 to 22 inclusive and the West
4.5 feet of Lot 23 in Block 69; The West 4.5 feet of Lots 2 and 23 and Lots 3 to 22
inclusive in Block 76; All of Block 77; All of Block 78; Also those portions of Streets
and Alleys which attach to said Lots and Blocks by operation of Law By Order of Vacation
shown in Volume 191, page 421, Deed Records of Klamath County, Oregon, including all of
Vacated Park Avenue between the centerline of Union Street and the centerline of Price
Street.

SAVING AND EXCEPTING the North 30 feet of Lots 3 and 4 in Block 69 of said Vacated Bowne
Addition.

SAVING AND EXCEPTING from the above those portions of Blocks 48 and 49 and vacated Seattle
Avenue, lying Northerly of the following described line: Beginning at a point in the alley
in Block 50 which bears South 0 degrees 08' East 141.56 feet from the Northwest corner of
Lot 6 in said Block 50; thence South 89 degrees 44' 50" East, 326.97 feet; thence South 76
degrees 54' 14" East, 518.98 feet to a point on the East line of the W1/2 of Lot 23, said
Block 48.

PARCEL 2

Beginning at the corner common to Sections 9, 10, 15 and 16, Township 39 South, Range 11
East of the Willamette Meridian, Klamath County, Oregon, which point is on the centerline
of Carroll Avenue as platted on Bowne Addition to the Town of Bonanza, thence North along
said centerline 330 feet more or less, to its intersection with the centerline of Union
Street, thence West along the centerline of Union Street 1110 feet, more or less, to the
West line of Park Avenue; thence South along the West line of Park Avenue, and said West
line extended 710 feet, more or less, to the center of Lost River; thence Northeasterly
and Easterly along the center of Lost River to the East line of said Section 16; thence
North along said Section line a distance of 250 feet, more or less, to the point of
beginning.

SAVING AND EXCEPTING the East 45 feet of said parcel heretofore conveyed to Klamath County
by Deed recorded November 28, 1947 in Volume 214, page 247, Deed Records of Klamath County,
Oregon, for Road Purposes.

PARCEL 3

All that portion of the NE1/4 of Section 16 lying Southerly of the center of Lost River;
the N1/2SE1/4 of Section 16, LESS portion deeded for road described in Volume 74, page 71,
Deed Records of Klamath County, Oregon, all in Township 39 South, Range 11, East of the
Willamette Meridian, Klamath County, Oregon

PARCEL 4

Lots 1 and 2 in Block 68 of vacated Bowne Addition to the Town of Bonanza. ALSO those
portions of the streets and alleys which attach to the aforesaid lots by operation of law
through the order of vacation shown in Book 191, page 421, Deed Records of Klamath County,
Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title co the 28th day
of July A.D., 19 93 at 9:06 o'clock A.M., and duly recorded in Vol. M93
of Mortgages on Page 18344.

FEE \$55.00

Evelyn Biehn County Clerk

By Pauline Muehlbauer