

747774

RECORDATION REQUESTED BY:

STOCKMANS BANK OF COMMERCE

9663 STOCKTON BLVD

P.O. BOX 1150

ELK GROVE, CA 95759

WHEN RECORDED MAIL TO:

STOCKMANS BANK OF COMMERCE

9663 STOCKTON BLVD

P.O. BOX 1150

ELK GROVE, CA 95759

SEND TAX NOTICES TO:

Lee E. Northcutt and Norma V. Northcutt

1930 Round Lake Road

Klamath Falls, OR 97601

DEED OF TRUST

LINE OF CREDIT INSTRUMENT

LINE OF CREDIT INSTRUMENT. (a) This Deed of Trust is a LINE OF CREDIT INSTRUMENT. (b) The maximum principal amount to be advanced pursuant to the Note is \$600,000.00. (c) The term of the credit agreement commences on the date of this Deed of Trust and ends on November 1, 1994.

THIS DEED OF TRUST IS DATED OCTOBER 28, 1993, among Lee E. Northcutt and Norma V. Northcutt, as community property, whose address is 1930 Round Lake Road, Klamath Falls, OR 97601 (referred to below as "Grantor"); STOCKMANS BANK OF COMMERCE, whose address is 9663 STOCKTON BLVD, P.O. BOX 1150, ELK GROVE, CA 95759 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and STOCKMANS BANK OF COMMERCE, whose address is P.O. BOX 1150, ELK GROVE CA 95759-1150 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Klamath County, State of Oregon (the "Real Property").

(SEE LEGAL DESCRIPTION "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF)

THE Real Property or its address is commonly known as 1930 Round Lake Road, Klamath Falls, OR 97601.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the Rents and the Personal Property defined below.

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust: Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Beneficiary. The word "Beneficiary" means STOCKMANS BANK OF COMMERCE, its successors and assigns. STOCKMANS BANK OF COMMERCE also is referred to as "Lender" in this Deed of Trust.

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation all assignment and security interest provisions relating to the Personal Property and Rents.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Deed of Trust.

Grantor. The word "Grantor" means any and all persons and entities executing this Deed of Trust, including without limitation Lee E. Northcutt and Norma V. Northcutt, Round Lake Ranch.

Guarantor. The word "Guarantor" means and includes without limitation any and all guarantors, sureties, and accommodation parties in connection with the Indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guarantor or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable. Specifically, without limitation, this Deed of Trust secures a revolving line of credit, which obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Note. Notwithstanding the amount outstanding at any particular time, this Deed of Trust secures the

3438

10-28-1993

Loan No 1111256001

DEED OF TRUST

(Continued)

Page 2

total amount of the Note. The unpaid balance of the revolving line of credit under the Note may at certain times be Zero Dollars (\$0.00). A zero balance does not affect Lender's agreement to make advances to Grantor under the Note. Therefore, Lender's interest under this Deed of Trust will remain in full force and effect notwithstanding a zero balance on the Note.

Lender. The word "Lender" means STOCKMANS BANK OF COMMERCE, its successors and assigns.

Note. The word "Note" means the Note dated October 28, 1993, in the principal amount of \$600,000.00 from Grantor to Lender, together with all renewals, extensions, modifications, refinancings, and substitutions for the Note. The rate of interest on the Note is subject to indexing, adjustment, renewal, or renegotiation.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property, together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property, and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Conveyance and Grant" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

Trustee. The word "Trustee" means STOCKMANS BANK OF COMMERCE and any substitute or successor trustee.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE: (1) PAYMENT OF THE INDEBTEDNESS AND; (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property, (b) use, operate or manage the Property, and (c) collect any Rents from the Property. The following provisions relate to the use of the Property or to other limitations on the Property. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING

FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Deed of Trust, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release, or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to

10-28-1993

Loan No 1111256001

DEED OF TRUST

(Continued)

2129

Page 3

Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at its option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in, or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation or partnership, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock or partnership interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Oregon law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Deed of Trust.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due, except for the existing indebtedness referred to below, and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property. If any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials, Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any insurance clause, and with a standard mortgagee clause in favor of Lender, together with such other insurance, including but not limited to hazard, liability, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance to the extent such insurance is required and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, receive and retain the proceeds and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Deed of Trust at any trustee's sale or other sale held under the provisions of this Deed of Trust, or at any foreclosure sale of such Property.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Deed of Trust, to the extent compliance with the terms of this Deed of Trust would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Deed of Trust for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Deed of Trust, including any obligation to maintain Existing Indebtedness in good standing as required below, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender

ST30

exp ends in so doing will bear interest at the rate charged upon the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will: (a) be payable on demand; (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note; or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust.

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in the Existing Indebtedness section below or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust; and (b) Grantor has full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

EXISTING INDEBTEDNESS. The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Deed of Trust.

Existing Lien. The lien of this Deed of Trust securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

Default. If the payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the note evidencing such indebtedness, or should a default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then, at the option of Lender, the Indebtedness secured by this Deed of Trust shall become immediately due and payable; and this Deed of Trust shall be in default.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Deed of Trust by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice; and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Deed of Trust.

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Deed of Trust and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Deed of Trust.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Deed of Trust.

10-28-1993
Loan No 1111256001

DEED OF TRUST (Continued)

2131

Page 5

FURTHER ASSURANCES-ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust. At any time and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Deed of Trust, and the Related Documents, and (b) the liens and security interests created by this Deed of Trust on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-In-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, terminates the line of credit, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee required by law shall be paid by Grantor, if permitted by applicable law.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Deed of Trust:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Deed of Trust within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

Breaches. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Deed of Trust, the Note or the Related Documents is, or at the time made or furnished was, false in any material respect.

Insolvency. The insolvency of Grantor, appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor, or the dissolution or termination of Grantor's existence as a going business (if Grantor is a business). Except to the extent prohibited by federal law or Oregon law, the death of Grantor (if Grantor is an individual) also shall constitute an Event of Default under this Deed of Trust.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help repossession or any other method; by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Grantor. Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or such Guarantor dies or becomes incompetent or any Guarantor revokes any guaranty of the indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Existing Indebtedness. A default shall occur under any Existing Indebtedness or under any instrument on the Property securing any Existing Indebtedness, or commencement of any suit or other action to foreclose any existing lien on the Property.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure. With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure. In either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for the amount of the unpaid balance of the judgment.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of and manage the Property and collect the Rents, including amounts past due and unpaid; and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property pending foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law.

DEED OF TRUST
(Continued)

Lender's right to the appointment of a receiver. Lender shall, at its option, appoint a receiver to collect the rents and profits of the Property and to sell the Property if the Property is not sold within a reasonable time after the date of the appointment of the receiver. The receiver shall have the same powers and authority as a receiver appointed by a court of competent jurisdiction.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either: (a) pay a reasonable rental for the use of the Property; or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or by law.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of Personal Property may be made in conjunction with any sale of the Real Property.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled, in exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or in separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy provided in this Deed of Trust, the Note, in any Related Document, or provided by law shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust after failure of Grantor to perform shall not effect Lender's right to declare a default and to exercise any of its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender which in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust.

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure. In either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of Klamath County, Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor. The instrument shall be recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lender or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Deed of Trust shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. For notice purposes, Grantor agrees to keep Lender and Trustee informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No alteration or amendment to this Deed of Trust shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Applicable Law. This Deed of Trust has been delivered to Lender and accepted by Lender in the State of California. Except as set forth hereinafter, this Deed of Trust shall be governed by, construed and enforced in accordance with the laws of the State of California, except and only to the extent of procedural matters related to the perfection and enforcement by Lender of its rights and remedies against the Property, which matters shall be governed by the laws of the State of Oregon. However, in the event that the enforceability or validity of any provision of this Deed of Trust is challenged or questioned, such provision shall be governed by whichever applicable state or federal law would uphold or would enforce such challenged or questioned provision. The loan transaction which is evidenced by the Note and this Deed of Trust (which secures the Note) has been applied for, considered, approved and made in the State of California.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the provisions of this Deed of Trust.

DEED OF TRUST

DEED OF TRUST
(Continued)

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties. All obligations of Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Deed of Trust.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Deed of Trust in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Deed of Trust (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

COMMERCIAL DEED OF TRUST. Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that Grantor will not change the use of the Property without Lender's prior written consent.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS TERMS.

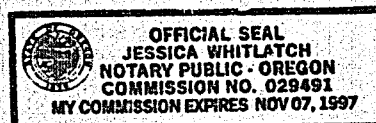
GRANTOR:

x Les E. Northcutt
Les E. Northcutt

x Norma V. Northcutt
Norma V. Northcutt

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Oregon
COUNTY OF Klamath) ss



On this day before me, the undersigned Notary Public, personally appeared Les E. Northcutt and Norma V. Northcutt, to me known to be the individuals described in and who executed the Deed of Trust, and acknowledged that they signed the Deed of Trust as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 4th day of January, 19 93.
By Jessica Whitlatch Residing at Klamath Falls, Or.
Notary Public in and for the State of Oregon My commission expires 11/7/97

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

To: _____, Trustee

The undersigned is the legal owner and holder of all Indebtedness secured by this Deed of Trust. All sums secured by this Deed of Trust have been fully paid and satisfied. You are hereby directed, upon payment to you of any sums owing to you under the terms of this Deed of Trust or pursuant to any applicable statute, to cancel the Note secured by this Deed of Trust (which is delivered to you together with this Deed of Trust), and to reconvey, without warranty, to the parties designated by the terms of this Deed of Trust, the estate now held by you under this Deed of Trust. Please mail the reconveyance and Related Documents to:

Date: _____

Beneficiary: _____
By: _____
Its: _____

EXHIBIT "B"

The following described real property situate in Klamath County, Oregon, to-wit:

PARCEL AParcel 1:

Lots 3 and 4 of Section 35; S $\frac{1}{2}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, Lots 7 and 8 in Section 36; all in Township 38 South, Range 7 East of the Willamette Meridian.

EXCEPTING therefrom, a portion of Lots 3 and 4, Section 35, Township 38 South, Range 7 East of the Willamette Meridian more particularly described: Beginning at the Round Lake Meander Line angle point number one, which is North 22°49'23" West, 1593.30 feet from the Meander Corner common to Section 35, Township 38 South, Range 7 East of the Willamette Meridian, and Section 2, Township 39 South, Range 7 East of the Willamette Meridian; thence South 22°49'23" East along said Meander Line, 248.86 feet; thence North 17°40'31" West, 64.62 feet; thence North 04°33'21" West, 199.74 feet to a point on said Meander Line, 68.60 feet to the point of beginning.

Parcel 2:

The NE $\frac{1}{4}$ SW $\frac{1}{4}$, Lots 2, 3, and 5, in Section 31, Township 38 South, Range 8 East of the Willamette Meridian, EXCEPTING AND RESERVING THEREFROM part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and of Lots 2 and 3 of said Township, Range and Section, more particularly described as follows:

Beginning at the quarter corner of the West line of said Section 31; thence South along said West line a distance of 676.0 feet to a 1 $\frac{1}{2}$ -inch iron pipe 30 inches long; thence South 67° East, a distance of 1169.0 feet to a 1 $\frac{1}{2}$ -inch iron pipe 30 inches long; thence South 50° East, a distance of 969.0 feet to a 1 $\frac{1}{2}$ -inch iron pipe 30 inches long; thence South 27° East, a distance of 927.0 feet, more or less, to a point on the South line of said Section, which point is marked by a 1 $\frac{1}{2}$ -inch iron pipe 30 inches long; thence East along said South line, a distance of 379.0 feet, more or less, to the South quarter corner of said Section 31; thence North along the North and South center line of said Section 31, a distance of 2640.0 feet, more or less, to the center of said Section; thence West along the East and West center line of said Section, a distance of 2640.0 feet, more or less, to the point of beginning.

EXHIBIT "B"

Parcel 3:
 $\frac{SW}{4}\frac{SE}{4}\frac{NE}{4}$, $\frac{W}{4}\frac{NW}{4}$, $\frac{NW}{4}\frac{SW}{4}$, $\frac{W}{4}\frac{NE}{4}\frac{SE}{4}$, $\frac{W}{4}\frac{SE}{4}\frac{NE}{4}\frac{SE}{4}$, $\frac{N}{4}\frac{N}{4}\frac{NE}{4}\frac{SE}{4}\frac{SE}{4}$, Lots 1, 2, 3, 6, and 7 of Section 6; all in Township 39 South, Range 8 East of the Willamette Meridian.

EXCEPTING therefrom, the Eastern 850 feet of fractional Lot 1, Section 6, Township 39 South, Range 8 East of the Willamette Meridian, more particularly described: Beginning at the East $\frac{1}{16}$ Section 6, Township 39 South, Range 8 East as located on Klamath County Survey No. 3141; thence South $89^{\circ}09'39''$ West, 850.0 feet; thence South $00^{\circ}03'47''$ East of the Willamette Meridian, 1247.657 feet; thence North $89^{\circ}22'55''$ East, 850.0 feet; thence North $00^{\circ}03'53''$ West, 1250.937 feet to the point of beginning.

Parcel 4:
 Part of Lots 4 and 3 of Section 36, Township 38 South, Range 7 East of the Willamette Meridian, and more particularly described as follows: Commencing at the East quarter corner of said Section 36; thence South along the East line of said Section 676.0 feet to a $\frac{1}{4}$ -inch iron pipe 30 inches long, which is the true point of beginning; thence South $75^{\circ}32'$ West, a distance of 820.13 feet to a $\frac{1}{4}$ -inch iron pipe 30 inches long; thence North $79^{\circ}54'$ West, a distance of 647.74 feet to a $\frac{1}{4}$ -inch iron pipe 30 inches long; thence North $64^{\circ}25'$ West, a distance of 692.67 feet to a $\frac{1}{4}$ -inch iron pipe 30 inches long; thence North $57^{\circ}56'$ West, a distance of 530.90 feet to a $\frac{1}{4}$ -inch iron pipe 30 inches long; thence North $77^{\circ}24'$ West, a distance of 169.01 feet, more or less, to a point on the West line of Lot 3, said point being marked by a $\frac{1}{4}$ -inch iron pipe 30 inches long; thence South along said West line, a distance of 284.04 feet, more or less, to an intersection with the meander line, said point being marked by a $\frac{1}{4}$ -inch iron pipe 30 inches long; thence South $73^{\circ}21'$ East, along said meander line, a distance of 2786.44 feet, more or less, to the meander corner on the East line of said Section 36; thence North along said East line, a distance of 555.66 feet, more or less, to the true point of beginning.

Parcel 5:
 Governments Lots 5 and 6 in Section 36, Township 38 South, Range 7 East of the Willamette Meridian.

EXHIBIT "B"

Parcel 6:

(A) That portion of Section 31, Township 38 South, Range 8 East of the Willamette Meridian, more particularly described as follows: That portion of said Section 31, lying South and Westerly of the Southwesterly line of Government Lot 3, East of the East line of Government Lot 5, and North of the South line of said Section 31.

(B) That portion of Section 6, Township 39 South, Range 8 East of the Willamette Meridian, more particularly described as follows: That portion of said Section 6, lying South of the North line of said Section 6, West of the Westerly line of Government Lot 1, North of the North line of Government Lot 7, and East of the East line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 6.

Parcel 7:

A portion of Lot 2, Section 35, Township 38 South, Range 7 East of the Willamette Meridian, more particularly described: Beginning at the Round Lake Meander Corner common to Section 35, Township 38 South, Range 7 East of the Willamette Meridian, and Section 2, Township 39 South, Range 7 East of the Willamette Meridian; thence North 22°49'23" West along Round Lake Meander Line, 1344.44 feet; thence South 17°40'31" East, 120.73 feet; thence South 19°37'20" East, 185.878 feet; thence South 21°59'03" East, 125.58 feet; thence South 28°01'55" East, 261.442 feet; thence South 20°46'05" East, 82.846 feet; thence South 11°09'11" East, 346.271 feet; thence South 15°06'27" East, 102.59 feet; thence South 56°31'37" East, 155.20 feet to the point of beginning.

Parcel 8:

A portion of Lots 1 and 2, Section 36, Township 38 South, Range 7 East and Lot 1, Section 35, Township 38 South, Range 7 East of the Willamette Meridian, more particularly described: Beginning at a point on the Round Lake Meander Line, which is North 73°07'15" West, 2803.186 feet from the Meander Corner common to Section 36, Township 38 South, Range 7 East of the Willamette Meridian and Section 31, Township 38 South, Range 8 East of the Willamette Meridian; thence North 73°07'15" West along said Meander Line, 1826.137 feet; thence South 62°50'27" West along said Meander Line, 1060.662 feet to the West line of said Section 36; thence South 62°51'25" West along said Meander Line, 1389.60 feet; thence North 04°33'21" West, 109.76 feet; thence North 14°34'05" East, 112.153 feet; thence North 35°56'03" East, 325.695 feet; thence North 50°21'21" East, 508.430 feet; thence North 59°54'31" East, 413.479 feet; thence North 70°29'37" East, 294.126 feet to a point on the

EXHIBIT "B"

East line of said Section 35; thence North 70°29'37" East, 42.96 feet; thence North 80°19'58" East, 765.797 feet; thence South 81°49'58" East, 203.082 feet; thence South 81°43'02" East, 280.351 feet; thence South 60°18'51" East, 194.825 feet; thence South 71°42'17" East, 141.931 feet; thence South 78°42'11" East, 758.094 feet; thence South 88°08'42" East, 227.595 feet; thence South 82°32'02" East, 57.118 feet; thence South 69°20'53" East, 87.05 feet; thence South 00°00'00", 263.71 feet to the point of beginning.

Together with a perpetual easement non-exclusive easement 30 feet in width for access over an existing road located in Section 6, Township 39 South, Range 8 East of the Willamette Meridian, as described in easement recorded July 7, 1980, in Vol. M-80, Page 12439, Microfilm Records of Klamath County, Oregon.

Together with an easement 50 feet in width for right of way for pumping plant and ditch, and for ingress and egress for repair and maintenance of same, along the Northerly line of lots 4 and 5 and the SW¼SW¼ of Section 6, Township 39 South, Range 8 East of the Willamette Meridian.

PARCEL B

Township 39 South, Range 8 East of the Willamette Meridian:

Section 6: SW¼SW¼ and Lots 4 and 5

SCHEDULE C

The land referred to in this Policy is described as follows:

PARCEL 1:

That portion of Section 7, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

That portion of said Section 7, lying South of the South line of Government Lot 6, Westerly of the Westerly line of Government Lot 2 and East of the East line of the SW1/4 NW1/4 of said Section 7.

Tax Account No.: 3908 00700 00800

PARCEL 2:

The NE1/4 NW1/4 SW1/4 of Section 7, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

Tax Account No.: 3908 00700 01300

PARCEL 3:

Lot 1 of Section 7 EXCEPTING THE FOLLOWING:

Beginning at the Southeast corner of said parcel from which the Southeast corner of the North half of said Section 7, bears South 43 degrees 53' 53" East, 1866.65 feet; thence South 89 degrees 48' 22" West 820.00 feet; thence North 00 degrees 11' 38" West, 810.00 feet; thence North 89 degrees 48' 22" East, 820.00 feet; thence South 00 degrees 11' 38" East, 810.00 feet to the point of beginning.

Lots 2 and 6, W1/2 NW1/4, NW1/4 NW1/4 S 1/4, SE1/4 NW1/4 SW1/4 of Section 7; all in Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Tax Account No.: 3908 00700 01300,
3908 00700 00801

(continued)

PARCEL 4:

Lot 4, Section 12, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THE FOLLOWING:

Beginning at a point on the South line of Lot 4 of said Section 12, said point being 246.2 feet West of the Southeast corner of said Lot and is marked by a 1 1/4" iron pipe 30 inches long; thence North 38 degrees 30' West, a distance of 395.5 feet to a 1 1/4" iron pipe 30 inches long; thence North 13 degrees West, a distance of 243.8 feet to a 1 1/4" iron pipe 30 inches long; thence North 39 degrees West, a distance of 509.0 feet, to a 1 1/4" iron pipe 30 inches long; thence North 77 degrees West, a distance of 458.00 feet, more or less, to a point on the West line of said Lot; thence South, a distance of 1042.0 feet, more or less, to the Southwest corner of said Lot; thence East a distance of 1074.0 feet, more or less, to the point of beginning, being a part of Lot 4, Section 12, Township 39 South, Range 7 East of the Willamette Meridian.

Tax Account No.: 3907 00000 00100

PARCEL 5:

Parts of Lot 1 and 2 of Section 1, a part of the Fractional E1/2 E1/2 of Section 2, and parts of Lots 3 and 1, a part of the NW1/4 NW1/4 and a part of Lot 2, Section 12, Township 39 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the point of Intersection of the East line of Lot 3 of said Section 12, with the meander line of Round Lake, from which point the meander corner on the East line of said Section 12 bears South 49 degrees 56' 30" East, 1713.2 feet distant; thence Northerly along said meander line as follows:

- (1) North 59 degrees 35' 30" West, 774.1 feet to a point;
- (2) North 47 degrees 48' 00" West, 1313.8 feet to a point;
- (3) North 55 degrees 04' 30" West, 986.6 feet to a point; said point being hereinafter referred to as "Point X";
- (4) North 17 degrees 35' 00" West, 838.1 feet to the meander corner on the North line of said Section 12;
- (5) North 57 degrees 35' 00" West, 987.1 feet to a point; said point being hereinafter referred to as Point "Y";
- (6) North 10 degrees 16' 30" West, 2157.3 feet to a point;
- (7) North 5 degrees 13' 00" West, 980.3 feet to a point;
- (8) North 20 degrees 56' 00" West, 87.0 feet to the meander corner on the West line of said Section 1; and

(continued)

A portion of Lots 1 and 2 of Section 1 and E1/2 SE1/4 of Section 2, Township 39 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; described as follows: Beginning at the meander corner on the South line of Section 1, Township 39 South, Range 7 East of the Willamette Meridian; thence North 55 degrees 51' West along the meander line through said Section 1, a distance of 953.02 feet to a 1 1/4" iron pipe 30" long which is the true point of beginning; thence North 9 degrees 35' West continuing along said meander line a distance of 1715.03 feet to a 1 1/4" iron pipe 30" long which is 1486.71 feet South 7 degrees 04' East of the meander corner between said Sections 1 and 2; thence South 47 degrees 38' West 1505.82 feet to a 1 1/4" iron pipe 30" long; thence South 64 degrees 11' East a distance of 1553.10 feet, more or less, to the true point of beginning.

Tax Account No.: 3907 00000 00100

PARCEL 6:

A parcel of land located in the Northeast Quarter of Section 7, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the N1/4 corner of said Section 7; thence along the Westerly line of the Northeast quarter South 00 degrees 17' 30" East 1331.69 feet to the true point of beginning; thence South 89 degrees 53' 25" East 666.73 feet; thence South 00 degrees 23' 00" East 1331.31 feet to the Southerly line of the Northeast quarter; thence along said Southerly line North 89 degrees 55' 26" West 668.86 feet to the center quarter corner of said Section 7; thence along the Westerly line of the Northeast quarter North 00 degrees 17' 30" West 1331.70 feet to the true point of beginning.

Subject to a 30.00 feet road easement being the Northerly 30.00 feet of the above described parcel.

Tax Account No.: 3908 00700 00801

PARCEL 7:

The S1/2 SW1/4 SW1/4 of Section 8, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, lying Westerly of Round Lake Road.

Tax Account No.: 3908 00800 00600

(continued)

PARCEL 8:

Beginning at a point on the East line of Section 7, Township 39 South, Range 8 East of the Willamette Meridian, which bears South 0 degrees 35' 57" East a distance of 1154.42 feet from the Northeast corner of said Section 7; thence South 89 degrees 28' 55" West 1279.11 feet to the Northwest corner of parcel described in Volume M79, page 15948, Deed Records of Klamath County, Oregon, and the true point of beginning of this description; thence South 0 degrees 11' 38" East 330.01 feet to the Southwest corner of said parcel; thence South 89 degrees 28' 55" West 38.56 feet to the West line of the E1/2 NE1/4 of said Section 7; thence North along said West line 330.01 feet to a point; thence North 89 degrees 28' 55" East 40.89 feet to the point of beginning.

The West 50 feet of the N1/2 S1/2 NE1/4 NE1/4 of Section 7, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

That portion of the North 157.15 feet of the S1/2 S1/2 NE1/4 NE1/4 of Section 7, Township 39 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, lying West of the property conveyed by deed recorded July 5, 1979 in Volume M79, page 15956, Microfilm Records of Klamath County, Oregon.

Tax Account No.: 3908 00700 00500

(9) North 23 degrees 22' 30" West, 1701.9 feet to the meander corner on the North line of said Section 2; thence North 89 degrees 56' 00" West, leaving said meander line, along said North section line, 32.7 feet, more or less, to the point of intersection of said North line with a parallel to and 30 feet distant Westerly from, when measured at right angles to, the last herein described course of said meander line, said point of intersection being marked by an iron pipe 1 1/4" in outside diameter, 30 inches long and driven into the ground as are all angle points on, and the Southerly terminus of, the Westerly line of the real property hereby described so marked; thence Southerly parallel to and 30 feet distant Westerly from said meander line, as follows:

(1) South 23 degrees 22' 30" East, 1714.0 feet, more or less, to a point on the bisector of the re-entrant angle first on said meander line;

(2) South 20 degrees 56' 00" East, 82.4 feet, more or less, to a point on the bisector of the re-entrant angle next on said meander line; and

(3) South 5 degrees 13' 00" East, 977.4 feet, more or less, to a point on the bisector of the salient angle next on said meander line;

(4) South 10 degrees 16' 30" East, 429.0 feet to a point; thence South 50 degrees 47' 00" West, leaving said parallel line, 1553.4 feet to a point; thence South 63 degrees 53' 00" East, 1710.6 feet, more or less, to a point which is South 8 degrees 16' 30" West, 38.9 feet from Point Y; thence South 45 degrees 52' 30" East, 921.3 feet to a point; thence South 31 degrees 19' 30" East, 780.5 feet, more or less, to the point of intersection of the bisector of the salient angle at Point X and a line which is parallel and 30 feet distant Westerly from when measured at right angles to, said meander line; thence Southerly parallel to and 30 feet distant Westerly from said meander line, as follows:

(1) South 55 degrees 04' 30" East, 994.8 feet, more or less, to a point on the bisector of the re-entrant angle next on said meander line; and

(2) South 47 degrees 48' 00" East, 1315.0 feet, more or less, to a point on the bisector of the salient angle next on said meander line; thence South 49 degrees 35' 00" East, leaving said parallel line, 899.8 feet, more or less, to a point on the East line of Lot 3 of said Section 12; said point being the Southerly terminus of said Westerly line and being the Northwest corner of a tract of land in Lot 4 of said Section 12, conveyed by Louis W. Soukup and wife, to Weyerhaeuser Timber Company by a deed dated October 7, 1953, recorded in Deed Volume 264 at page 617, Records of Klamath County, Oregon; thence North 00 degrees 07' 00" East, along said East lot line, 216.00 feet, more or less, to the point of beginning. EXCEPTING AND RESERVING from the above described property, the following portions thereof:

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Stockmans Bank the 20th day of Jan A.D. 19 94 at 10:25 o'clock A.M., and duly recorded in Vol. M94 of Mortgages on Page 2127

FEE \$85.00

Evelyn Biehn - County Clerk

By Debbie M. Mendenhall

WITHDRAWN

KCTC

1-20-94

Doc. #74775

Vol.M94 Page 2143
2144