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DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on Sectember 20, 1994. The grantor is JOHN J. DILLON and JUDITH A. DILLON, as tenants by the entirety ("Borrower"). Thu trustee is Mountain Title Company ("Trustee"). The beneficiary is HIGHLAND COMMUNITY FEDERAL CREDIT UNION, which is organized and existing under the laws of the United States of America, and whose address is 3737 SHASTA WAY KLAMATH FALLS, OR 97601 ("Lender"). Borrower owes Lender the principal sum of Fifty Seven Thousand & 00/100 Dollars (U.S. \$57,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on Ox tober 1, 2024. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, and advanced in der paragraph 7 to printed the security of this Security Instrument and the Note; (b) the payment of all other sums, with interest, and advanced in paragraph 7 to printed the security of this Security Instrument, and conveys to Trustee, in trust, with power of sale, the following described property located in KLAMATH County, Oregon

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which has the address of 11853 KENO-WOHDEN RD., KLAMATH FALLS, Oregon 97627 ("Property Address");

TOGETHER WITH all the improvement incvicor hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is its willly selsed of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering rail property.

UNIFORM COVENANTS. Borrower and Lend r covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charge: due under the Note.

2. Funds for Taxes and Insurance. St bject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurence premiums, if any: (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph (a) lieu of the payment of mortgage insurance premiums. These items are called "Escrow items." Lender may, at any time, collect and hold Funds is an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's es row account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESFA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceet the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Esc ow items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are in: ured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually at alyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Le nder shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest she labe paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and ce bits to the Funds and the purpose for which each debit to the Funds was made. The Funds are ploaded as additional security for all sums secure by this Security to strument.

If the Funds held by Lender exceed the arror its permitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable is w. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such as Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve month y payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security inst ument, Lender shall promptly refund to Borrower any Funds held by Lender. If,

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under paragraph 21, Lender shall acquire in set the Property. Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument. 3. Application of Payments. Unless applicable law provide a otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal

clue; and last, to any late charges dileunder the lote.
4. Charges; Liens. Borrower shall pa , all taxes, assessments charges, fines and impositions attributable to the Property which may attain priority over this. Security, instrument, and leasehold, pryments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, 3ono ver shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of anounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a mamer acceptable to Lencer; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to provent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. By mover shall keep the in provements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "ex ended coverage" and any other hazards. Including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with peragraph 7.

All insurance policies and renewals shall be acceptable to Ler der and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt no ice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwist agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the ir surance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then cue, with any excess paid to Borrower. If Borrow er abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any or plication of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the emount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument in mediately prior to the acquisition.

6. Occupancy, Preservation, Malnumance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence (or at least one year after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence (or at least one year after the date of occupancy, unless Lender otherwise agrees in vriting, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any initial, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially labe or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall on merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights In this Property. If Bor ower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce takes or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Propert I. Lander's actions may include paying any sums secured by a lien which has priority over time Security instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to 15°50.

Any amounts disbursed by Lender uncer this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect. Borrower shall pay the premium: required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Eorower of the mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Eorower of the mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, from an alternate mortgage insurance previously in effect, the use and retain these payments are alloss reserve in fleu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in a cordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any sward or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking, is equal to or greater than the an ount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sum secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any belance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking. Any belance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is fact than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicate law, otherwise provid as, the proceeds shall be applied to the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicate law, otherwise provid as, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums secured by this Security instrument immediately before the taking.

If the Property is abandoned by Borrover, o if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lend r within 30 days after the date the notice is given. Lender is authorized to collect and apply the

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proceeds, at its option, either to restoration or repair of the Propiaty or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower other wise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; For bearinge By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwis a modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remady.

12. Successors and Assigns Bound; Joint and Several I Jability; Co-signers. The covenants and agreements of this Sequity Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security instrument but does not execute the Note: (a) is co-signing this Security instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of the Socurity Instrument; (b) is not personally obligated to pay the sums se ared by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other is an charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the anount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refunct reduces principal, the reduction will be treated as a partial prepayment without any

14. Notices. Any notice to Borrowe provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Secu ity Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower sht libe given one conform id copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Buneficial Interest in Bourower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender If exercise is prohibited by federal law as of the clete of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower nust pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on

18. Borrower's Right to Reinstate. If Borrower meets cartain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the partier of: (a) 5 da /s (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other α venants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Bonower this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower A sale may result in a change in the entity (known as the "Loan Servicar") that collects monthly payments clue under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not dc, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender witten notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any govern nentral or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law

As used in this paragraph 20, "Hazardous Substances" are thos a substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosent), other flammable or to ic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health; sefe ty or environmental protection.

NON-UNIFORM COVENANTS. Borrow at and Lender further covenant and agree as follows:

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21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (z) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result In acceleration of the sums secured by this Security instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not curad on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lunder shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasc nable attorneys' i ses and costs of title evidence.

If Lender invokes the power of sale, Lends shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trus set shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Afts the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in with of 1 it still bring it his & there's p.

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I-NMA/FHLMC DEED OF TRUST (Continued)

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The recitals in the Trustee's deed shall be at of the sale in the following order: (a) to all e all sums secured by this Security Instrument 22. Reconveyance: Upon payment of a shall sumender this Security Instrument and a Property without warranty and without charge to 23. Substitute Trustee. Lender may fro Without conveyance of the Property; the su x applicable law. 24. Attorneys' Fees. As used in this S appellate court.	Its designee may put fructed's deed conver- ing naces of the sale, fand (c) any excess from (c) any excess from (c) any excess from the secured by the limits secured by the security instrument and security instrument and security instru-	Security Instrument; Lender shall request Trustee t bt secured by this Security Instrument to Trustee. s legally entitled to it. Such person or persons shall p a Trustee and appoint a successor trustee to any T coeed to all the title; power and duties conferred to a security in the Note, "attorneys' fees" shall include any att b) a context of the security in the security is re executed by Borrower and recorded together with I dinto and shall amend and supplement the coven nent; [Check applicable box(es)]	anty, expressed or implied, be shall apply the proceeds and attorneys' fees; (b) to or reconvey the Property and Trustee shall reconvey the bay any recordation costs. rustee appointed hereunder. upon Trustee herein and by orneys' tees awarded by an in this Security Instrument, the
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EXHIBIT "A" EGAL DESCRIPTION

30124

A parcel of land in Section 6, Township 40 South, Range 8, East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron axle on the Easterly right of way of the Keno-Worden Road, which is located 1622.59 feet North and 2906.46 feet V/est from the Southeast corner of Section 6; thence North 00 degrees 58' West, along said road boundary, 741.50 feet to a 5/8" iron pin; thence Northwesterly along suid road boundary, 258.60 feet to a point South 31 degrees 33' East, 60.00 feet from the most Southerly corner of Recorded Survey No. 1259; thence North 58 degrees 15' East, 272.36 feet to the true point of beginning of this description; thence North 58 degrees 05' East, 206.50 feet to the High Water Mark of Klamath River; thence South 45 degrees 05' [0" East, 178.48 feet to a 5/8" iron pin; thence South 36 degrees 44" West, 203.00 feet; thence North 15 degrees 05' 10" West, 255.00 feet to the true point of beginning.

TOGETHER WITH an access easement along the Southerly 15 feet of the following described property:

A parcel of land in Section 6, To wnship 40 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, mc re r articularly described as follows:

Beginning at an iron axle on the Easterly right of way of the Keno-Worden Road, which is located 1622.59 feet North and 2906.46 feet West from the Southeast corner of Section 6; thence North 0 degrees 58' West, along said read boundary 741.50 feet to a 5/8" iron pin; thence Northwesterly along said r ad boundary 258.60 feet to point South 31 degrees 33' East 60.00 feet from the most Southerly corner of recorded Survey No. 1259 which is the true point of beginning of this description; the ice North 58 degrees 15' East 272.36 feet; thence South 45 degrees 05' 10" East 255.00 feet; thence South 36 degrees 44' West 152.30 feet; thence South 71 degrees 11 West 232.00 feet to the Easterly right of way of the Keno-Worden Road; thence Northerly along said road boundary to the point of beginning as set forth in Agreement for Easternet recorded September 23, 1988 in Volume M88, page 15826, Microfilm Records of Klamath County, Oregor.

Filed for record at request of _ Mountian Title Co 26th the . day A.D., 19 94 Sept at 11:21 of o'clock ____ M., and duly recorded in Vol. ___ M94 Mortgages of on Page 30122 Svelyn Biehn ~ County Clerk \$30.00 FEE By Douline Mulends OF REPORT NO. 33844-HF PAGE PRELIMINARY REPORT PRELIMINARY REPORT ONLY

STATE OF OREGON: COUNTY OF KLAMATH: ss.