

Recording requested by:

WHEN RECORDED MAIL TO:

SISKIYOU COUNTY TITLE CO.
P.O. Box 189
Yreka, CA 96097

MTC 1396-7551

Order No. 58886-pf

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 5th day of July 1995

, between

HICKEY RANCHES, INC., AN OREGON CORPORATION

, herein called TRUSTOR, whose address is P.O. BOX 67, MERRILL, OR 97633
SISKIYOU COUNTY TITLE CO., a corporation, herein called TRUSTEE, and
SISKIYOU COUNTY TITLE CO., a corporation and COMMONWEALTH LAND TITLE
INSURANCE COMPANY, a Pennsylvania corporation

, herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLE GRANTS, TRANSFERS & ASSIGNS TO TRUSTEE IN TRUST, WITH
POWER OF SALE, that property located in Siskiyou County, California and
in Klamath County, Oregon, described as:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

THIS DEED OF TRUST IS EXECUTED IN TWO COUNTERPARTS, EACH OF WHICH SO
EXECUTED SHALL BE DEEMED TO BE AN ORIGINAL, BUT SUCH COUNTERPARTS
SHALL TOGETHER CONSTITUTE BUT ONE AND THE SAME INSTRUMENT.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority
given to and conferred upon Beneficiary by paragraph 10 of the provisions incorporated herein by reference to
collect and apply such rents, issues and profits.

For the Purpose of securing: ALL OBLIGATIONS OF GRANTOR TO BENEFICIARY AS EVIDENCED BY
AGREEMENT DATED JULY 6, 1993, BETWEEN THE PARTIES HERETO.

and the performance of each agreement herein contained. Additional loans hereafter made and interest thereon shall
be secured by this Deed of Trust only if made to the Trustor while he is the owner of record of his present interest
in said property, or to his successors or assigns while they are the owners of record thereof, and shall be evidenced
by the aforementioned indemnity agreement reciting that it is secured by this Deed of Trust.

A charge that does not exceed the maximum charge provided by law at the time of the request therefore by or for the Trustor will be made for any statement regarding the obligation secured hereby. The payment of any such charge is secured hereby. By the execution and delivery of this Deed of Trust and the ^{AGREEMENT} secured hereby the Trustor agrees that the provisions of Part A and the provisions of Part B of the Deed of Trust recorded in the office of the County Recorder of each of the following counties in the State of California on August 18, 1959, in the Book and at the page designated after the name of each county, which provisions are identical in each Deed of Trust, shall be and they are hereby incorporated herein and made an integral part thereof for all purposes as though set forth herein at length.

COUNTY	BOOK	PAGE
Alameda	8757	207
Butte	953	200
Colusa	258	186
Contra Costa	3212	102
Del Norte	49	97
El Dorado	441	242
Glenn	373	314
Humboldt	500	187
Kings	716	577
Lake	297	308
Lassen	141	195
Madera	724	392

COUNTY	BOOK	PAGE
Marin	1210	387
Mendocino	490	511
Merced	1378	406
Modoc	159	22
Monterey	1890	155
Napa	577	204
Nevada	249	189
Placer	769	49
Plumas	117	107
Sacramento	3509	412
San Benito	242	73
San Francisco	7349	350

COUNTY	BOOK	PAGE
San Joaquin	2092	461
San Mateo	3441	246
Santa Clara	4151	640
Santa Cruz	1200	187
Shasta	574	428
Siskiyou	409	195
Sonoma	1609	14
Stanislaus	1498	193
Sutter	493	459
Tehama	333	571
Trinity	74	173
Yolo	549	152

Request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale hereunder be mailed, pursuant to the provisions of Section 2924h of the Civil Code of California, to the Trustor at his address hereinbefore set forth.

Signature of Notary

STATE OF CALIFORNIA

COUNTY OF _____ }

On _____ before me the undersigned, a Notary Public in and for said State, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

(This area for official notarial seal)

THE FOLLOWING IS A COPY OF THE PROVISIONS OF PART A AND THE PROVISIONS OF PART B WHICH ARE INCORPORATED BY REFERENCE IN THE DEED OF TRUST APPEARING ON THE REVERSE SIDE HEREOF

A. To protect the security of this Deed of Trust, Trustor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

2. To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

4. To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, with interest from date of expenditure at seven per cent per annum.

6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any condemnation for public use or of injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.

2. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

3. At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey all or any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

4. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be describe as "the person or persons legally entitled thereto."

5. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

6. Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In the event of default, Beneficiary may employ counsel to enforce payment of the obligations secured hereby, and shall execute or cause the Trustee to execute a written notice of such default and of his election to cause to be sold the herein describe property to satisfy the obligations hereof, and shall cause such notice to be recorded in the office the Recorder of each county wherein said real property or some part thereof is situated.

Prior to publication of the notice of sale, Beneficiary shall deliver to Trustee this Deed of Trust and the Note or other evidence of indebtedness which is secured hereby, together with a written request for the Trustee to proceed with a sale of the property described herein, pursuant to the provisions of law and this Deed of Trust.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed after recordation of such notice of default, Trustee without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time and place fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at seven per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

7. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby; or, if the note has been pledged, the pledgee thereof. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

8. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustor.

9. Beneficiary may from time to time or at any time substitute a Trustee or Trustees to execute the trust hereby created, and when any such substitution has been filed for record in the office of the Recorder of the county in which the property herein described is situated, it shall be conclusive evidence of the appointment of such Trustee or Trustees, and such new Trustee or Trustees shall succeed to all of the powers and duties of the Trustee or Trustees named herein.

THIS PROMISSORY NOTE/OR NOTES, ANY AND ALL EVIDENCES OF FURTHER AND/OR
ADDITIONAL ADVANCES MUST BE PRESENTED WITH THIS REQUEST.

16666666

11.19.11

TO SISKIYOU COUNTY TITLE CO./Trustee/

/Not a party authorized and requested by executing a conveyance hereunder and deliver same to:/

Trustor/Name/

Return/Address

The undersigned hereby certifies that /

Not a party / and holder / and the debt evidenced /

in said deed of Trust and that the same has been duly recorded in the public records of the county of /

Beneficiary's Address /

SIGNATURE OF TRUSTOR

11.19.11

HICKEY RANCHES, INC.

Andrew J. Hickey, President

Denis P. Hickey, Jr., Vice President

HICKEY RANCHES, INC.

Andrew J. Hickey, President

Denis P. Hickey, Jr., Vice President

OREGON

STATE OF OREGON
COUNTY OF KLAMATH

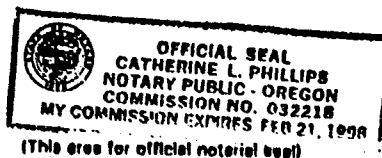
On JULY 6 1995

before me, the undersigned, a Notary Public in and for said State, Personally appeared ANDREW J. HICKEY AND DENIS P. HICKEY, JR.
PRESIDENT AND VICE-PRESIDENT OF HICKEY RANCHES, INC.
respectively

personally, known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Catherine L. Phillips
NOTARY PUBLIC IN AND FOR SAID STATE



SISKIYOU COUNTY TITLE CO.
 206 Fourth Street
 P.O. Box 189
 Yreka, CA 96097-0189
 (916) 842-1211

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CaliforniaCounty of SiskiyouOn July 7, 1995 before me, the undersigned

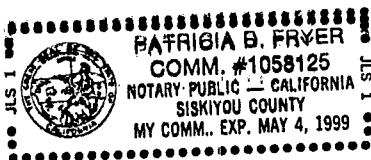
DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared **Andrew J. Hickey and Denis P. Hickey, Jr.**

NAME(S) OF SIGNER(S)

☒ personally known to me - OR - ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

58896-PF

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF SISKIYOU, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1: Farm Unit "G" according to the Farm Unit Plat, or the South half of the Southwest quarter of the Northeast quarter, and the Northwest quarter of the Northeast quarter, all in Section 20, Township 48 North, Range 4 East, Mount Diablo Meridian, EXCEPTING THEREFROM a parcel of land 200 feet square in the Northeast corner of the South half of the Southwest quarter of the Northeast quarter of said Section 20, described as: Commencing at said Northeast corner; thence South along the East line thereof 200 feet to a point; thence West parallel to the North line thereof 200.0 feet to a point; thence North parallel to the East line thereof 200.0 feet to a point; thence East along the North line thereof 200.0 feet, more or less, to the Point of Commencement.

PARCEL 2: Farm Unit "S" according to the Farm Unit Plat, or the East half of the Southeast quarter of the Southeast quarter of Section 20, and the Southwest quarter of the Southwest quarter of Section 21, Township 48 North, Range 4 East of the Mount Diablo Meridian, California, according to the Official Plat of the survey of said land, on file in the General Land Office.

PARCEL 3: The West half of the Southeast quarter of the Southeast quarter of Section 20, Township 48 North, Range 4 East, Mount Diablo Meridian, less a 60 foot roadway.

PARCEL 4: Farm Unit "H" according to the Farm Unit Plat, or the South half of the Southeast quarter of the Northeast quarter, and the Northeast quarter of the Southeast quarter, all in Section 20, Township 48 North, Range 4 East, Mount Diablo Meridian, EXCEPTING THEREFROM: Beginning at a point 643.5 feet East of the Southeast 1/16 corner of said Section 20; thence East along said South 1/16 line 601.5 feet to the West edge of the Government right of way occupied by No. F-1 Drain; thence North 14 feet; thence West 601.5 feet; thence South 14 feet to the Point of Beginning.

PARCEL 5: Farm Unit "S" according to the Farm Unit Plat, or the East half of the Southeast quarter of the Southeast quarter of Section 20, and the Southwest quarter of the Southwest quarter of Section 21, Township 48 North, Range 4 East of the Mount Diablo Meridian, California, according to the Official Plat of the survey of said land, on file in the General Land Office.

PARCEL 6: The East 1/2 Northwest 1/4, and the North 1/2 Northeast 1/4 of Section 14, Township 47 North of Range 3 East of the Mount Diablo Meridian, California.

PARCEL 7: The West half of the Southeast quarter of Section 2, and the West half of the Northeast quarter of Section 11, all in Township 47 North, Range 3 East, M.D.M., California.

PARCEL 8: East 1/2 of the Southwest 1/4 of Section 2 and East 1/2 of the Northwest 1/4 Section 11, Township 47 North, Range 3 East, M.D.M., Excepting therefrom about 1 acre formerly deeded to school district and the right of way of the County Road.

PARCEL 9: The West half of the Southeast quarter of the Southeast quarter of Section 20, Township 48 North, Range 4 East, M.D.M., less a 60 foot roadway.

EXHIBIT "A"

58896-PF

ALL THAT REAL PROPERTY SITUATE IN THE COUNTY OF KLAMATH, STATE OF OREGON, DESCRIBED AS FOLLOWS:

PARCEL 1:

S 1/2 SW 1/4 of Section 3, Township 41 S., Range 11 E.W.M., and that portion of NW 1/4 of Section 10, Township 41 S, Range 11 E.W.M. lying North of the Northerly right of way line of the U.S.R.S. "D" Canal, containing approximately 80 acres.

PARCEL 2:

That part of the NW 1/4 of Section 10, Township 41 S, Range 11 E.W.M. lying between the right of way of the U.S.R.S. "D" Canal and the right of way of the Great Northern Railway Company as both are now constructed upon the ground, more particularly described as follows: Beginning at center of Section 10, thence W along the EW center line of said Section 10 to its point of intersection with the Northeasterly right of way line of said Great Northern Railway Company right of way; thence Westerly following the Northeasterly line of said right of way to its intersection with the West line of said Section 10, thence Northerly along said West line of said Section 10 to its intersection with the Southerly line of the U.S.R.S. "D" Canal right of way; thence Southeasterly along said Southerly line of "D" Canal right of way to its intersection with the East line of said NW 1/4; thence Southerly along the said East line of said NW 1/4, to the point of beginning, containing approximately 118.7 acres.

PARCEL 3: N 1/2 NW 1/4 of Section 15, Township 41 S, Range 10 E.W.M.

SUBJECT TO: Easements and rights of way of record or apparent on the land; acreage and use limitations, statutes, regulations liens and assessments for irrigation or drainage purposes, and reservations and restrictions in deed from George E. Smith, et ux, et al to Felisberto Lourenco, dated January 19, 1951 recorded January 30, 1951 in Book 245 at page 60 Deed Records of Klamath County, Oregon.

PARCEL 4: A parcel of land situated in the SW 1/4 of the NW 1/4 of Section 2, Township 41 S, Range 11 E of Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point in the Easterly right of way fence of the existing county road along the West line of said Section 2 from which point of the E 1/4 corner of Section 10, Township 41 S, Range 11 E of the Willamette Meridian, Klamath County, Oregon, bears North 89 degrees 07' 50" W 27.0 feet and S 0 degrees 02' 50" W 6148.5 feet distant; thence N 0 degrees 02' 50" E along said Easterly right of way fence 439.88 feet to a 5/8" iron pin; thence S 89 degrees 57' 10" E 194.20 feet to a 5/8" iron pin reference monument; thence S 89 degrees 57' 10" E 3.60 feet to a point; thence S 2 degrees 15' 20" W 442.96 feet to a 5/8" iron pin; thence N 89 degrees 07' 50" W 180.8 feet to the point of beginning.

PARCEL 5: SE 1/4 SE 1/4 of Section 4, Township 41 S, Range 11 E of the Willamette Meridian, EXCEPT that portion conveyed to Clemente Construction Co., Inc. by deed recorded July 28, 1959 in Volume 309 at page 190, Deed Records of Klamath County, Oregon, more particularly described as follows:

That portion of the SE quarter of the SE quarter (SE 1/4 SE 1/4) of Section 4, Township 41 S, Range 11 E.W.M. in Klamath County, Oregon, lying Northerly from the Northerly right of way boundary of the U. S. Bureau of Reclamation "D" Canal; lying Easterly of the (Easterly) right of way boundary by the U. S. Bureau of Reclamation "G-3" Lateral; and lying Westerly of a line parallel to and 20.0 feet Westerly from the centerline of the diversion channel, pump, and piping of the so-called "Pope and Smith" irrigation pump and piping as the same is presently located and constructed, said "Pope and Smith" diversion channel, pump and piping being that same diversion channel, pump and piping which diverts water from the said U. S. Bureau of Reclamation "D" canal under Warren Act Contracts #18r-937 and #18r-938. Reserving perpetual easement over and across said property from the County Road on the Westerly side thereof to the above described pumps and piping for operating, maintaining repairing and replacing the same;

AND the NE 1/4 of the NE 1/4 (NE 1/4 NE 1/4) of Section 9, lying Northeasterly of the State Highway, all in Township 41 S, Range 11 E of the Willamette Meridian;

But reserving unto grantor, and her heirs and assigns the easement reserved to the above described deed and the irrigation pumps, piping and equipment therein mentioned and reserving to grantor, her heirs and assigns, the easement through said present ditch to conduct irrigation water from the "D" Canal to said irrigation pumps, with the right to maintain the same.

All subject to acreage and use limitations under provisions of United States Statutes and regulations issued thereunder, contract and/or lien for irrigation and/or drainage, reservations in Federal Patent, easements and rights of way of record and those apparent on the land, taxes and water charges for the current fiscal year, and to Agreement, including the terms and provisions thereof, between Donald M. Smith and Gail Smith, husband and wife, to J. Leland Pope and J. Randall Pope, dated June 4, 1957 and recorded July 5, 1957 in Volume 292 at page 577, Deed Records of Klamath County, Oregon, as follows:

1. That the parties own in common the two motors and pumps above described.
2. Smiths give and grant unto Popes the perpetual easement for the use of said ditch to conduct, irrigation water to the land of Pope's therein described, which said easement shall be and remain appurtenant to said Pope's land:
3. Pope's give and grant unto Smith's the perpetual easement for the use of said ditch to conduct irrigation water to the lands of Smith lying Northerly and Westerly of said Pope land, therein described, which said easement shall be and remain appurtenant to said Smith lands;

And subject to Agreement, including the terms and provisions thereof, between United States of America and Walter Robinson, et ux, recorded April 22, 1940 in Volume 128 at page 501, Deed Records of Klamath County, Oregon. (Affects turn out for irrigation canal located on (SE 1/4 SE 1/4) Section 4, Township 41 S, Range 11 E.W.M.

PARCEL 6:

IN TOWNSHIP 36 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN:

Parcel I:

Section 11: Lots 14 and 15 and those parts of Lots 10 and 11 lying South of the Sprague River.

Parcel II:

Section 11: Lots 18, 19, 22, 27, 30 and those parts of Lots 16 and 17 lying Westerly of the Sprague River.

Parcel III:

Section 14: The NW 1/4 (being Lots 3, 4, 5, 6, 11, 12, 13 and 14)
Section 11: Lots 23, 24, 25, 26, 31 and 32.

Parcel IV:

Section 14: NE 1/4 (being Lots 1, 2, 7, 8, 9, 10, 15 and 16)
Section 15: Lots 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16, and the E 1/2 of Lot 4.

SUBJECT TO: (1) Rights of the public and of Government bodies in and to any portion of said premises lying below high water mark of the Sprague River; (2) Provision for payment of maintenance costs for Turner-George Irrigation ditch, including the terms and provisions thereof, as set forth in easement deed recorded in Deed Volume 312 at page 431, Records of Klamath County, Oregon. (Affects Parcels II, III and IV); (3) Reservation of right of way for Oregon California and Eastern Railroad Company, any existing easements, also all subsurface rights, except water, are reserved in trust for the heirs of Ellise George, deceased, including the terms and provisions of said reservations, as set forth in deed recorded in Deed Volume 302 at page 196, Records of Klamath County, Oregon. (Affects NE 1/4 of Section 14 in Parcel IV), and easements and rights of way of record or apparent on the land.

PARCEL 7:

That portion of the S 1/2 of the SE 1/4 of the SE 1/4 of Section 12, Township 39 S, Range 9 E, W.M., described as follows:

Beginning at the SE corner of said Section 12.
Thence N 89 deg. 24' 35" W - 525.00 feet along the S line of said Section 12.

DH
A.J.A.

Thence N 20 deg. 11' 25" E - 31.85 feet to a point on the Northerly right of Way line of Klamath County Road No. 553, also known as Keller Road, said point being the true point of beginning of this description.

Thence N 20 deg. 11' 25" E - 318.45 feet;

Thence N 89 deg. 24' 35" W - 915.29 feet;

Thence S 2 deg. 09' 10" W - 300.11 feet;

Thence S 89 deg. 24' 35" E - 816.63 feet along the Northerly right of way line of Klamath County Road No. 533 to the true point of beginning.

Containing 5.96 acres, more or less, and situate in Klamath County, Oregon.

All bearings based on Oregon Coordinate System South Zone Grid.

DW
A. full.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 10th day of July A.D., 19 95 at 11:31 o'clock A M., and duly recorded in Vol. M95 of Mortgages on Page 17763.

Bernetha G. Letsch County Clerk

By Annette Mueller

FEE \$60.00