

When recorded, return to:

Leone Roberts
Abby's, Inc.
2722 N.E. Stephens Street
Roseburg, Oregon 97470

07-13-95A10:53 RCVD

**ASSUMPTION, MODIFICATION, NOVATION
AND RELEASE AGREEMENT**

K-47957

EFFECTIVE DATE: June 30, 1995 (the "Effective Date")

PARTIES: ALBERT A. BROUGHTON, CONNIE L. BROUGHTON,
JAMES R. HARRELL and LORETTA M. HARRELL
("Lender")

ABBY'S, INC., an Arizona corporation, and successor by
merger to Abby's Holding, Inc., a Delaware corporation
("Seller")

ABRE, L.L.C., an Arizona limited liability company ("Buyer")

Recitals

A. Lender originally made a Six Million and No/100 Dollars (\$6,000,000.00) loan (the "Loan") to Abby's Holding, Inc., a Delaware corporation, as evidenced by a Promissory Note dated March 14, 1988, as modified (the "Note").

B. Seller's obligations evidenced by the Note are secured by the following security documents (collectively, the "Deeds of Trust"):

- (1) Deed of Trust and Security Agreement and Assignment of Leases, dated March 14, and recorded in Douglas County, Washington at Book 237, Page 456
- (2) Trust Deed and Security Agreement and Assignment of Leases, dated March 14, 1988 and recorded in the following:
 - a. Douglas County, Oregon at Instrument No. 88-2972, Book 1031, page 668;

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- b. Jackson County, Oregon at Document No. 88-04932;
 - c. Josephine County, Oregon at Document No. 88-03446;
 - d. Klamath County, Oregon at Volume M88, Page 3703; and
 - e. Marion County, Oregon at Reel 608, Page 225.
- (3) Deed of Trust, dated April 29, 1989 and recorded in Lane County, Oregon at Reel No. 1570, Reception No. 89-18678

The Deeds of Trust encumber all of the real property legally described on Exhibit A hereto (the "Property").

The Note, and Deeds of Trust, and any other documents executed in connection with the Loan, including those which evidence, guaranty, secure or modify the Loan, as any or all of them may have been amended or modified to date, are herein collectively referred to as the "Loan Documents."

C. Pursuant to the terms of that certain Purchase and Sale Agreement dated as of June 26, 1995, Seller is about to sell, transfer and convey, to Buyer all of Seller's right, title and interest in and to the Property.

D. In connection with the sale of the Property from Seller to Buyer, Buyer desires to assume the Loan and the obligations evidenced by the Loan Documents. Both Seller and Buyer have requested Lender to consent to the transfer of the Property, and to release and discharge Seller from any and all further liability or obligation on the Loan and under the Loan Documents. Lender is willing to consent to the transfer of the Property to Buyer, the assumption of the Loan by Buyer and the release of Seller, subject to the terms and conditions set forth below.

Agreement

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated by reference as though fully set forth at length herein.
2. Principal Balance. The parties confirm, acknowledge and agree that the unpaid principal balance of the Loan is \$5,464,284.

3. Novation; Reaffirmation and Assumption of Loan. Seller is hereby released and novated from any obligation pursuant to the Loan and the Loan Documents. Buyer does hereby assume the Loan and all obligations of Seller as set forth in the Loan Documents and agrees to make timely payment of all amounts due and to perform all of the covenants, agreements and obligations of Seller provided in the Loan Documents. Buyer acknowledges all of its obligations under the Loan Documents and further acknowledges that no claims, offsets or defenses exist with respect to the payment of sums due under the Loan or any Loan Document.

4. Modification to Loan Documents. As of the Effective Date, the Loan Documents are hereby modified and amended as described below.

4.1 Name of Borrower. Buyer is hereby substituted as the Maker of the Note, Trustor under the Deed of Trust, and as Borrower under the Loan Documents.

4.2 Address Change. Copies of all notices to Borrower under any of the Loan Documents shall be sent to Buyer at the following address:

1960 River Road
Eugene, Oregon 97404

4.3 Continued Security. The Deeds of Trust continue to secure payment and performance of the terms of the Loan and the Loan Documents as amended by the terms of this Agreement.

5. Consent to Transfer. Lender waives its right to accelerate the entire unpaid balance of the Note by reason of the transfer to Buyer of the Property, but such waiver shall not be deemed to be a waiver with regard to future sales, transfers, conveyances or other transactions with respect to the Property as provided in the Loan Documents.

6. Assignment of Impound Account. Seller hereby assigns, transfers and sets over unto Buyer all of Seller's right, title and interest in and to any reserve account established with Lender under the Loan Documents for the payment of any taxes, assessments and insurance premiums, and Buyer hereby assumes any and all obligations of Seller to pay, and agrees to pay when due all periodic payments for such purposes, including payment of such sums as may be necessary to reimburse Lender for any shortage or deficiency existing in such funds before or after the date hereof.

7. Buyer's Representations and Warranties. To induce Lender to enter into this Agreement, Buyer represents and warrants to Lender as follows:

7.1 Loan Documents. Borrower has reviewed all of the Loan Documents. All representations and warranties made and given by Seller in the Loan Documents are hereby remade by Buyer as of the Effective Date.

7.2 No Default. To Buyer's knowledge, no event of default has occurred and is continuing, and no event has occurred and is continuing which, with the giving of notice or the passage of time or both, would be an event of default under the Loan Documents.

7.3 Borrowing Entity. Buyer is a limited liability company which is duly formed, validly existing and in good standing under the laws of the State of Arizona.

7.4 Authorization. The execution, delivery and performance by Buyer of this Agreement, is within Buyer's powers, has been duly authorized, and does not conflict with any of Buyer's organizational documents.

7.5 Enforceable Loan Documents; No Conflicts. The Loan Documents, and this Agreement, are legal, valid and binding agreements of Buyer, enforceable in accordance with their respective terms and any instrument or document required hereunder or thereunder when executed and delivered will be similarly legal, valid, binding and enforceable. Neither the execution, delivery or performance by Buyer of this Agreement conflicts with any law, agreement or obligation by which Buyer is bound.

8. Confirmation of Security. Except as specifically hereby amended, the Loan Documents shall each remain unaffected by this Agreement and all such documents shall remain in full force and effect. Payment and performance of various obligations of Borrower to Lender under the Loan Documents, including all extensions, modifications, amendments, renewals or replacements of the foregoing, continue to be and shall be secured by the liens arising under the Loan Documents. Nothing contained in this Agreement shall annul, release or affect the lien or priority of the lien of any of the Loan Documents. Nothing contained herein shall be deemed a waiver of any of the rights and remedies of Lender arising out of the Loan Documents, and Lender specifically reserves and shall have all rights and remedies available to Lender whether at law or in equity or as provided in the Loan Documents, as modified by this Agreement.

9. Entire Agreement. This Agreement constitutes the entire agreement between Lender, Seller and Buyer with respect to the assumption and modification of the Loan and the release and novation of Seller, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning such matters other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon Lender or Buyer unless in writing and signed by both Lender and Buyer.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall together constitute one and the same document.

11. Severability. The invalidity or unenforceability of any covenant, term or condition of this Agreement, or any portion of any covenant, term or condition of this Agreement, shall not affect any other covenant, term or condition or portion hereof and this Agreement shall remain in effect as if such invalid or unenforceable covenant, term or condition were not contained herein.

12. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Oregon.

13. Binding Effect. All of the provisions of this Agreement are hereby made binding upon the legal representatives, heirs, administrators, successors, and assigns of the parties hereto.

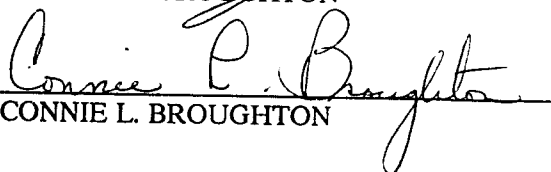
14. Survival. The representations, warranties and acknowledgements and agreements set forth in this Agreement shall survive the date of this Agreement.

15. No Waiver. The waiver by one party of the performance of any covenant or condition hereunder shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant or condition hereunder. The waiver by the parties of the time for performing any action shall not constitute a waiver of the time for performing any other act or identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement for any remedy shall not exclude other remedies unless they are expressly excluded.

IN WITNESS WHEREOF, the parties hereto have executed this Assumption, Modification, Novation and Release Agreement as of the Effective Date set forth above.

LENDER:


ALBERT A. BROUGHTON


CONNIE L. BROUGHTON

18139

James R. Harrell
JAMES A. HARRELL
R. JH

Loretta M. Harrell
LORETTA M. HARRELL

SELLER:

ABBY'S, INC., an Arizona corporation, and
successor by merger to Abby's Holding, Inc., a
Delaware corporation

By: [Signature]
Its: CFO

BUYER:

ABRE, L.L.C., an Arizona limited liability
company

By: [Signature]
Its: _____

STATE OF Oregon)
 County of Douglas) ss.

On this 29th day of June, 1995, before me, the undersigned Notary Public, personally appeared **Albert A. Broughton and Connie L. Broughton**, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and official seal.



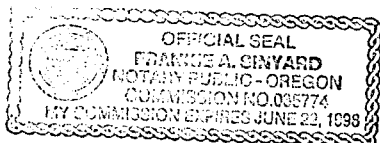
Vicki Hunt
 Notary Public

My commission expires: _____

STATE OF Oregon)
 County of Jackson) ss.

On this 28th day of June, 1995, before me, the undersigned Notary Public, personally appeared **James A. Harrell and Loretta M. Harrell**, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and official seal.



Frankie A. Sinyard
 Notary Public

My commission expires: 6-22-98

STATE OF OREGON)
 County of Douglas) ss.

On this 28th day of June, 1995, before me, the undersigned Notary Public, personally appeared B. Mills Sinclair, the Managing Member of Abre, L.L.C., an Arizona limited liability company, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and official seal.



Vicki Hunt

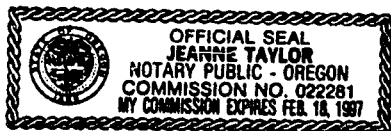
Notary Public

My commission expires: August 30, 1997

STATE OF Oregon)
 County of Douglas) ss.

On this 5th day of July, 1995, before me, the undersigned Notary Public, personally appeared Rich Olson, the Chief Financial Officer of Abby's, Inc., an Arizona corporation and successor by merger to Jantec, Inc., an Oregon Corporation, and Broughton and Harrell Corporation, an Oregon corporation, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

WITNESS my hand and official seal.



Jeanne Taylor

Notary Public

My commission expires: 2-18-97

18142

Exhibit A

**Legal Descriptions
See Attached**

That portion of Lot 7, East Wenatchee Land Company's Plat of Section 13, Township 22 North, Range 20, E.W.M., Douglas County, Washington, according to the plat thereof recorded in Volume A of Plats, Page 200, described as follows:

Beginning at the point of intersection of the Westerly right of way line of the Wenatchee Reclamation District Canal, with the South right of way line of Grant Road, as said road way established by deed recorded in Volume 172, Page 783, under auditor's no. 152091; thence West along said road line 245 feet; thence South, parallel to the West line of said Lot 7, 240 feet; thence East, parallel to said Grant Road, to said Westerly canal right of way line; thence Northerly along said Westerly canal right of way line to the Point of Beginning,

EXCEPT therefrom that portion described as follows:

Beginning at the point of intersection of the Westerly right of way line of the Wenatchee Reclamation District Canal, with the South right of way line of Grant Road, as said road way established by deed recorded in Volume 172, Page 783, under auditor's no. 152091; thence West along said road line, 120 feet; thence South, parallel with the West line of said lot, 150 feet; thence East, parallel to said Grant Road, to said Westerly canal right of way line; thence Northerly along said Westerly canal right of way line to the Point of Beginning.

SCHEDULE A
LEGAL DESCRIPTION

BOOK 1013 PAGE 684 18144

DOUGLAS COUNTY:
Property

1. 590 N.E. Brooklyn
Roseburg, Oregon

Lots three (3) and four (4), Block six (6), THOMAS SUBDIVISION,
Douglas County, Oregon.

2. 1511 N.W. Pacific Hwy.
Myrtle Creek, Oregon

A parcel of land in Section 28, Township 29 South, Range 5 West,
W.M., Douglas County, Oregon, being more particularly described
as follows:

BEGINNING at a 5/8 inch iron rod with plastic cap which bears
South 89° 39' 30" East 97.48 feet from the Southwest corner of
the Lazarus Wright D. L. C. No. 45, Douglas County, Oregon;
thence South 89° 39' 30" East 345.00 feet to a 5/8" iron rod
with plastic cap on the Westerly right of way line of Old
Pacific Highway No. 99; thence South 15° 02' East 125.00 feet
along said right of way to a 5/8" iron rod with plastic cap;
thence leaving said right of way North 89° 39' 30" West 345.00
feet to a 5/8" iron rod with plastic cap; thence North 15° 02'
West 125.00 feet to the point of beginning.

3. 2585 Diamond Lake Blvd
Roseburg, Oregon

PARCEL A:

Beginning at a point on the North line of Lot 21, First
Brookside Addition to the City of Roseburg, Douglas County,
Oregon, said point being 80 feet West of the Northeast corner of
said Lot; thence South 110 feet; thence West 118 feet to a point
on the East line of the lands conveyed to H. W. Sanders and
wife, as recorded in Volume 130, Page 214, Deed Records of
Douglas County, Oregon; thence North 110 feet to a point on the
North line of said lot which is 118 feet West of the point of
beginning; thence East 118 feet to the place of beginning,
excepting therefrom that portion included in the lands conveyed
to the State of Oregon for road purposes as described in Volume
147, Page 97, Deed Records of Douglas County, Oregon. Excepting
that portion taken for widening of Diamond Lake Boulevard.

3. 2585 Diamond Lake Blvd (continued)
Roseburg, Oregon

PARCEL B:

Beginning at a 1/2 inch iron pin on the East line of Lot 21, First Brookside Addition, Douglas County, Oregon, located South 0° 58' 30" East a distance of 14.0 feet from the Northeast corner of said Lot 21 and on the South right of way line 40.0 feet distant, Southerly at right angles from Engineer's Station 56+06.7 on the centerline of the North Umpqua Highway; thence South along said East line of Lot 21, a distance of 96.0 feet to a 1/2 inch iron pin; thence West a distance of 80.0 feet to a 1/2 inch iron pin; thence North a distance of 95.8 feet to a 1/2 inch iron pin on said South right of way line; thence South 89° 59' 30" East along said South right of way line, a distance of 80.0 feet to the point of beginning. Except that portion conveyed to the City of Roseburg in Instrument No. 68-7198, records of Douglas County, Oregon.

PARCEL C:

Beginning at a point which bears South 110.0 feet from the Northeast corner of Lot 21, First Brookside Addition to Roseburg, Douglas County, Oregon, which point is on the East boundary of said Lot 21; thence South 101.32 feet along the East boundary of said Lot 21; thence West 198.0 feet; thence North 101.32 feet; thence East 198.0 feet to the point of beginning, all situated in Lot 21, First Brookside Addition to Roseburg, Douglas County, Oregon.

4. 2520 N.E. Stephens
Roseburg, Oregon

A parcel of land lying in the Northeast quarter of Section 12, Township 27 South, Range 6 West, W. M., Douglas County, Oregon, and in Lot 38, Edenbower Orchard Tracts, Douglas County, Oregon, described as follows:

Beginning at a 5/8 inch iron rod set on the West right of way line of the Old Pacific Highway, which is North 3° 42' West 898.0 feet and North 0° 03' West, along the Old Pacific Highway right of way line, 657.1 feet from the Southwest corner of the Daniel P. Barnes D. L. C. No. 39, said Township and Range, at the Southeast corner of lands described in Volume 221, Page 614, Deed Records of Douglas County, Oregon; thence West 125.0 feet to a 5/8" iron rod; thence South 0° 03' East 50.0 feet to a point; thence West 109.4 feet to a point; thence North 5° 19' East 100.44 feet to a 3/4 inch iron pipe; thence East 225.0 feet to a 1 inch steel axle set in the West right of way line of the Old Pacific Highway; thence along said West right of way line, South 0° 03' East 50.0 feet to the place of beginning.

5. 96 S.W. Douglas Blvd
Winston, Oregon

PARCEL A:

BEGINNING at a point on the South right of way line of State Highway 42, said point of beginning bears North 68° 25' East 180.9 feet and South 30.66 chains and East 39.41 chains from the Southwest corner of Section 16, Township 28 South, Range 6 West, W.M.; thence leaving said Highway 42 and running South 2° 04' East 233.7 feet; thence South 89° 17' East 180.7 feet to a point on the West right of way line of U.S. Highway 99; thence North 14° 17' East 128.9 feet along said Highway 99; thence leaving said Highway 99 and running North 59° 17' West 100.0 feet; thence North 18° 09' West 104.0 feet to a point on said State Highway 42; thence South 75° 53' West 26.2 feet and South 68° 25' West 86.6 feet along said State Highway 42 to the point of beginning, all being in Douglas County, Oregon.

EXCEPTING THEREFROM that portion described as follows:

Beginning at a 3/4" iron pipe on the North side of a 50 foot wide road Easement, said point of beginning bears East 39.41 chains and South 30.66 chains and South 0° 04' West 164.7 feet and South 89° 17' East 232.5 feet from the Southwest corner of Section 16, Township 28 South, Range 6 West, W.M., Douglas County, Oregon; thence running South 89° 37' East 125.0 feet along said road Easement to its intersection with the Westerly right of way line of U.S. Highway 99; thence North 14° 17' East 128.0 feet along the said Highway right of way to its intersection with the Southerly line of that tract of land more fully described in Volume 314, Page 411, Deed Records of the Clerk of Douglas County; thence leaving said highway and running North 60° 16' West 100.8 feet along the said tract of land to the Southwest corner of said tract; thence South 61° 40' West 81.0 feet; thence South 1° 00' East 135.0 feet to the point of beginning, all being situated in the City of Winston in Section 21 of said Township 28 South, Range 6 West of the W.M., Douglas County, Oregon.

ALSO EXCEPTING THEREFROM that portion as conveyed to the State of Oregon, by and through its State Highway Commission, by Deed recorded August 2, 1972, in Book 499, records of Douglas County, Oregon, Recorder's No. 72-11031.

6. 1661 N.E. Stephens
Roseburg, OR

PARCEL A

The North half of Lots ten (10), eleven (11), twelve (12) and thirteen (13) in Block five (5), THOMAS' SUBDIVISION OF FRUITVALE, Douglas County, Oregon, together with that part of vacated William Street that inured thereto on vacation thereof: EXCEPT that portion conveyed to the State of Oregon by Deed recorded in Book 749, Page 457, records of Douglas County, Oregon, Recorder's No. 80-4136.

6. 1661 N.E. Stephens (continued)
Roseburg, OR

PARCEL B:

The South half of Lots 10, 11, 12 and 13, Block 5, THOMAS SUBDIVISION, Douglas County, Oregon, together with that part of vacated William Street that inured thereto on vacation thereof. EXCEPT that portion conveyed to the State of Oregon by Deed recorded in Book 749, Page 457, records of Douglas County, Oregon, Recorder's No. 80-4136.

PARCEL C:

Lots five (5) and six (6), Block five (5), Thomas Subdivision of Lot 13, Fruitvale, Section 13, Township 27 South, Range 6 West, W. M., Douglas County, Oregon. ALSO beginning at the Southeast corner of Lot 5, Block 5, Thomas Subdivision of Fruitvale, running thence South 12.5 feet South on the East line of Lot 4, in the same block and addition; thence West on a parallel line with the South line of said Lot 5, 100 feet to the West boundary line of Lot 3, in the same block and addition, to a point 12.5 feet South of said lot 5; thence North 12.5 feet to the South line of said Lot 5; thence East to the place of beginning, being a strip of land 12.5 feet wide off the North end of Lot 3 and 4, Thomas Addition to Fruitvale.

ALSO, that part of vacated William Street that inured thereto on vacation thereof.

PARCEL D:

Lots 7, 8, 9, 14, 15 and 16 of Block 5, THOMAS SUBDIVISION OF FRUITVALE ADDITION to the City of Roseburg, Douglas County, Oregon.

Together with the part of vacated William Street that inured thereto on vacation thereof.

EXCEPT that portion conveyed to the State of Oregon by Deed recorded in Book 749, Page 457, records of Douglas County, Oregon, Recorder's No. 80-4136.

PARCEL E:

Lots seventeen (17) and eighteen (18) and Also beginning at a 1/2" iron pipe on the Easterly right of way line of the Pacific Highway (U.S. 99) from which the Southwest corner of Block 5, THOMAS SUBDIVISION OF FRUITVALE bears South 2° 45' West 89.67 feet; thence South 89° 28' East 95.27 feet to a 7/8" iron rod on the East line of Lot 2, Block 5, Thomas Subdivision; thence North 0° 05' West 10.0 feet to a 3/4" iron rod on the North line of said Lot 2; thence North 89° 28' West 95.55 feet along the Northerly line of Lots 1 and 2 to a point on the Easterly right of way of said U.S. Highway 99; thence along a 686.28 foot radius curve left, the chord of which bears South 1° 42' East 10.0 feet to the point of beginning.

6. 1661 N.E. Stephens (continued)
Roseburg, OR

All lying in Block 5, THOMAS SUBDIVISION of Lot 13, FRUITVALE, according to the official plat on file and of record in the office of the County Clerk, Douglas County, Oregon.
EXCEPT that portion conveyed to the State of Oregon by Deed recorded in Book 749, Page 457, records of Douglas County, Oregon, Recorder's No. 80-4136.

7. 2722/2724 N.E. Stephens
Roseburg, Oregon

Beginning at a point on the West right of way line of the Pacific Highway No. 99, Business Route, which is North 0° 03' West 610.0 feet from an iron pipe or a point which is South 0° 34' West 2720.4 feet from the North corner of Lot 38, Edenbower Orchard Tracts, Douglas County, Oregon; thence North 0° 03' West 150.0 feet along the West right of way line of said highway; thence South 88° 58' West 154.2 feet to the Easterly right of way line of the Southern Pacific Railroad; thence South 5° 19' West 150.0 feet along said railroad right of way line; thence North 89° 16' East 165.5 feet to the point of beginning, in Lot 38, Edenbower Orchard Tracts, Douglas County, Oregon.

JACKSON COUNTY
Property

8. 121 Pine Street
Rogue River, OR

PARCEL A:

Commencing at a point on the East line of Section 16, Township 36 South, Range 4 West, Willamette Meridian, Jackson County, Oregon, 35 rods North of the Southeast corner of said section; thence West, 336 feet; thence North 64 feet; thence East, 336 feet; thence South, 64 feet, to the point of beginning.

EXCEPTING THEREFROM the West one-half as heretofore conveyed by Warranty Deed recorded July 3, 1978, as Document No. 78-14884, Official Records of Jackson County, Oregon.

PARCEL B:

All of Lots 15 and 23, and the North half of Lots 16 and 22, Block 2, BERGLAND ADDITION, to the City of Rogue River, Jackson County, Oregon.

9. 1080 S. Riverside
Medford, OR

Commencing at the Southeast corner of Donation Land Claim No. 44 in township 37 South, Range 1 West of the Willamette Meridian, Jackson County, Oregon; thence North 89° 58' West 735.70 feet along the South line of said Claim to an intersection of the Westerly boundary of the Pacific Highway; thence North 26° 29' West along said Highway boundary 1078.5 feet to a 1" pipe for the true point of beginning; thence continue North 26° 29' West along said Highway boundary, 43.34 feet to the South boundary of Melrose Avenue-Barnett Road extension; thence along said boundary line, South 89° 37' 40" West 183.99 feet; thence South 0° 22' 20" West 22.56 feet; thence South 35° 07' 30" East 135.75 feet; thence North 63° 33' 00" East 154.74 feet to the Westerly boundary of the Pacific Highway; thence North 26° 29' West along said Highway boundary 30.0 feet to the true point of beginning.

JOSEPHINE COUNTY
Properties

10. 205 Beacon Drive
Grants Pass, OR

PARCEL A:

Beginning at the intersection of the Southerly right of way line of Northeast "E" Street with the West line of Section 16, Township 36 South, Range 5 West of the Willamette Meridian, Josephine County, Oregon; said intersection being North 0° 55' 23" West of and 1301.95 feet distant from the Southwest Corner of said Section 16; thence South 86° 14' 06" East along said Southerly right of way line, 16.55 feet to the true point of beginning; thence continue South 86° 14' 06" East along said right of way line 210.71 feet to a 5/8 inch diameter iron rod; thence South 0° 55' 23" East, parallel to the West line of said Section 16, 200.00 feet to a 5/8 inch diameter iron rod; thence North 86° 14' 06" West, parallel to the Southerly right of way line of Northeast "E" Street, 210.71 feet to established Easterly right of way line of McLearn Road; thence North 0° 55' 23" West along said Easterly right of way line, 200.00 feet to the true point of beginning. LESS AND EXCEPT the West 10.0 feet thereof.

10. 205 Beacon Drive (continued)
Grants Pass, OR

PARCEL B:

Beginning at the intersection of the Southerly right of way line of Northeast "E" Street with the West line of Section 16, Township 36 South, Range 5 West of the Willamette Meridian, Josephine County, Oregon; said intersection being North 0° 55' 23" West of and 1301.95 feet distant from the Southwest corner of said Section 16; thence South 86° 14' 06" East along said Southerly right of way line 227.26 feet to a 5/8 inch iron rod at the Northeast corner of tract described in Volume 334, Page 67, Josephine County Deed Records; thence continue South 86° 14' 06" East, along said right of way line 50 feet to the true point of beginning; thence North 86° 14' 06" West 50 feet to said Northeast corner; thence along the East and South line of said tract, South 0° 55' 23" East, parallel to the West line of said Section 16, a distance of 200.00 feet to a 5/8 inch diameter iron rod; thence North 86° 14' 06" West, parallel to the Southerly right of way line of Northeast "E" Street, 210.71 feet to established Easterly right of way line of McLearn Road; thence South 0° 55' 23" East, along said Easterly right of way line 50 feet; thence South 86° 14' 06" East, parallel with the South line of said tract and the Easterly extension thereof, 260 feet, more or less, to a point that bears South 0° 55' 23" East from the true point of beginning; thence North 0° 55' 23" West 250 feet, more or less, to the true point of beginning. LESS AND EXCEPT that portion conveyed to Josephine County, for road purposes, by instrument recorded in Document No. 87-02227, Official Records of Josephine County, Oregon.

11. 1560 Williams Hwy.
Grants Pass, OR

PARCEL A:

The South 50 feet of the following described tract, to-wit:

Beginning at a point which is 1140 feet North and 1848.6 feet West of the Southeast corner of Section 19, Township 36 South, Range 5 West of the Willamette Meridian, Josephine County, Oregon; thence South 210.5 feet; thence East 129 feet; thence North 45° 25' East along the center line of the Murphy Road a distance of 138 feet; thence North 30° West 89.3 feet; thence North 78° 43' West 186.5 feet to the point of beginning. LESS AND EXCEPT any portion lying within Hwy. No. 238.

11. 1560 Williams Hwy. (continued)
Grants Pass, OR

PARCEL B:

A tract of land situated in the Southeast Quarter of Section 19, Township 36 South, Range 5 West of the Willamette Meridian, Josephine County, Oregon, more particularly described as follows: Commencing at a point 1320 feet North and 1331.1 feet West of the Southeast corner of said Section; thence West, 517.5 feet along the Old Redwood Highway to the true point of beginning; thence continue along said Highway, 10 feet to the Northeast corner of tract described as Parcel I in Volume 332, Page 638, Josephine County Deed Records; thence South 170 feet; thence West 135 feet; thence South 220.5 feet; thence East 145 feet to the Southwest corner of tract described in Volume 299, Page 211, Josephine County Deed Records; thence North 390.5 feet to the true point of beginning. LESS AND EXCEPT any portion lying within relocated Union Avenue, including that portion conveyed to Josephine County by instrument recorded as Document No. 83-02970, Official Records of Josephine County, Oregon.

PARCEL C:

A tract of land situated in the Southeast Quarter of Section 19, Township 36 South, Range 5 West of the Willamette Meridian, Josephine County, Oregon, and more particularly described as follows: Commencing at a point 1320 feet North and 1331.1 feet West of the Southeast corner of said Section 19; thence West 702.5 feet along the Old Redwood Highway to the true point of beginning; thence South 170.0 feet; thence East 40.0 feet; thence South 220.5 feet; thence West 60.0 feet; thence North 390.5 feet; thence East 20.0 feet to the true point of beginning. LESS AND EXCEPT any portion lying within relocated Union Avenue, including that portion conveyed to Josephine County by instrument recorded as Document No. 83-02970, Official Records of Josephine County, Oregon.

PARCEL D:

A tract of land situated in the Southeast Quarter of Section 19, Township 36 South, Range 5 West of the Willamette Meridian, Josephine County, Oregon, more particularly described as follows: Beginning at a point 1320 feet North and 1331.1 feet West of the Southeast corner of said Section; thence West 722.5 feet along the Old Redwood Highway to the true point of beginning; thence South 390.5 feet; thence West 50 feet; thence North 390.5 feet; thence

11. 1560 Williams Hwy. (continued)
Grants Pass, OR

East 50 feet to the true point of beginning. LESS AND EXCEPT any portion lying within relocated Union Avenue, including that portion conveyed to Josephine County by instrument recorded as Document No. 83-02970, Official Records of Josephine County, Oregon.

ALSO: Commencing at the Northwest corner of the Southwest Quarter of the Southeast Quarter of Section 19, Township 36 South, Range 5 West of the Willamette Meridian, Josephine County, Oregon; thence South, along the West line thereof, 30 feet to the South right of way line of Union Avenue; thence North 89° 57' East along said right of way line 557.51 feet to an iron rod for the true point of beginning; thence South 0° 03' East 361.22 feet to an iron rod; thence South 89° 42' 15" West 8.02 feet; thence North 1° 13' 20" East 361.35 feet to the true point of beginning. LESS AND EXCEPT any portion lying within relocated Union Avenue, including that portion conveyed to Josephine County by instrument recorded as Document No. 83-02970, Official Records of Josephine County, Oregon.

KLAMATH COUNTY
Property

12. 1919 Austin Street
Klamath Falls, Oregon

A piece or parcel of land situate in Tract 33A Enterprise Tracts, being a portion of the Northwest one-quarter of Section 3, Township 39 South, Range 9 East, Willamette Meridian, and being more particularly described as follows:

Beginning at a 5/8 inch aluminum capped rebar on the Easterly right-of-way line of Austin Street as the same is presently located and constructed from which the iron pipe monument marking the Northeast corner of Tract 33A of Enterprise Tracts bears N. 34°07'30" E. 53.32 feet and S. 89°30'00" E. 209.67 feet distant; thence S 34°07'30" W. along said right-of-way line of Austin Street 100.00 feet to a 5/8 inch aluminum capped rebar; thence S. 55°52'30" E. 255.00 feet to a 5/8 inch aluminum capped rebar; thence N. 34°07'30" E. 95.05 feet to a 5/8 inch aluminum capped rebar (said point being 30.00 feet distant from, when measured at right angles to, the East boundary of said Tract 33A of Enterprises Tracts); thence N. 0°21'15" E. parallel to said Tract 33A boundary 6.00 feet to a 5/8 inch aluminum capped rebar; thence N. 55°52'30" W. 251.66 feet, more or less, to the point of beginning; containing 0.585 acres, and RESERVING THEREFROM an easement for a 4.0 foot overhang from

12. 1919 Austin Street (continued)
Klamath Falls, Oregon

the adjacent property and for walkway purposes along the Southeasterly 140.00 feet of the Southwesterly side of the above described parcel. TOGETHER with an easement for walkway purposes 4.0 feet wide and 140.0 feet long adjacent to and Southwesterly from the Easement herein reserved.

MARION COUNTY
Property

14. 1215 Pacific Hwy., N
Woodburn, Oregon

A portion of Lot 1, Block 3, Mauna Kae Park Addition to the City of Woodburn, Marion County, Oregon, more particularly described as follows: Beginning at the Northeast corner of said lot; thence Westerly along the Northerly line thereof, a distance of 170 feet; thence South 30° 12' West parallel to the West lot line 209.08 feet to the South line of said lot; thence Easterly along South line a distance of 190.00 feet to the most Southeasterly corner of said lot; thence North 30° 12' East 131.03 feet to the point of beginning.

1031M/250M+
53003-0706

FLORENCE PROPERTY:

Lots 1 through 9, inclusive, and Lot 10, EXCEPT the West 10.0 feet, Block 31, GALLAGHER'S PART OF FLORENCE, as platted and recorded in Book 30, Page 12, Lane County Oregon Plat Records, in Lane County, Oregon.

ALSO EXCEPT THEREFROM that portion deeded to State of Oregon, by instrument recorded March 25, 1985, Reception No. 85-10246, Official Records of Lane County, Oregon.

TOGETHER WITH that portion of the vacated alley which inures to this property by operation of law as set forth in Ordinance recorded March 20, 1989, Reception No. 89-11794, Official Records of Lane County, Oregon.

RIVER ROAD PROPERTY:

Beginning at a point that is 601.5 feet West of a point in the center of River Road that is 3676.5 feet South and 2824.5 feet East of the Joseph Davis Donation Land Claim No. 48, Township 17 South, Range 4 West of the Willamette Meridian; run thence West 250.0 feet; thence North 68.0 feet; thence East 225.0 feet; thence North 132.0 feet; thence East 25.0 feet; thence South 200.0 feet to the Point of Beginning, all in Lane County, Oregon.

ALSO: Beginning at a point in the center of River Road 3676.5 feet South and 2824.5 feet East of the Northwest corner of Donation Land Claim No. 48, Township 17 South, Range 4 West of the Willamette Meridian; run thence West 851.5 feet; thence North 68.0 feet to the True Point of Beginning; run thence North 132.00 feet; thence East 225.00 feet; thence South 132.00 feet; thence West 225.00 feet to the True Point of Beginning, all in Lane County, Oregon.

JUNCTION CITY PROPERTY:

PARCEL I:

Lots 1, 2, 3, 4 and 5, Block 104, JUNCTION CITY, as platted and recorded in Book H, Page 749, Lane County Oregon Deed Records, in Lane County, Oregon.

PARCEL II:

Lots 7, 8, 9 and 10, Block 104, Plat of JUNCTION CITY, as platted and recorded in Book H, Page 749, Lane County Oregon Deed Records, in Lane County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title the 13th day
of July A.D., 19 95 at 10:53 o'clock A M., and duly recorded in Vol. M95
of Mortgages on Page 18134

Bernetha G. Leitch, County Clerk

By Lyndell Olstad

FEE

\$110.00