

When recorded, return to:

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

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TRUST DEED  
and  
SECURITY AGREEMENT  
and  
ASSIGNMENT OF LEASES

K-47957

GRANTOR: ABRE, L.L.C., an Arizona limited liability company  
TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY  
BENEFICIARY: ABBY'S, INC., an Arizona corporation  
DATE: June 28, 1995.

SECTION 1 DEFINITIONS.

As used herein, the following terms shall have the following meanings:

1.1 Awards. All awards and payments made or hereafter to be made by any municipal, county, state, federal or other governmental body or any other entity having the power of eminent domain, including any awards and payments for any taking of all or a portion of the Real Property, as a result of, or by agreement in anticipation of, the exercise of the right of condemnation or eminent domain.

1.2 Beneficiary. Abby's, Inc., an Arizona corporation, and its successors and assigns.

1.3 Beneficiary's Address: 1960 River Road  
Eugene, Oregon 97404

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1.4 Events of Default. The happenings and occurrences described in Section 5 of this Trust Deed.

1.5 Fixtures. To the extent of Grantor's interest therein, all fixtures now or at any, time hereafter attached to or used in any way in connection with the operation, use or occupation of the Real Property, including without limitation all machinery and equipment, furniture and furnishings, screens, awnings, storm windows and doors, window shades, floor coverings, shrubbery, plants, boilers, tanks, furnaces, radiators, all heating, lighting, plumbing, gas, electric, ventilation refrigerating, air conditioning and incinerating equipment of whatever kind and nature, all of which fixtures and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the fee and part of the Real Property as between the parties hereto, their heirs, legal representatives, successors and assigns and all persons claiming by, through or under them.

1.6 Grantor. ABRE, L.L.C., an Arizona limited liability company and its successors and assigns.

1.7 Grantor's Address. 2722 N.E. Stephens Street, Roseburg, Oregon 97470.

1.8 Improvements. All buildings and other improvements and all additions and alterations thereto now, or at any time hereafter, located upon the Land or any part thereof.

1.9 Impositions. All real estate and personal property taxes and other taxes and assessments, water and sewer rates and charges, other governmental charges and any interest or penalties with respect thereto, charges for any easement or agreement maintained for the benefit of the Real Property which at any time prior to or after the execution of this Trust Deed may be assessed, levied or imposed upon the Real Property, or the rent or income received therefrom, or any use or occupancy thereof, and any other taxes, assessments, fees and governmental charges levied, imposed or assessed upon or against Grantor or any of its properties.

1.10 Indebtedness. The principal and interest and all other amounts due under the Note, including damages for breach thereof, and all other indebtedness of Grantor to Beneficiary under the Security Documents.

1.11 Land. The parcels of real property legally described on Exhibit A attached hereto.

1.12 Leases. Any, and all leases, subleases, licenses or grants of other possessory interests now or hereafter in force, oral or written, covering or affecting the Real Property, or any part thereof, together with all rights, powers, privileges, options and other benefits of Grantor thereunder.

1.13 Note. The promissory note in the amount of \$ 208,366.00, of even date herewith, made by Grantor and payable to Beneficiary, the final payment of which, if not sooner paid, is due and payable on June 30, 2010, as such promissory note may be extended, renewed, modified or amended.

1.14 Obligations. Any and all of the covenants, promises, liabilities and other obligations (other than the Indebtedness) made or owing by Grantor under and as set forth in the Note, and the Security Documents, and any and all extensions, renewals, modifications and amendments thereto.

1.15 Personalty. All furniture, furnishings, equipment, machinery, trade fixtures (other than the Fixtures and notwithstanding the inclusion of such items in the definition of Fixtures) owned by Grantor and now or at any time hereafter located in, upon or about the Land and the Improvements, together with all accessions thereto and replacements, substitutions and proceeds thereof.

1.16 Prior Loans. The indebtedness of Seller evidenced by, among other instruments, (i) a promissory note executed by Abby's Holding, Inc., a Delaware corporation and predecessor in interest to Grantor, as maker, in favor of Albert A. Broughton, Connie L. Broughton, James A. Harrell and Loretta M. Harrell, in the original principal amount of \$6,000,000.00, as modified, with a current outstanding principal balance of \$5,464,284, (ii) a promissory note executed by Broughton and Harrell Corporation, an Oregon corporation ("B&H") and predecessor in interest to Grantor, as maker, in favor of Edgar C. Brown, in the original principal amount of \$900,000, with a current outstanding principal balance of \$666,529, and (iii) a promissory note executed jointly by Jantec, Inc., an Oregon corporation, and B&H, predecessors in interest to Seller, as maker, in favor of I.L. Investments Group, Inc. in the original principal amount of \$63,000 with a current outstanding principal balance of \$25,171, all of which promissory notes are secured by trust deeds on all or a portion of the Real Property (the "Prior Trust Deeds").

1.17 Purchase Agreement. That certain Purchase and Sale Agreement dated as of June 26, 1995 between Beneficiary, as seller, and Grantor, as buyer, providing for the purchase of the Real Property.

1.18 Real Property. The Land, Improvements, Fixtures, Vendee's Interest, Leases and Rents, together with:

1.18.1 All rights, privileges, permits, licenses, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances of, or to the Land;

1.18.2 All right, title and interest of Grantor in and to any streets, ways, alleys or strips adjoining the Land;

1.18.3 All the estate, right, title, interest, claim or demand whatsoever of Grantor, either at law or in equity, in and to the Land, the Improvements, the Fixtures, the Vendee's Interest, the Leases and the Rents; and

1.18.4 All the estate, right, title, interest, claim or demand whatsoever of Grantor, either at law or in equity, in and to the Awards, or payments or proceeds with respect to casualties.

1.19 Rents. All of the rents, revenues, income, royalties, profits, deposits, tenders and other benefits payable under any Leases or otherwise arising from the use and enjoyment of all or any portion of the Real Property.

1.20 Security Agreement. The security agreement contained in this Trust Deed wherein Grantor grants a security interest in the Personalty and the Fixtures to Beneficiary.

1.21 Security Documents. The following:

1.21.1 This Trust Deed and Security Agreement and Assignment of Leases;

1.21.2 All other trust deeds, deeds of trust, mortgages, debentures, and other security agreements given by Grantor to, or in favor of Beneficiary, securing the Indebtedness or Obligations.

1.22 Trustee. The entity named as such in the preamble of this Trust Deed, its successors and assigns, and any successor trustee appointed by Beneficiary.

1.23 Vendee's Interest. The vendee's interest in the land sale contracts for the purchase of certain parcels of the Land, more particularly identified on Exhibit C, attached hereto.

## SECTION 2. GRANT.

2.1 Grant. To secure the payment of the Indebtedness, and performance and satisfaction of the Obligations, Grantor hereby grants, bargains, sells and conveys to Trustee, in trust for Beneficiary, with power of sale, the Real Property, subject to the Prior Loans, restrictions, reservations, covenants and easements of public record. This grant and conveyance in trust shall also constitute an assignment of the Vendee's Interest for security purposes.

2.2 Counterparts. This Trust Deed is executed in several counterparts for convenience in recording in the states and counties in which the Land is situated, and may, at Beneficiary's option, upon the occurrence of an Event of Default, be foreclosed as a

single Trust Deed and assignment of Vendee's Interest in any county in which one or more parcels of the Land is situated.

2.3 Reconveyance. When the Indebtedness is paid in full as and when the same becomes due, and the Obligations are fully performed, observed and discharged, then the Security Documents and the estate and rights granted by Grantor shall terminate and shall be released and reconveyed by Beneficiary, at the cost and expense of Grantor.

### SECTION 3. SECURITY INTEREST AND ASSIGNMENT OF LEASES AND RENTS.

3.1 Security Agreement. This Trust Deed shall constitute a "security agreement" within the meaning of, and shall create a security interest under, the Oregon or Washington Uniform Commercial Code, as the case may be, in the Personalty, the Fixtures and the Leases and Rents. As to the Personalty and the Fixtures, in the event of a conflict between the terms, covenants and conditions of this Section 3 and Section 2 above, the grant, transfer and assignment provisions of this Section 3 shall control over the grant and trust provisions of Section 2 above.

3.2 Security Interest Granted. Grantor hereby grants to Beneficiary a security interest in the Personalty, the Fixtures and the Leases and Rents, and Beneficiary shall have all rights with respect thereto afforded to it by the Oregon or Washington Uniform Commercial Code, as the case may be, in addition to, but not in limitation of, the other rights afforded Beneficiary by the Security Documents and this Trust Deed.

3.3 Financing Statements. Grantor shall execute and deliver to Beneficiary in a form satisfactory to Beneficiary, such financing statements and other further assurances as Beneficiary may, from time to time, consider reasonably necessary to create, perfect and preserve Beneficiary's security interest in the Personalty, the Fixtures, the Leases and Rents. Beneficiary, at the expense of Grantor, shall cause such statements and assurances to be recorded and re-recorded, filed and refiled, at such times and places as may be required or permitted by law to create, perfect and preserve such liens.

3.4 Assignment of Leases and Rents. To further secure the Note and payment of the Indebtedness and the observance, performance and discharge of the Obligations, Grantor hereby absolutely and irrevocably assigns and transfers to Beneficiary, all of Grantor's right, title and interest in and to the Leases and in the Rents. Grantor hereby appoints Beneficiary, its true and lawful attorney-in-fact, in Beneficiary's name, place and stead, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, either in Grantor's or Beneficiary's, name, for all Rents! Notwithstanding this Assignment of Leases and Rents, as long as no Event of Default has occurred, Grantor shall have the right to collect, retain and enjoy all Rents. This Assignment shall not be deemed or construed to constitute Beneficiary or Trustee as a mortgagee in possession nor obligate

Beneficiary or Trustee to take any action, to incur any expense, or perform or discharge any obligation, duty or liability under the Leases.

#### SECTION 4. COVENANTS.

Until the entire Indebtedness has been paid in full and the Obligations satisfied, Grantor covenants and agrees as follows:

4.1 Compliance With Laws. Grantor will promptly and faithfully comply with, conform to and obey all present and future laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority, agency, or similar governmental or quasi-governmental body exercising governmental or regulatory functions, which may be applicable to Grantor or the Real Property, or the use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Real Property, or any part thereof, whether or not such law, ordinance, rule, order, regulation or requirement necessitates structural changes or improvements or interferes with the use or enjoyment of the Real Property.

4.2 Payment of Impositions. Grantor will duly pay and discharge, or cause to be paid and discharged, the Impositions. Installments thereof shall be paid prior to the day before any fine, penalty, interest or cost may be added thereto or imposed by law for the non-payment thereof.

4.3 Repair. Grantor will keep the Real Property and Personalty in good order, condition and repair and shall make all necessary or appropriate repairs, replacements and renewals thereof, and will use its best efforts to prevent any act or thing which might impair the value or usefulness of the Real Property. Grantor shall not make any alterations or additions to the Improvements or remove any of the Improvements if such alterations, additions or removal would impair the value of the Real Property.

4.4 Disposition of Personalty and Fixtures. The Company shall not sell, exchange, lease or otherwise dispose of all or substantially all of the Personalty or Fixtures or suffer or permit any lien, levy or attachment thereon, security interest therein, or financing statement to be filed with reference thereto, superior in right to the lien created by this Trust Deed. This restriction shall not be construed to prevent the Company from selling or otherwise disposing of items of Personalty or Fixtures in anticipation of replacement thereof. The Company may grant purchase money security interests in the replacement items. Proceeds of items of the Personalty or Fixtures sold and not replaced within thirty (30) days of such sale shall be paid to Beneficiary and applied in the manner provided in Section 8.

4.5 Insurance Required. Grantor shall obtain and continuously maintain throughout the term of this Trust Deed insurance upon the Improvements, Fixtures and Personalty against loss by fire and other casualties as are normally and usually covered by



special extended coverage or "all-risk" policies in effect in the locality where the Land is situated and such other risks as may be reasonably specified by Beneficiary, from time to time, in amounts and with insurers acceptable to Beneficiary, but not less than the full replacement value of the Improvements, Fixtures and Personalty. Such policy or policies of insurance shall name Beneficiary as additional insureds, and shall require at least thirty (30) days notice to Beneficiary before cancellation, expiration or material change to such policy. Each policy shall contain an "agreed amount endorsement" or similar provision that will prevent loss of coverage or reduction in proceeds due to the operation of a co-insurance or contribution clause. For purposes of these provisions, "full replacement value" shall be equal to the cost of replacing the Improvements, Fixtures and Personalty. Grantor shall provide Beneficiary with a copy of all insurance policies required by these provisions, or certificates thereof, satisfactory to Beneficiary and shall, from time to time, upon request by Beneficiary, furnish a statement of Grantor of the amounts of insurance maintained in compliance with these provisions, the risks covered by such insurance, the insurance company or companies which carry such insurance and evidence that the premiums thereon have been paid.

4.6 Restoration Following Casualty. In the event of any casualty resulting in damage, loss or destruction of the Improvements, Fixtures or Personalty, Grantor shall give prompt notice thereof to Beneficiary, and Grantor shall promptly restore, repair or replace the damaged, lost or destroyed Improvements, Fixtures or Personalty to a value and condition that is equal to or better than the value and condition existing immediately prior to such damage, loss or destruction.

4.7 Application of Insurance Proceeds. If at the time of damage, loss or destruction of the Improvements, Fixtures or Personalty, for which proceeds are payable under Grantor's insurance policies, an Event of Default has occurred and is continuing or an event as occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute an Event of Default, then all insurance proceeds shall be applied in the same manner as specified in Section 7.2 below. Otherwise, the proceeds may be used by Grantor for repair, replacement or restoration of damaged, lost or destroyed Improvements, Fixtures or Personalty for which the proceeds have been paid or are payable. Beneficiary may require the proceeds to be deposited or held in such a manner as to reasonably insure their application by Grantor for restoration, repair or replacement.

4.8 Lease Agreement. Grantor will promptly perform all covenants and agreements under any Leases and any other agreements to which it is a party with respect to the Real Property or any part thereof, and will use its best efforts to enforce and secure the performance of each and every obligation and undertaking of any and all Leases. Grantor shall exercise sound business judgment with respect to the above or the execution, termination, modification, or extension of any Lease.

4.9 Payment of Rents. Grantor agrees that the lessees under any Lease, upon notice from Beneficiary of an Event of Default, shall thereafter pay to Beneficiary the Rents then due, and to become due under any Lease without any obligation to determine whether

or not an Event of Default does in fact exist. Until the occurrence of an Event of Default, Grantor shall be entitled to collect Rents as and when they become due and payable, but not more than thirty (30) days in advance.

4.10 Inspection. Beneficiary shall have the right, individually or through its agents, at all reasonable times, upon giving not less than twenty-four (24) hours prior notice, to inspect the Real Property and Personalty.

4.11 Indemnification. Grantor will defend (or at Beneficiary's option pay the expenses of Beneficiary to defend), indemnify and hold Beneficiary harmless for, from and against any action, claim, proceeding, liability or obligation affecting, arising out of or in any way relating to the Real Property or Personalty or Grantor's use thereof, or any action or proceeding purporting to affect the security of this Trust Deed or the rights or powers of Beneficiary hereunder. Grantor's obligations under this Section 4.11 shall survive the termination of this Trust Deed.

4.12 Books and Records. Grantor shall maintain complete books of account and other records relating to the Real Property and Personalty, and shall furnish or cause to be furnished to Beneficiary such financial data and other information, including, without limitation, copies of any Leases, as Beneficiary may, from time to time, reasonably request. Beneficiary shall have the right, at reasonable times and upon reasonable advance notice, to examine and make copies of Grantor's records and books of account which pertain to the Real Property and Personalty.

4.13 Awards. Grantor will file and prosecute its claim or claims for any Awards in good faith and with due diligence and cause the same to be collected and paid over to Beneficiary to the extent permitted pursuant to Section 7.

4.14 Licenses. Grantor shall keep in full force and effect all licenses, permits and other governmental approvals which are necessary for the operation of the Real Property, and shall furnish evidence satisfactory to Beneficiary that the Real Property and the use thereof comply with all applicable zoning and building laws, regulations and ordinances.

4.15 Construction Liens. Grantor shall not permit or suffer any construction or similar lien on any of the Real Property, except as such liens may be filed in the normal course by contractors, materialmen and the like. Grantor shall remove or cause the removal of all such liens by payment of amounts due on account thereof. If Grantor desires to contest any such lien, immediately upon the commencement of any litigation concerning the same, Grantor may contest the lien by posting a bond necessary for its removal.

## SECTION 5. EVENTS OF DEFAULT.

The occurrence of one or more of the following shall constitute an "Event of Default":



5.1 Failure of Grantor to make any payment of principal or interest when due under the Note and such failure continues for ten (10) days after written notice of such failure is given to Grantor.

5.2 Failure of Grantor to pay any of the Indebtedness, other than as specified in Section 5.1 above, when due and such failure continues for ten (10) days after written notice of such failure is given to Grantor.

5.3 Failure of Grantor to observe or perform any of the Obligations, other than as specified in Section 5.1 and 5.2 above, and such failure continues for a period of thirty (30) days after written notice thereof is given to Grantor, unless such failure, if curable, requires work to be performed, acts to be done, or conditions to be remedied, which by their nature cannot be performed or remedied, as the case may be, within such 30-day period, and Grantor commences to cure such failure promptly within such 30-day period and thereafter diligently and continuously processes the same to completion, but in no event shall the period for cure in such case exceed ninety (90) days unless otherwise agreed by Beneficiary.

5.4 Upon the occurrence of a default, uncured after thirty (30) days, in any Permitted Encumbrance.

5.5 If Mortgager shall (a) voluntarily be adjudicated a bankrupt or insolvent, (b) procure, permit or suffer the voluntary or involuntary appointment of a receiver, trustee or liquidator for itself or for all or any part of its property, (c) file any petition seeking a discharge, rearrangement or reorganization of its debts pursuant to bankruptcy laws or any other debtor relief laws of the United States or any state, (d) make a general assignment for the benefit of its creditors, or (e) admit in writing its inability to pay its debts as they mature.

5.6 If (a) a petition is filed against Grantor seeking to rearrange, reorganize or extinguish its debts under the provisions of any bankruptcy or other debtor relief law of the United States or any state which is not discharged within thirty (30) days after the date of filing, or (b) a court of competent jurisdiction enters an order, judgment or decree appointing, without the consent of Grantor, a receiver or trustee for it or for all or any part of its property, which appointment is not terminated within sixty (60) days of such appointment.

5.7 A Material falsity or misrepresentation shall exist in any warranty or representation made by the Grantor, as of the date when made, in, under or pursuant to the Security Documents or the Purchase Agreement and such falsity or misrepresentation is not cured by the Grantor within thirty (30) days after written notice of such falsity or misrepresentation is given by Beneficiary.

5.8 Upon the sale of any of the Real Property, or any portion thereof, or any interest therein, whether by deed, conveyance, contract, or assignment of a Vendee's Interest, or otherwise, or, in the event Grantor encumbers or suffers an encumbrance

superior to the lien granted herein of any of the Real Property, without payment of the applicable release amount specified in Section 8 below.

5.9 If Grantor shall dissolve, liquidate, or merge or consolidate into any other entity.

5.10 If there shall be a default by Grantor under any of the Prior Loan Documents (defined below), which default is not cured within any applicable grace period or all or any part of the underlying indebtedness which is secured by any of the Prior Loan Documents shall be in any way amended or modified without the prior written consent of Beneficiary.

## SECTION 6. REMEDIES.

Upon the occurrence of an Event of Default, Beneficiary may, at its option, by or through Trustee, or otherwise, exercise any one or more of the following remedies:

6.1 Acceleration. Declare the unpaid portion of the Indebtedness to be immediately due and payable.

6.2 Foreclosure. Foreclose this Trust Deed, either in equity as a mortgage in the manner provided by law for mortgage foreclosures, or non-judicially by directing the Trustee to foreclose this Trust Deed by advertisement and sale in the manner provided by law.

6.3 UCC Remedies. Exercise any and all remedies available to Beneficiary under the Oregon or Washington Uniform Commercial Code, as applicable.

6.4 Receiver. Beneficiary shall be entitled, as a matter of right, without notice and ex parte, without regard to the value or occupancy of the security, or the solvency of Grantor, to have a receiver appointed to enter upon and take possession of the Real Property, collect the Rents therefrom, and apply the same as the court may direct. Any receiver appointed may serve without bond. Beneficiary shall not be disqualified to serve as receiver. The receiver may take possession of, and for these purposes use, any and all Personalty. The expense of the receivership (including counsel fees and other costs) shall be secured by this Trust Deed.

6.5 Remedies Cumulative and Concurrent. The rights and remedies of Beneficiary as provided in the Note, this Trust Deed and in the other Security Documents, shall be cumulative and concurrent and may be pursued separately, successively, or together against Grantor or against other obligors, or against the Real Property, or any one or more of them, at the sole discretion of Beneficiary, and may be exercised as often as occasion therefore shall arise.

6.6 Non-Waiver. The election of Beneficiary not to exercise any option or remedy which it may have under this Trust Deed with respect to any Event of Default shall not be deemed a waiver of Beneficiary's right to exercise such rights or options as to any subsequent Event of Default, nor shall it be deemed a waiver with respect to that Event of Default or any other remedy available to Beneficiary under this Trust Deed, the other Security Documents, or applicable law.

## SECTION 7. CONDEMNATION.

7.1 Condemnation. Grantor hereby assigns to Beneficiary all rights of Grantor to any Award or payment pertaining to the following:

7.1.1 Any taking of more than 50% of the Real Property as a result of, or by agreement and anticipation of, the exercise of the right of eminent domain;

7.1.2 Any such taking of more than 50% of any appurtenances to the Real Property or of any areas or projections outside the boundaries of the Land, or rights in, under or above the alleys, streets or avenues adjoining the Land, or rights and benefits of light, air, view or access to such alleys, streets or avenues or the taking of space or rights therein, below the level of, or above the Land; and

7.1.3 Any damage to more than 50% of the Real Property due to governmental action, not resulting in an actual taking of any portion of the Real Property, such as, without limitation, the changing of the grade of any street adjacent to the Land.

Grantor hereby agrees to file and prosecute its claim or claims for any such Award, or payment in good faith and with due diligence and cause the same to be collected and paid over to Beneficiary, and hereby irrevocably authorizes and empowers Beneficiary, in the name of Grantor or otherwise, to collect and receive any such Award or payment and, in the event Grantor fails to act, or in the event that an Event of Default has occurred and is continuing, to file and prosecute such claim or claims.

7.2 Application of Proceeds. All proceeds received by Beneficiary with respect to a taking pursuant to Section 7.1 shall be applied as follows:

7.2.1 First, to reimburse Beneficiary for all costs and expenses, including reasonable attorney fees incurred in connection with collecting the proceeds;

7.2.2 Second, to Grantor for the purpose of and to the extent necessary for repair or restoration of Land and/or Improvements damaged by the taking, to the extent the Award includes sums for such damage.

7.2.3 Third, to the payment of accrued and unpaid interest on the Note;

7.2.4 Fourth, to the prepayment of unpaid principal of the Note; and

7.2.5 Fifth, to the payment of the balance of the Indebtedness.

The balance, if any, shall be paid to Grantor.

7.3 Application of Award Proceeds If Less than 50% Taking. If at the time of any Award, an Event of Default has occurred and is continuing or an event has occurred and is continuing which with the passage of time or the giving of a notice, or both, would constitute an Event of Default, then all Award proceeds shall be applied in the same manner as specified in Section 7.2 above. Otherwise, the proceeds may be used by Grantor for repair, replacement or restoration of the Real Property consistent with rebuilding, to the extent possible, the Real Property. Beneficiary may require the Award proceeds to be deposited or held in such a manner as to reasonably insure its application by Grantor for such uses.

## SECTION 8. RELEASE OF REAL PROPERTY.

Beneficiary shall release the lien of this Trust Deed with respect to the Real Property comprising the properties described on Exhibit A upon the payment to Beneficiary of an amount equal to 125% of the agreed values set forth on Exhibit D. The release shall be accomplished by a reconveyance of this Trust Deed and a partial termination of any applicable UCC financing statements pertaining to the Real Property to be released, upon request by Grantor accompanied by a tender of the release amount. The release amount shall be applied as follows:

8.1 First, to the payment of accrued and unpaid interest on the Note;

8.2 Second, to the prepayment of unpaid principal on the Note; and

8.3 Third, to the payment of the balance of the Indebtedness.

## SECTION 9. MISCELLANEOUS.

9.1 Beneficiary's Right to Act. Upon an Event of Default, Beneficiary may, at its option and without waiver of the Event of Default, perform and cure the same on behalf of Grantor. Expenditures made or charges incurred by Beneficiary for the foregoing purposes shall be paid by Grantor to Beneficiary immediately upon demand and shall be secured by this Trust Deed. Any such expenditures made or charges incurred by Beneficiary which are not immediately repaid shall bear interest at the Default Rate specified in the Note, from

the date paid or incurred by Beneficiary until repaid. Beneficiary may at its option bring an action to collect all or any part of such expenditures without foreclosing this Trust Deed and without affecting its right to foreclose judicially or non-judicially at any future time. Beneficiary shall not be required to inquire into the validity of any lien, encumbrance or claim in advancing monies as authorized by this subsection. Nothing herein shall require Beneficiary to advance monies for any purpose or to do any other act, and Beneficiary shall not incur any personal liability because of its action or inaction under this subsection.

9.2 Attorney Fees and Costs. Grantor shall pay all costs and expenses, including without limitation cost of title searches and title policy commitments, court costs and reasonable attorneys' fees, incurred in enforcing payment and performance of the Obligations or in exercising the rights and remedies of Beneficiary hereunder. Such court costs and attorneys' fees shall be set by the court and not by jury, shall be included in any judgment obtained by Beneficiary, shall be added to the Obligations and shall be secured by this Trust Deed.

9.3 Successor Trustee. For any reason permitted by law, Beneficiary may, from time to time, appoint a successor to Trustee or any, successor trustee. Upon such appointment and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon Trustee herein. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, containing reference to this Trust Deed, and its placing of record shall be conclusive proof of proper appointment of the successor trustee.

9.4 Applicable Law. If the Real Property set forth on Exhibit A is located, and this Trust Deed is recorded, in the State of Oregon, this Trust Deed shall be governed by and construed according to the laws of the State of Oregon. If the Real Property set forth on Exhibit A is located, and this Trust Deed is recorded, in the State of Washington, this Trust Deed shall be governed by and construed according to the laws of the State of Washington.

9.5 Severability. Each provision of this Trust Deed shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Trust Deed shall be deemed to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Trust Deed.

9.6 Subordinate Trust Deed. The interest of Beneficiary in the Real Property as created by this Trust Deed, is junior, subject and subordinate to the rights and liens created by the documents and instruments securing the Prior Loans (the "Prior Loan Documents"). Grantor hereby covenants and agrees (a) to duly and punctually perform, observe and pay all of the covenants, terms, provisions, conditions, agreements and payments required to be performed, observed or paid pursuant to the Prior Loan Documents; (b) that so long as the Indebtedness remains outstanding and the Obligations unsatisfied, Grantor will not amend

or modify the Prior Loan Documents or the Prior Loans secured thereby without the prior written consent of Beneficiary, and (c) to furnish to Beneficiary promptly (and in all events within three (3) days after receipt thereof), copies of all notices, demands or other communications received from any other party in connection with the Prior Loans, or sent by Grantor or any other party in connection with the Prior Loans.

9.7 Entire Agreement; Amendments. This Trust Deed, together with all exhibits hereto, contains all of the agreements, representations and warranties between the parties hereto, and supersedes any discussions, correspondence, understandings or agreements heretofore had between the parties. All such prior discussions, correspondence, understandings or agreements are merged into this Trust Deed, which alone fully and completely expresses the agreement and understandings of the parties hereto with respect to the subject matter hereof. This Trust Deed may not be amended or modified except in writing executed by each of the parties hereto.

9.8 Notices. All notices, requests, demands or other communications ("Notices") required or desired to be given pursuant to this Trust Deed shall be in writing and served by personal delivery or deposited with U.S. Postal Service, certified mail, return receipt requested, with proper postage affixed, addressed and delivered to the party to receive the same as follows:

If to Grantor:	ABRE, L.L.C. 2722 N.E. Stephens Street Roseburg, Oregon 97470
If to Beneficiary:	Abby's, Inc. 1960 River Road Eugene, Oregon 97404
If to Trustee:	First American Title Insurance Company c/o Commercial Title Co. 563 S.E. Main Street Roseburg, Oregon 97470

9.9 Relationship of Parties. Nothing herein shall be construed to establish an agency, partnership, joint venture or employment relationship between Grantor and Beneficiary for any purpose.

9.10 Successors and Assigns. This Trust Deed, together with its benefits and subject to its burdens, shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, and permitted successors and assigns.



9.11 Waiver. The waiver by Beneficiary of the performance of any covenant or condition hereunder shall not invalidate this Trust Deed, nor shall it be considered to be a waiver by Beneficiary of any other covenant or condition hereunder. The waiver by Beneficiary of the time for performing any act shall not constitute a waiver of the time for performing any other act or incidental act required to be performed by Grantor at a later time.

9.12 Construction. This Trust Deed shall be construed as a whole and in accordance with its fair meaning without regard to any presumption or other rule requiring construction against the party preparing this Trust Deed or any part hereof.

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

By:   
B. Mills Sinclair  
Managing Member

STATE OF OREGON,

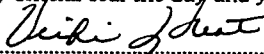
County of Douglas } ss.

FORM No. 23—ACKNOWLEDGMENT.  
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BE IT REMEMBERED, That on this 28th day of June, 19 95,  
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within  
named \*\*B. Mills Sinclair, a Managing Member of ABRE, L.L.C., an  
Arizona limited liability company\*\*  
known to me to be the identical individual described in and who executed the within instrument and  
acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.





Notary Public for Oregon

My commission expires .....

## PARCEL 1

## 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.

## PARCEL 2

## 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.

## PARCEL 3

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.

EXCEPTING THEREFROM the West 10.0 feet thereof. ALSO LESS AND EXCEPT that portion conveyed to the State of Oregon by instrument recorded April 5, 1989, as Document No. 89-04625, Official Records of Josephine County, Oregon.

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.

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 centerline 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.

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 1 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. EXCEPTING THEREFROM 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.

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 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. EXCEPTING THEREFROM 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.

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 East 50 feet to the true point of beginning. EXCEPTING THEREFROM 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. EXCEPTING THEREFROM 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 5

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.

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## PARCEL 6

## PARCEL 1:

The following described real property situate in Klamath County, 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 describes 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.  $34^{\circ}07'30''$  E. 53.32 feet and S.  $89^{\circ}30'00''$  E. 209.67 feet distant; thence S  $34^{\circ}07'30''$  W. along said right-of-way line of Austin Street 100.00 feet to a 5/8 inch aluminum capped rebar; thence S.  $55^{\circ}52'30''$  E. 255.00 feet to a 5/8 inch aluminum capped rebar; thence N.  $34^{\circ}07'30''$  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.  $0^{\circ}21'15''$  E. parallel to said Tract 33A boundary 6.00 feet to a 5/8 inch aluminum capped rebar; thence N.  $55^{\circ}52'30''$  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 the adjacent property and for walkway purposes along the Southeasterly 140.0 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.

## PARCEL 2:

A tract of land situated in Tract 33A Enterprise Tracts, in the NW 1/4 of Section 3, Township 39 South, Range 9 E.W.M., Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the East line of said Tract 33A from which the Northeast corner of said Tract 33A bears N  $00^{\circ}21'15''$  E 203.65 feet more less; thence N  $55^{\circ}52'30''$  W 36.09 feet to the northeasterly corner of that tract of land described in Volume M72 page 6088 of the Klamath County Deed Records; thence along the easterly line of said tract S  $00^{\circ}21'15''$  W 6.09 feet (6.00 by deed), S  $34^{\circ}07'30''$  W 94.94 feet (95.05 by deed) to the southeasterly corner of said tract; thence S  $55^{\circ}52'30''$  E 99.58 feet to a point on the East line of said Tract 33A; thence N  $00^{\circ}21'15''$  E 120.30 feet to the point of beginning, containing 6623 square feet and with bearings based on R.O.S. No. 3672 as filed with the Klamath County Surveyor.

## PARCEL 7

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  $89^{\circ} 58'$  West, 735.70 feet along the South line of said Claim to an intersection of the Westerly boundary of the Pacific Highway; thence North  $26^{\circ} 29'$  West, along said Highway boundary 1078.5 feet to a 1 inch pipe for the true point of beginning; thence continue North  $26^{\circ} 29'$  West, along said Highway boundary, 43.34 feet to the South boundary of Melrose Avenue-Barnett Road extension; thence along said boundary line, South  $89^{\circ} 37' 40''$  West, 183.99 feet; thence South  $0^{\circ} 22' 20''$  West, 22.56 feet; thence South  $35^{\circ} 07' 30''$  East, 135.75 feet; thence North  $63^{\circ} 33' 00''$  East, 154.74 feet to the Westerly boundary of the Pacific Highway; thence North  $26^{\circ} 29'$  West, along said Highway boundary 30.0 feet to the true point of beginning.

## PARCEL 8

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.

## PARCEL 9

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 Half as heretofore conveyed by Warranty Deed recorded July 3, 1978 as Document No. 78-14884, Official Records of Jackson County, Oregon.

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.

## PARCEL 10

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.

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.

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 50 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.

PARCEL ONE

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. 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.

PARCEL TWO

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 Lots 3 and 4, Thomas Addition to Fruitvale. ALSO, that part of vacated William Street that inured thereto on vacation thereof.

PARCEL THREE

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 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 FOUR

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.  
ALSO EXCEPTING therefrom that portion described in deed to State of Oregon, Department of Transportation, recorded April 16, 1993, in Book 1230, Page 488, Recorder's No. 93-8011, records of Douglas County, Oregon.

PARCEL FIVE

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 12

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.

## PARCEL 14

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  $30^{\circ} 12'$  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  $30^{\circ} 12'$  East 131.03 feet to the point of beginning.

## PARCEL 15

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.

## PARCEL 16

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

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18187

PARCEL 17

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

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## PARCEL 18

## WILKES DRIVE PROPERTY:

Beginning at a point in the center of a certain road, 178 feet South 88° 03' East from a point 13.2 feet North of the Northwest corner of the L. Poindexter Donation Land Claim No. 52, in Township 17 South, Range 4 West of the Willamette Meridian; run thence North 369.52 feet; thence South 89° 35' East 277.7 feet to the West boundary of a tract conveyed to Lane County, Oregon, by deed recorded February 18, 1957, Reception No. 6348, Lane County Oregon Deed Records; thence South along the West boundary of said tract 378 feet; more or less, to the center of the above described road; thence North 88° 03' West 278 feet to the point of beginning, being a part of Donation Land Claim No. 57, Township 17 South, Range 4 West, Willamette Meridian, in Lane County, Oregon.

EXCEPTING THEREFROM that portion described in deed to Lane County, recorded July 16, 1971, Reception No. 55263, Lane County Oregon Official Records.

ALSO EXCEPT: Beginning at a point being North 32.97 feet and East 244.07 feet from the Northwest corner of the L. Poindexter Donation Land Claim No. 52, Township 17 South, Range 4 West of the Willamette Meridian, said point being on the Northerly margin of Wilkes Drive; thence along the Northerly margin along the arc of a 2824.79 foot radius curve right (the chord of which curve bears North 84° 15' 30" West, 65.19 feet) a distance of 65.19 feet; thence continuing along said margin North 83° 35' 50" West, 1.15 feet; thence leaving said margin North 166.26 feet; thence East 66.00 feet; thence South 172.91 feet to the point of beginning, in Lane County, Oregon.

ALSO EXCEPT: Beginning at a point being North 234.36 feet and East 455.76 feet from the Northwest corner of the L. Poindexter Donation Land Claim No. 52, Township 17 South, Range 4 West of the Willamette Meridian, said point being on the Westerly margin of Scenic Drive; thence along the Westerly margin South 70.00 feet; thence leaving said margin West 145.69 feet; thence North 70.00 feet; thence East 145.69 feet to the Point of Beginning, in Lane County, Oregon.



18189

PARCEL 19

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 18158

By Bernetha G. Letsch, County Clerk  
[Signature]

FEE \$170.00