

7821

Supp. to Common RUS-CFC Elec. Mtg.

11/94

SUPPLEMENT, dated as of September 25, 1995, to RESTATED MORTGAGE AND SECURITY AGREEMENT made by and among MIDSTATE ELECTRIC COOPERATIVE, INC. (hereinafter called the "Mortgagor"), a corporation existing under the laws of the State of Oregon, UNITED STATES OF AMERICA (hereinafter called the "Government") acting through the Administrator of the Rural Utilities Service (hereinafter called "RUS"), successor to the Administrator of the Rural Electrification Administration and NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION (hereinafter called "CFC"), a corporation existing under the laws of the District of Columbia (the Government and CFC being hereinafter sometimes collectively called the "Mortgagees").

WHEREAS, pursuant to Public Law No. 103-354, the Rural Utilities Service (hereinafter sometimes called "RUS") is the successor to the Rural Electrification Administration (hereinafter sometimes called "REA") and the Administrator of the Rural Utilities Service is the successor to the Administrator of the Rural Electrification Administration and, for the purposes of the "Mortgage" (as hereinafter defined), as amended, the terms "REA" and "Administrator" shall be deemed to mean respectively "RUS" and "Administrator of the RUS";

WHEREAS, the Mortgagor, for value received, has heretofore duly authorized and executed, and has delivered to the Government, or has assumed the payment of, certain mortgage notes all payable to the order of the Government, in installments, of which certain mortgage notes (hereinafter collectively called the "Outstanding RUS Notes") identified in the seventh recital hereof (hereinafter called the "Instruments Recital") are now outstanding and owned by the Government; and

THIS INSTRUMENT GRANTS A SECURITY INTEREST IN A TRANSMITTING UTILITY

AFTER ACQUIRED PROPERTY IS COVERED IN THIS INSTRUMENT

RUS Designation: OREGON 39-Y61 KLAMATH

No. 7

After recording return to:

Wm. G. Sheridan, Jr.
800 American Bank Building
621 S.W. Morrison
Portland, OR 97205-3811

90.00
CK

WHEREAS, the Mortgagor, for value received, has heretofore duly authorized and executed, and has delivered to CFC, or has assumed the payment of, a certain mortgage note, or certain mortgage notes, all payable to the order of CFC, in installments, of which the certain mortgage note or notes (hereinafter collectively called the "Outstanding CFC Note(s)") identified in the Instruments Recital are now outstanding and owned by CFC (the Outstanding RUS Notes and the Outstanding CFC Note(s) being hereinafter collectively called the "Outstanding Notes"); and

WHEREAS, the Outstanding Notes are secured by the security instrument(s) (hereinafter collectively called the "Mortgage") made by the Mortgagor to the Mortgagees and identified in the Instruments Recital; and

WHEREAS, the Mortgagor has determined to borrow additional funds from the Government, and has accordingly duly authorized, executed and delivered to the Government its mortgage note or notes (identified in the Instruments Recital and hereinafter collectively called the "Concurrent RUS Note(s)") to be secured by the Mortgage, as amended and supplemented hereby, of the property hereinafter described; and

WHEREAS, the Mortgagor has determined to borrow additional funds from CFC, and has accordingly duly authorized, executed and delivered to CFC its mortgage note or notes (identified in the Instruments Recital and hereinafter collectively called the "Concurrent CFC Note") to be secured by the Mortgage, as amended and supplemented hereby, of the property hereinafter described; and

WHEREAS, the Government and CFC desire to amend and supplement the Mortgage; and

WHEREAS, the instruments referred to in the preceding recitals are hereby identified as follows:

INSTRUMENTS RECITAL

"Concurrent RUS Note(s)": (Of even date herewith):

Principal
Amount
\$4,171,000

Interest Rate
(per annum)
Determined by
advance

Final
Payment Date
Thirty-five (35)
years from the
date thereof

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"Concurrent CFC Note": (Of even date herewith):

Principal <u>Amount</u>	Interest Rate <u>(per annum)</u>	Final <u>Payment Date</u>
\$1,788,000	variable	Thirty-five (35) years from the date thereof

"Outstanding RUS Notes":

Fifteen (15) certain mortgage notes in an aggregate principal amount of \$15,741,000, all of which will finally mature on or before July 23, 2025.

"Outstanding CFC Note(s)":

Nine (9) certain mortgage note(s) in an aggregate principal amount of \$3,572,258, all of which will finally mature on or before July 23, 2025.

"Mortgage":

<u>Instrument</u>	<u>Date</u>
Restated Mortgage and Security Agreement	July 23, 1990

WHEREAS, the Government is the owner of the Outstanding RUS Notes; CFC is the owner of the Outstanding CFC Note(s); and the Mortgagees are the owners of the Mortgage; and

WHEREAS, it was the intention of the Mortgagor at the time of the execution of the Mortgage (or, if the Mortgage consists of more than one instrument, at the time of the execution of the earliest instrument thereof) that the property of the Mortgagor of the classes described therein, as being mortgaged or pledged thereby, or intended so to be, whether then owned or thereafter acquired, would secure certain notes of the Mortgagor executed and delivered prior to the execution and delivery of the Mortgage (or, if the Mortgage consists of more than one instrument, prior to the execution and delivery of the earliest instrument thereof), and certain notes of the Mortgagor when and as executed and delivered under and pursuant to the Mortgage, as from time to time amended or supplemented, and it is intended by the Mortgagor to confirm hereby the Mortgage and the property therein described as being mortgaged

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or pledged, or intended so to be, as security for the Outstanding Notes, and other notes of the Mortgagor when and as executed and delivered under and pursuant to the Mortgage, as amended and supplemented hereby; and

WHEREAS, the Mortgage provides that the Mortgagor shall, upon the written demand of the Government or CFC duly authorize, execute, and deliver and record and file all such supplemental mortgages and conveyances as may reasonably be requested by the Government or CFC to effectuate the intention of the Mortgage and to provide for the conveying, mortgaging and pledging of the property of the Mortgagor intended to be conveyed, mortgaged or pledged by the Mortgage to secure the payment of the principal of and interest on notes executed and delivered thereunder and pursuant thereto, or otherwise secured thereby, the Government and CFC have in writing requested the execution and delivery of this Supplement (hereinafter called "this Supplemental Mortgage") to the Mortgage pursuant to such provision; and

WHEREAS, it is further intended by the Mortgagor, at the request and with the consent of the Mortgagees, to amend the Mortgage in the respects hereinafter set forth; and

WHEREAS, all acts, things, and conditions prescribed by law and by the articles of incorporation and bylaws of the Mortgagor have been duly performed and complied with to authorize the execution and delivery hereof and to make the Mortgage, as amended and supplemented hereby, a valid and binding mortgage to secure the Outstanding Notes and other notes of the Mortgagor when and as executed and delivered under and pursuant to the Mortgage, as amended and supplemented hereby; and

WHEREAS, the Government and CFC are authorized to enter into this Supplemental Mortgage; and

WHEREAS, to the extent that any of the property described or referred to herein or in the Mortgage is governed by the provisions of the Uniform Commercial Code of any state (hereinafter called the "Uniform Commercial Code"), the parties hereto desire that this Supplemental Mortgage and the Mortgage collectively be regarded as a "security agreement" under the Uniform Commercial Code and that this Supplemental Mortgage be regarded as a "financing statement" under the Uniform Commercial Code for said security agreement.

NOW, THEREFORE, in consideration of the premises and the sum of \$5 in hand paid by the Mortgagees to the Mortgagor, the receipt whereof by the Mortgagor prior to the execution and delivery of this Supplemental Mortgage is hereby acknowledged, this Supplemental Mortgage witnesseth as follows:

1. The Mortgagor has executed and delivered this Supplemental Mortgage and has granted, bargained, sold, conveyed, warranted, assigned, transferred, mortgaged, pledged and set over, and by these presents does hereby grant, bargain, sell, convey, warrant, assign, transfer, mortgage, pledge and set over, unto the Mortgagees and their respective assigns, all and singular the real and personal property described in the Mortgage as being mortgaged thereby and all and singular the real and personal property of the Mortgagor falling within the classes of property embraced in the description of the "Mortgaged Property" set forth in the Mortgage, including, without limitation, all and singular the real and personal property of said description heretofore or hereafter acquired by or constructed by or on behalf of the Mortgagor, and wheresoever situate, including, without limitation, the "Existing Electric Facilities" identified and the real estate specifically described (by reference to deeds or otherwise) in the Mortgage and mortgaged thereby (except such portions, if any, thereof as have been released prior to the execution and delivery of this Supplemental Mortgage), and including, without limitation, the real properties described in Exhibit A attached hereto and made a part of this Supplemental Mortgage;

TOGETHER WITH all plants, works, structures, erections, reservoirs, dams, buildings, fixtures and improvements now or hereafter located on any of the real properties described in Exhibit a, and all tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any wise appertaining.

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AND ALSO including, without limitation:

I

All right, title and interest of the Mortgagor in and to all extensions and improvements of the "Existing Electric Facilities", as provided above, and additions thereto, including all substations, service and connecting lines (both overhead and underground), poles, towers, posts, crossarms, wires, cables, conduits, mains, pipes, tubes, transformers, insulators, meters, electrical connections, lamps, fuses, junction boxes, fixtures, appliances, generators, dynamos, water turbines, water wheels, boilers, steam turbines, motors, switch boards, switch racks, pipe lines, machinery, tools, supplies, switching and other equipment, and any and all other property of every nature and description, used or acquired for use by the Mortgagor in connection therewith;

II

All right, title and interest of the Mortgagor in, to and under any and all grants, privileges, rights of way and easements now owned, held, leased, enjoyed or exercised, or which may hereafter be owned, held, leased, acquired, enjoyed or exercised, by the Mortgagor for the purposes of, or in connection with, the construction or operation by or on behalf of the Mortgagor of electric transmission or distribution lines, or systems, whether underground or overhead or otherwise, or of any electric generating plant, wherever located;

III

All right, title and interest of the Mortgagor in, to and under any and all licenses, franchises, ordinances, privileges and permits heretofore granted, issued or executed, or which may hereafter be granted, issued or executed, to it or to its assignors by the United States of America, or by any state, or by any county, township, municipality, village or other political subdivision thereof, or by any agency, board, commission or department of any of the foregoing, authorizing the construction, acquisition, or operation of electric transmission or distribution lines, or systems, or any electric generating plant or plants, insofar as the same may by law be assigned, granted, bargained, sold, conveyed, transferred, mortgaged, or pledged;

IV

All right, title and interest of the Mortgagor in, to and under any and all contracts heretofore or hereafter executed by and between the Mortgagor and any person, firm, or corporation

providing for the purchase, sale or exchange of electric power or energy by the Mortgagor together with any and all other accounts, contract rights and general intangibles (as such terms are defined in the applicable Uniform Commercial Code) heretofore or hereafter acquired by the Mortgagor;

V

Also, all right, title and interest of the Mortgagor in and to all other property, real or personal, tangible or intangible, of every kind, nature and description, and wheresoever situated, now owned or hereafter acquired by the Mortgagor, it being the intention hereof that all such property now owned but not specifically described herein or acquired or held by the Mortgagor after the date hereof shall be as fully embraced within and subjected to the lien hereof as if the same were now owned by the Mortgagor and were specifically described herein to the extent only, however, that the subjection of such property to the lien hereof shall not be contrary to law;

Together with all rents, income, revenues, profits and benefits at any time derived, received or had from any and all of the above-described property of the Mortgagor.

Provided, however, that except as provided in section 13(b) of article II of the Mortgage, no automobiles, trucks, trailers, tractors or other vehicles (including without limitation aircraft or ships, if any) owned or used by the Mortgagor shall be included in the property mortgaged by the Mortgage and this Supplemental Mortgage.

TO HAVE AND TO HOLD the same forever, for the uses and purposes and upon the terms, conditions, provisos and agreements expressed and declared in the Mortgage, as amended and supplemented hereby.

2. The Outstanding Notes are hereby confirmed as notes of the Mortgagor entitled to the security of the Mortgage, as amended and supplemented by this Supplemental Mortgage, and of the property by the Mortgage and this Supplemental Mortgage mortgaged and pledged, or intended so to be, equally and ratably with one another and with other notes of the Mortgagor when and as executed and delivered under and pursuant to the Mortgage, as amended and supplemented hereby, without preference, priority or distinction as to interest or principal (except as otherwise specifically provided in the Mortgage, as amended and supplemented hereby) or as to lien or otherwise, of any one of the Outstanding Notes or such other

notes over any other thereof and irrespective of the date of the execution, delivery or maturity thereof, or of the assignment or negotiation thereof or otherwise.

3. Additional notes executed and delivered pursuant to section 1 of article I of the Mortgage, as amended hereby, are hereby included within the terms "Additional Notes" and "notes", as defined in the Mortgage, as amended hereby. The Concurrent RUS Note(s), Concurrent CFC Note, and refunding, renewal and substituted notes executed and delivered pursuant to said section 1 of article I, are hereby included within the term "notes", as defined in the Mortgage, as amended hereby. There are hereby included within the term "CFC Loan Agreement", as defined in the Mortgage, as amended hereby, all agreements, together with any amendments or supplements thereto, between the Mortgagor and CFC pursuant to which the Mortgagor has executed and delivered or will execute and deliver to CFC "CFC Notes", as defined in the Mortgage, as amended hereby.

4. Any reference herein to the Administrator shall be deemed to mean the Administrator of the Rural Utilities Service or his duly authorized representative or any other person or authority in whom may be vested the duties and functions which the Administrator is now or may hereafter be authorized by law to perform.

5. All demands, notices, reports, approvals, designations, or directions required or permitted to be given under the Mortgage, as amended hereby, shall be in writing and shall be deemed to be properly given if mailed by registered mail addressed to the proper party or parties at the following addresses:

As to the Mortgagor: as stated in the testimonium clause hereof.

As to the Mortgagees: CFC:
National Rural Utilities Cooperative
Finance Corporation
Woodland Park
2201 Cooperative Way
Herndon, Virginia 22071-3025

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The Government:
Rural Utilities Service
Washington, D.C. 20250-1500

and as to any other person, firm, corporation or governmental body or agency having an interest herein by reason of being the holder of any note or otherwise, at the last address designated by such person, firm, corporation, governmental body or agency to the Mortgagor and the Mortgagees. The Mortgagor or the Mortgagees may from time to time designate to each other a new address to which demands, notices, reports, approvals, designations or directions may be addressed and from and after any such designation the address designated shall be deemed to be the address of such party in lieu of the address hereinabove given.

6. To the extent that any of the property described or referred to herein and in the Mortgage is governed by the provisions of the Uniform Commercial Code, the Mortgage and this Supplemental Mortgage, collectively, are hereby deemed a "security agreement" under the Uniform Commercial Code, and this Supplemental Mortgage is also hereby declared to be a "financing statement", under the Uniform Commercial Code for said security agreement. The mailing address of the Mortgagor as debtor, and of the Mortgagees as secured parties, are as set forth in the Mortgage and in section 5 of this Supplemental Mortgage.

7. All of the terms, provisions and covenants of the Mortgage, except as expressly modified hereby, shall be and remain in full force and effect.

8. The invalidity of any one or more phrases, clauses, sentences, paragraphs or provisions of this Supplemental Mortgage shall not affect the validity of the remaining portions hereof.

9. This Supplemental Mortgage may be simultaneously executed in any number of counterparts, and all of said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, MIDSTATE ELECTRIC COOPERATIVE, INC., P. O. Box 127, LaPine, Oregon 97739, as Mortgagor, has caused this Supplemental Mortgage to be signed in its name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORPORATION, as Mortgagee, has caused this Supplemental Mortgage to

be signed in its name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, and UNITED STATES OF AMERICA, as Mortgagee, has caused this Supplemental Mortgage to be duly executed in its behalf, all as of the day and year first above written.

MIDSTATE ELECTRIC COOPERATIVE, INC.

by Glenn W. Daumy
President

(Seal)

Attest:

Robert E. Tuttle
Secretary

Executed by the Mortgagor in
the presence of:

Wm. H. Humber
Bill A. Hynes
Witnesses

NATIONAL RURAL UTILITIES COOPERATIVE
FINANCE CORPORATION

by

Robert H. Hynes
Governor

(Seal)

Attest:

Katherine Fuhl
~~Secretary~~

Assistant Secretary-Treasurer

Executed by National Rural
Utilities Cooperative Finance
Corporation, Mortgagee, in the
presence of:

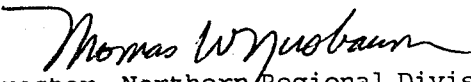
Carla D. Thomas
Larmer Bennett
Witnesses

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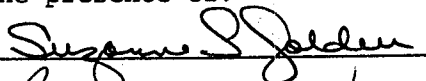
11/94

UNITED STATES OF AMERICA

by


Director, Northern Regional Division
of the
Rural Utilities Service

Executed by United States
of America, Mortgagee, in
the presence of:



Witnesses

STATE OF OREGON

)

) SS

COUNTY OF Deschutes

)

This instrument was acknowledged before me on September 25, 1995, by Glen W. Downey as president of MIDSTATE ELECTRIC COOPERATIVE, INC.



OFFICIAL SEAL
SHERI K. JAMES
NOTARY PUBLIC-OREGON
COMMISSION NO. 041242
MY COMMISSION EXPIRES APR. 14, 1999

Sheri K. James
Notary Public

(Notarial Seal)

My commission expires: 4-14-99

DISTRICT OF COLUMBIA) SS

This instrument was acknowledged before me on August 17, 1995, by **THOMAS W. NUSBAUM** as Director, Northern Regional Division, Rural Utilities Service of the United States of America.

James F. Mothershed
Notary Public
JAMES F. MOTHERSHED

(Notarial Seal)

My commission expires: 4.30.99

COMMONWEALTH OF VIRGINIA)

)

) SS

COUNTY OF FAIRFAX)

This instrument was acknowledged before me on August 29, 1995, by Rob Stephens as President of the National Rural Utilities Cooperative Finance Corporation.

James M. Miller
Notary Public

(Notarial Seal)

My commission expires: 11/30/97

Exhibit A

Lake County:

(Pettus)

1. A certain parcel of land described in a certain deed, dated May 16, 1975, by John A. Pettus and Evelyn Pettus, as grantors, to the Mortgagor, as grantee, and recorded May 20, 1975 in Book 168, page 238, Record of Deeds for Lake County, Oregon;

(Gaston)

2. A certain parcel of land described in a certain deed, dated May 22, 1980, by W. Leroy Gaston, as grantor, to the Mortgagor, as grantee, and recorded June 17, 1980 in Book 185, page 24, Record of Deeds for Lake County, Oregon;

Klamath County:

(Gilchrist)

3. A certain parcel of land described in a certain deed, dated December 30, 1968, by Gilchrist Timber Company, a Delaware corporation, as grantor, to the Mortgagor, as grantee, and recorded January 6, 1969 in Volume M69, page 98, Record of Deeds for Klamath County, Oregon;

(Crown Zellerbach)

4. A certain parcel of land described in a certain deed, dated February 22, 1968, by Crown Zellerbach Corporation, a Nevada corporation, and Boise Cascade Corporation, a Delaware corporation, as grantors, to the Mortgagor, as grantee, and recorded March 27, 1968 in Volume M68, page 2981, Record of Deeds for Klamath County, Oregon;

Deschutes County:

(Sunriver Properties)

5. A certain parcel of land described in a certain deed, dated April 1, 1980, by Sunriver Properties, Inc., an Oregon corporation, as grantor, to the Mortgagor, as grantee, and recorded in the office of the Clerk of Deschutes County, in the state of Oregon, in Deed Records, Volume 320, page 162;

(Young and Morgan)

6. A certain parcel of land described in a certain deed, dated May 25, 1978, by Young and Morgan Timber Company, as grantor, to the Mortgagor, as grantee, and recorded in the office of the Clerk of Deschutes County, in the state of Oregon, in Deed Records, Volume 274, page 570;

(Deschutes County)

7. A certain parcel of land described in a certain deed, dated November 4, 1987, by Deschutes County, a political subdivision of the State of Oregon, as grantor, to the Mortgagor, as grantee, and recorded in the office of the Clerk of Deschutes County, in the state of Oregon, in Deed Records, Volume 155, page 0366, number 87-24079;

(Stearns)

8. A certain parcel of land described in a certain deed, dated March 26, 1971, by Crystal Stearns, personal representative of the Estate of Harry I. Stearns, deceased, as grantor, to the Mortgagor, as grantee, and recorded in the office of the Clerk of Deschutes County, in the state of Oregon, in Deed Records, Volume 175, page 326;

(McCabe)

9. A certain parcel of land described in a certain deed, dated December 7, 1951, by Ernest G. McCabe and Helen W. McCabe, husband and wife, as grantors, to the Mortgagor, as grantee, and recorded in the office of the Clerk of Deschutes County, in the state of Oregon, in Deed Records, Volume 99, page 359;

The legal descriptions for the subject properties are as follows:

Lake County:

(Pettus)

Certain real property situated in the County of Lake, State of Oregon, described as follows:

Government Lot 1, less the North 673.99 feet thereof and less the South 673.99 feet thereof in Section 1, Township 26 South, Range 18 East, Willamette Meridian EXCEPT: 1) Location of power and telephone lines and public roads as the same may now exist; 2) reservations and exceptions contained in the deed from the State of Oregon.

(Gaston)

Certain real property situated in the County of Lake, State of Oregon, described as follows:

Section 11: E $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$, Township 27 South, Range 17, East of the Willamette Meridian, subject to reservations, restrictions, easements and rights of way of record or apparent on the ground.

Klamath County:

(Gilchrist)

Certain real property situated in the County of Klamath, State of Oregon, described as follows:

Beginning at a point 2013 feet North 89°18' East and 103.5 feet North 4°28' West of the Section corner common to Sections 19 and 30, Township 24 South, Range 9 East, and Sections 24 and 25, Township 24 South, Range 8 East, being the true point of beginning of the land herein described; thence North 4°28' West 95 feet; thence North 85°32' East 100 feet; thence South 4°28' East 95 feet; thence South 85°32' West 100 feet to the point of beginning, all being in SE $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 19, Township 24 South, Range 9 E., W.M., containing .22 acre, more or less.

(Crown Zellerbach)

Certain real property situated in the County of Klamath, State of Oregon, described as follows:

The following described tract of land located within the Northwest Quarter of the Southwest Quarter (NW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section 6, Township 29 South, Range 8 East of the W.M.:

Beginning at a point on the easterly right of way boundary of Highway U.S. 97 opposite Highway Station 1202+65; thence

South 23°4'30" East along the northeasterly boundary of an existing logging road a distance of 544.5 feet; thence North 16°55'30" East a distance of 471.3 feet; thence North 73°4'30" West a distance of 294.7 feet to a point on said easterly boundary of U.S. Highway 97; thence South 16°55'30" West along said easterly boundary a distance of 120 feet, to the point of beginning, containing 2 acres, more or less.

Deschutes County:

(Sunriver Properties)

A tract of land located in the Southwest One Quarter of the Northeast One Quarter (SW¼ NE¼), of Section Twenty-eight (28), Township Nineteen (19) South, Range Eleven, East of the Willamette Meridian, Deschutes County, Oregon, and being more particularly described as follows:

Commencing at the North One Quarter corner of said Section Twenty-eight (28); thence South 00°19'41" West along the North-South Centerline of said Section 28, a distance of 1326.07 feet to the C.N. One Sixteenth corner of said Section 28; thence North 89°30'51" East along the North Line of said Southwest One Quarter Northeast One Quarter (SW¼ NE¼), a distance of 534.41 feet to the true point of beginning for this description; thence continuing along said North Line North 89°30'51" East, a distance of 420.00 feet to a point on the Westerly Right of Way of the Burlington Northern Railroad; thence along said Right of Way along the arc of a 2814.78 foot radius curve to the right, 602.10 feet, the chord of which bears South 05°57'18" West, a distance of 600.95 feet; thence leaving said right of way North 08°30'00" West, a distance of 121.30 feet; thence North 15°46'42" West, a distance of 112.69 feet; thence North 22°36'17" West, a distance of 100.81 feet; thence North 38°09'00" West, a distance of 64.46 feet; thence North 38°47'58" West, a distance of 73.39 feet; thence North 42°50'12" West, a distance of 102.73 feet; thence North 52°02'39" West, a distance of 145.42 feet to the point of beginning and terminus of this description; TOGETHER WITH an existing overhead power line and roadway easement which begins at the Southwesterly boundary line of the above described tract and terminates at Beaver Drive as platted in "MOUNTAIN VILLAGE EAST IV".

(Young and Morgan)

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Twenty-one (21), Twenty-two (22), Twenty-three (23) Twenty-four (24), Twenty-five (25), Twenty-six (26) and the North 7.50 feet of Lots Seven (7) and Twenty (20), Block One (1), HARPER, Deschutes County, Oregon.

(Deschutes County)

Lot Eleven (11), LA PINE INDUSTRIAL SITE, Deschutes County, Oregon.

(Stearns)

All of Blocks Twenty-four (24), Thirty-six (36) and Thirty-seven (37) and all of Blocks Nine (9) and Twenty-three (23), lying Easterly of the Dalles-California Highway, Deschutes County, Oregon. EXCEPTING THEREFROM the following described parcel:

That portion of the Northeast One Quarter of the Southeast One Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Fifteen (15), Township Twenty-two (22) South, Range Ten (10) East of the Willamette Meridian, Deschutes County, Oregon, and more particularly described as follows:

Beginning at a point, a 5 x 30" plastic-capped steel rod set along the East Line of Section Fifteen (15), from which the South 1/16 corner thereof bears South 00°11'58" West, 528.24 feet; thence North 79°05'35" West, 61.12 feet to a point; thence North 30°15'27" East 119.90 feet to a point along said East Section Line; thence along said East Section Line, South 00°11'58" West, 115.14 feet to the Point of Beginning.

(McCabe)

All that portion of the Northeast One Quarter of the Southeast One Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Fifteen (15), Township Twenty-two (22) South, Range Ten (10) East of the Willamette Meridian, Deschutes County, Oregon, lying Easterly of the Easterly Right of Way Line of the Dallas-California Highway, and Southerly of the following described line:

Beginning at a point that is South 0°11'58" West, a distance of 282.19 feet from the Quarter Section Corner between Sections Fourteen (14) and Fifteen (15); thence South 0°11'58" West, a distance of 368.0 feet; thence South 30°26'00" West, a distance of 182.1 feet to the True Point of Beginning of the herein described line; thence North 79°00' West, a distance of 3456.63 feet to a point on the Easterly Right of Way Line of the Dalles-California Highway and the terminus of said line. Excepting therefrom the Plat of La Pine.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of William Sheridan the 18th day of October A.D., 19 95 at 3:31 o'clock P M., and duly recorded in Vol. M95 of Mortgages on Page 28464.

FEE \$90.00

By Bernetha G. Letsch, County Clerk
Annette Mueller