

MTC 36318KR

TRUST DEED

DATE: November 9, 1995

BETWEEN: JAMES M. ROOT and
VALERIE K. ROOT ("BORROWER")
husband and wife
P.O. Box 129
Medford, Oregon 97501

AND: AMBROSE W. McAULIFFE and
SUSAN McAULIFFE ("LENDER")
husband and wife
P.O. Box 456
Fort Klamath, Oregon 97626

AND: MOUNTAIN TITLE COMPANY
OF KLAMATH COUNTY ("TRUSTEE")
222 S. 6th Street
Klamath Falls, Oregon 97601

Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Klamath, State of Oregon:

SEE EXHIBIT A ATTACHED HERETO

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Trust Deed; and all of the foregoing, together with said property (or the leasehold estate if this Trust Deed is on a leasehold) are herein referred to as the "Property";

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Two Hundred Ninety-Two Thousand Five Hundred Dollars (\$292,500.00) with interest thereon, with the balance of the indebtedness, if not sooner paid, due and payable on November 9, 2000, and all renewals and/or extensions thereof, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Trust Deed, and the performance of the covenants and agreements of Borrower herein contained; (b) the contingent obligations of Borrower to purchase from Lender certain parcels of real property identified in the Note, or to make cash payments to Lender, on or before January 31, 1998; and (c) the repayment of any

After recording, return to:

Anthony J. Giacomini
706 Main Street
Klamath Falls, Oregon 97601

Until a change is requested, all
tax statements should be mailed to:

James M. Root
P.O. Box 129
Medford, Oregon 97501

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, except as disclosed in writing to and approved by Lender, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title policy insuring Borrowers or Lender's interest in the Property.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest on the indebtedness evidenced by the Note, prepayment and other charges as provided in the Note and this Trust Deed, and the principal of and interest on any Future Advances secured by this Trust Deed.

2. Application of Payments. All payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first to interest payable on the Note; then, at Lender's option, to the payment of any advances Lender may have made with respect to the Property; then to the principal of the Note (if any); and then to interest and principal on any Future Advances (if any).

3. Charges; Liens. Borrower shall pay all taxes, assessments, and other charges, fines and impositions attributable to the Property which may attain a priority over this Trust Deed, and leasehold payments or ground rents, if any, by Borrower making payments, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Trust Deed; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

4. Hazard Insurance. Borrower shall keep any improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed the amount of coverage required to pay the sums secured by this Trust Deed.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration of the Property damaged if restoration is economically feasible based upon fixed bids for restoration from the insurance proceeds, but if restoration is not economically feasible the insurance proceeds shall be applied to the sums secured by this Trust Deed. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option to restoration of the Property or to the sums secured by this Trust Deed.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments. If under paragraph 17 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Trust Deed immediately prior to such sale or acquisition.

5. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Trust Deed is on a leasehold.

6. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Trust Deed, or, notwithstanding paragraph 3 hereof, if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to construction lien foreclosure, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs.

Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, shall become additional indebtedness of Borrower secured by this Trust Deed. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Trust Deed, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Trust Deed such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Trust Deed immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Trust Deed.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraph 1 hereof or change the amount of such installments.

9. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Trust Deed granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original

Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor, refuse to extend time for payment, or otherwise modify amortization of the sums secured by this Trust Deed by reason of any demand made by the original Borrower or Borrower's successors in interest.

10. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Trust Deed.

11. Remedies Cumulative. All remedies provided in this Trust Deed are distinct and cumulative to any other right or remedy under this Trust Deed or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Trust Deed are for convenience only and are not to be used to interpret or define the provisions hereof.

13. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Trust Deed shall be given by certified mail, return receipt requested, to Borrower's address stated herein or to such other address that Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Trust Deed shall be deemed to have been given to Borrower or Lender when mailed.

14. Governing Law. The provisions of this Trust Deed shall be construed under the laws of Oregon.

15. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Trust Deed at the time of execution or after recordation hereof.

16. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, or if any lien or encumbrance subordinate to the lien of this Trust Deed is placed or allowed to remain on the Property which adversely affects the lien of this Trust Deed, Lender may, at Lender's option, declare all the sums secured by this Trust Deed to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Trust Deed shall be at such rate as Lender shall request.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 13 hereof.

17. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Trust Deed, including the covenants to pay when due any sums secured by this Trust Deed, Lender at Lender's option may declare all of the sums secured by this Trust Deed to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which the Property or some part thereof is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. After the lapse of such time as may be required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Trust Deed; and (c) the excess, if any, to the person or persons legally entitled thereto.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Trust Deed, Borrower shall have the right to "reinstate" this Trust Deed if all payments are made to Lender as required under Oregon law and Borrower takes such action as Lender may reasonably require to assure that the lien of this Trust Deed, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Trust Deed shall continue unimpaired. Upon such payment and cure by Borrower, this Trust Deed and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and to the sums secured by this Trust Deed. Lender and the receiver shall be liable to account only for those rents actually received.

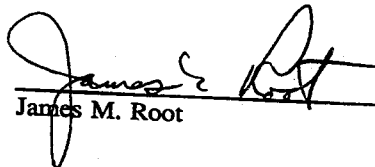
20. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Trust Deed when evidenced by promissory notes stating that said notes are secured hereby.

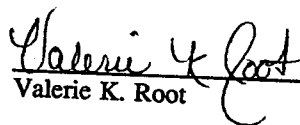
21. Reconveyance. Upon payment of all sums secured by this Trust Deed, Lender shall request Trustee to reconvey the Property and shall surrender this Trust Deed and all notes evidencing indebtedness secured by this Trust Deed to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

22. Substitute Trustee. In accordance with applicable law, Lender may from time to time remove Trustee and appoint a successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

23. **Attorney's Fees.** As used in this Trust Deed and in the Note, "attorney's fees" shall include all reasonable attorney's fees incurred by Lender in exercising rights hereunder, including but not limited to reasonable attorney's fees incurred at trial or awarded by an appellate court.

IN WITNESS WHEREOF, Borrower has executed this Trust Deed.


James M. Root


Valerie K. Root

STATE OF OREGON)

County of Jackson) ss.

The foregoing instrument was acknowledged before me this 9th day of November, 1995, by James M. Root and Valerie K. Root.



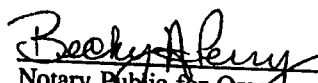

Notary Public for Oregon
My Commission Expires: 12-16-97

EXHIBIT "A" LEGAL DESCRIPTION

30684

A parcel of land situated in Section 19, Section 30, Township 34 South, Range 7, East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron pin on the North line of Government Lot 4 in said Section 19 and on the East right of way line of Highway 427, from which the Northwest corner of said Government Lot 4 bears North 88 degrees 57' 13" West 980.28 feet; thence from said point of beginning South 88 degrees 57' 13" East along the North line of said Government Lot 4 327.55 feet to a 5/8" iron pin marking the Northeast corner of said Government Lot 4; thence South 00 degrees 51' 06" East along the East line of said Government Lot 4 1323.49 feet to a 5/8" iron pin marking the Southeast corner of said Government Lot 4; thence South 88 degrees 55' 04" East along the South line of the Southeast one quarter of the Southwest one quarter of said Section 19 344.17 feet to a 5/8" iron pin; thence South 09 degrees 13' East 808.61 feet to a 5/8" iron pin; thence South 88 degrees 53' 51" East 96.35 feet to a 5/8" iron pin on the West right of way line of Highway 62; thence South 11 degrees 38' 44" East along the West right of way line of said Highway 62, 224.45 feet to a 5/8" iron pin marking the West right of way of said Highway 62 and the North right of way of Highway 422; thence North 83 degrees 47' 44" West along the North right of way of said Highway 422, 629.53 feet to a 5/8" iron pin; thence continuing along the right of way of said Highway 422 and along the arc of a 143.24 feet radius curve to the right (Delta = 78 degrees 15' 12", Chord = 180.78 feet) 195.63 feet to a 5/8" iron pin on the East right of way of said Highway 427; thence North 05 degrees 32' 32" West along the East right of way of said Highway 427, 2169.21 feet to the point of beginning. AND BEGINNING at a 5/8" iron pin marking the Southeast corner of the North 1/2 of the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of said Section 30; thence from said point of beginning North 88 degrees 48' 43" West along the South line of said North 1/2 of Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 624.35 feet to a 5/8" iron pin on the East right of way of Highway 427; thence North 05 degrees 32' 32" West along the East right of way of said Highway 427, 1142.88 feet to a 5/8" iron pin; thence continuing along the right of way of said Highway 427 and along the arc of a 143.24 feet radius curve to the right (Delta = 101 degrees 44' 48", Chord = 222.24 feet) 254.37 feet to a 5/8" iron pin on the South right of way of Highway 422; thence South 83 degrees 47' 44" East along the South right of way line of said Highway 422, 576.81 feet to a 5/8" iron pin on the West right of way line of Highway 62; thence South 11 degrees 38' 44" East along the West right of way line of said Highway 62, 55.37 feet to a 5/8" iron pin; thence South 00 degrees 23' 16" West along the East line of the West 1/2 of the East 1/2 of the Northwest 1/4 of Section 30, 1190.17 feet to the point of beginning.

TOGETHER WITH a right of way along the "Klamath Agency Farm Irrigation Canal" varying in width from 40 feet to 20 feet of which the centerline is more particularly described as follows:

Beginning at a point on the North line of Government Lot 4, Section 19, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, and the centerline of said "Klamath Agency Farm Irrigation Canal," from which the Northwest corner of said Government Lot 4 bears West 483 feet more or less; thence Northerly along the centerline of said "Klamath Agency Farm Irrigation Canal" the following bearings and distances: North 21 degrees 21' West 153.3 feet to a point, from this point Southerly the right of way is 40 feet in width, from this point Northerly the right of way is 20 feet in width; thence continuing along the centerline of said "Klamath Agency Farm Irrigation Canal" North 04 degrees 24' East 600.2 feet, North 03 degrees 37' West 315.5 feet, North 18 degrees 14' West 517.7 feet, North 11 degrees 28' West 264.3 feet, North 24 degrees 26' West 246.1 feet, North 10 degrees 46' East 231.7 feet, North 22 degrees 38' East 432.0 feet, North 04 degrees 40' West 503.9 feet, North 21 degrees 28' East 302.4 feet, North 26 degrees 58' West 306.6 feet, North 05 degrees 20' West 253.2 feet, North 01 degrees 47' West 439.4 feet, Northeasterly along the arc of a 154 feet radius curve to the right (Delta = 55 degrees 42'; Long Chord = North 26 degrees 04' East 143.9 feet) 149.7 feet, North 53 degrees 55' East 351.5 feet, North 58 degrees 55' East 158.1 feet to the head gate at a water reservoir at Agency Spring from which the Northwest corner of said Section 19 bears South 40 degrees 53' West 1129.7 feet more or less.

AND a twenty foot wide right of way along an existing irrigation ditch of which the centerline is described as follows:

Beginning at a point on the North line of government Lot 4, Section 19, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, and on the centerline of an existing irrigation ditch, from which the Northwest corner of said Government Lot 4 bears West 483 feet more or less; thence from said point of beginning Southerly along the centerline of an existing irrigation ditch to a point that is located the following three bearings and distances from the Northwest corner of said Government Lot 4 South 88 degrees 57' 13" East 919.88 feet; South 05 degrees 32' 32" East 668.74 feet, South 60 degrees 36' 37" West 51.3 feet.

AND a twenty foot wide right of way along an existing irrigation ditch of which the centerline is described as follows:

Beginning at a point on the centerline of an existing irrigation ditch from which the Northwest corner of Government Lot 4, Section 19, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, bears the following three bearings and distances: North 60 degrees 36' 37" East 51.3 feet; North 05 degrees 32' 32" West 668.74 feet; North 88 degrees 57' 13" West 919.88 feet; thence from the said point of beginning Southeasterly along the centerline of an existing irrigation ditch to a point on the West right of way line of Highway 427, said point also being located from the Northwest corner of said Government Lot 4 the following two bearings and distances: South 88 degrees 57' 13" East 919.88 feet, South 05 degrees 32' 32" East 747 feet.

AND a twenty foot wide right of way along an existing irrigation ditch of which the centerline is described as follows:

Beginning at a point on the centerline of an existing irrigation ditch and on the East right of way line of Highway 427, from which the Northwest corner of Government Lot 4, Section 19, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, bears the following two bearings and distances: North 05 degrees 32' 32" West 758 feet, North 88 degrees 57' 13" West 980.28 feet; thence from said point of beginning Southeasterly along the centerline of an existing irrigation ditch to a point on the North right of way line of Highway 422, said point being located from the Northwest corner of said Government Lot 4 the following three bearings and distances: South 88 degrees 57' 13" East 980.28 feet, South 05 degrees 32' 32" East 2285.75 feet, South 83 degrees 47' 44" East 313.5 feet.

AND a twenty foot wide right of way along an existing irrigation ditch of which the centerline is described as follows:

Beginning at a point on the centerline of an existing irrigation ditch and the South right of way line of Highway 422 from which the Northwest corner of Government Lot 4, Section 19, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, bears the following three bearings and distances: North 83 degrees 47' 44" West 409.14 feet, North 05' 32' 32" West 2347.00 feet, North 88 degrees 57' 13" West 980.28 feet; thence from said point of beginning Southwesterly along the centerline of an existing irrigation ditch to a point on the Westerly right of way line of Highway 427, said point being located from the Northwest corner of Government Lot 4, Section 19, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, the following two bearings and distances: South 88 degrees 57' 13" East 919.88 feet, South 05 degrees 32' 32" East 3596 feet.

ALSO, a parcel of land situated in Section 25, Township 34 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon, and Section 19, Section 30, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the South line of said Section 25 and the mean high water line of the Wood River, from which the Southeast corner of said Section 25 bears North 89 degrees 46' 47" East 1866.00 feet, more or less, thence from said point of beginning North 89 degrees 46' 47" East along the South line of said Section 25, 1866.00 feet to the Southeast corner of said Section 25; thence South 88 degrees 52' 24" East along the South line of said Section 30, 1288.06 feet to a 5/8 inch iron pin marking the Southeast corner of Government Lot 4, of said Section 30; thence North 00 degrees 21' 09" East along the East line of Government Lot 4 and Government Lot 3 of said Section 30, 2595.23 feet to a 5/8 inch iron pin on the Westerly line of Highway 427; thence North 05 degrees 32' 32" West along the Westerly line of said Highway 427, 3377.02 feet to a 5/8 inch iron pin in the center of a road as said point is described in Deed Volume 358 page 471; thence Westerly along the line described in Deed Volume 358 at page 471 the following bearings and distances: South 60 degrees 36' 37" West 1799.44 feet, South 83 degrees 51' 34" West 869.25 feet, North 85 degrees 16' 31" West 420.66 feet, South 69 degrees 16' 28" West 339.99 feet, South 52 degrees 04' 22" West 307.99 feet, South 28 degrees 50' 12" West 134.01 feet, South 43 degrees 40' 20" West 224.00 feet, South 29 degrees 27' 04" West 201.00 feet, South 04 degrees 07' 38" East 42.10 feet, South 23 degrees 32' 52" East 415.26 feet, more or less, to the mean high water line of the Wood River; thence Southerly along the mean high water line of said Wood River to the point of beginning.

TOGETHER WITH: A right of way along the "Klamath Agency Farm Irrigation Canal" varying in width from 40 feet to 20 feet of which the centerline is more particularly described as follows:

Beginning at a point on the North line of Government Lot 4, Section 19, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, and the centerline of said "Klamath Agency Farm Irrigation Canal," from which the Northwest corner of said Government Lot 4 bears West 483 feet, more or less; thence Northerly along the centerline of said "Klamath Agency Farm Irrigation Canal," the following bearings and distances: North 21 degrees 21' West 153.3 feet to a point, from this point Southerly the right of way is 40 feet in width, from this point Northerly the right of way is 20 feet in width; thence continuing along the centerline of said "Klamath Agency Farm Irrigation Canal" North 04 degrees 24' East 600.2 feet, North 03 degrees 37' West 315.5 feet, North 18 degrees 14' West 517.7 feet, North 11 degrees 28' West 264.3 feet, North 24 degrees 26' West 246.1 feet, North 10 degrees 46' East 231.7 feet, North 22 degree 38' East 432.0 feet, North 04 degrees 40' West 503.9 feet, North 21 degrees 28' East 302.4 feet, North 26 degrees 58' West 306.6 feet, North 05 degrees 20' West 253.2 feet, North 01' 47" West 439.4 feet, Northeasterly along the arc of a 154 feet radius curve to the right (Delta = 55 degrees 42' Long Chord = North 26 degrees 04' East 143.9 feet) 149.7 feet, North 53 degrees 55' East 351.5 feet, North 58 degrees 55' East 158.1 feet to the head gate at a water reservoir at Agency Spring, from which the Northwest corner of said Section 19 bears South 40 degrees 53' West 1129.7 feet, more or less.

AND a twenty foot wide right of way along an existing irrigation ditch of which the centerline is described as follows:

Beginning at a point on the North line of government Lot 4, Section 19, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, and on the centerline of an existing irrigation ditch, from which the Northwest corner of said Government Lot 4 bears West 483 feet more or less; thence from said point of beginning Southerly along the centerline of an existing irrigation ditch to a point that is located the following three bearings and distances from the Northwest corner of said Government Lot 4 South 88 degrees 57' 13" East 919.88 feet; South 05 degrees 32' 32" East 668.74 feet, South 60 degrees 36' 37" West 51.3 feet.

AND a twenty foot wide right of way along an existing irrigation ditch of which the centerline is described as follows:

Beginning at a point on the centerline of an existing irrigation ditch and on the East right of way line of Highway 427, from which the Northwest corner of Government Lot 4, Section 19, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, bears the following two bearings and distances: North 05 degrees 32' 32" West 758 feet, North 88 degrees 57' 13" West 980.28 feet; thence from said point of beginning Southeasterly along the centerline of an existing irrigation ditch to a point on the North right of way line of Highway 422, said point being located from the Northwest corner of said Government Lot 4 the following three bearings and distances: South 88 degrees 57' 13" East 980.28 feet, South 05 degrees 32' 32" East 2285.75 feet, South 83 degrees 47' 44" East 313.5 feet.

AND a twenty foot wide right of way along an existing irrigation ditch of which the centerline is described as follows:

Beginning at a point on the centerline of an existing irrigation ditch and the South right of way line of Highway 422 from which the Northwest corner of Government Lot 4, Section 19, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, bears the following three bearings and distances: North 83 degrees 47' 44" West 409.14 feet, North 05' 32' 32" West 2347.00 feet, North 88 degrees 57' 13" West 980.28 feet; thence from said point of beginning Southwesterly along the centerline of an existing irrigation ditch to a point on the Westerly right of way line of Highway 427, said point being located from the Northwest corner of Government Lot 4, Section 19, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, the following two bearings and distances: South 88 degrees 57' 13" East 919.88 feet, South 05 degrees 32' 32" East 3596 feet.

AND a twenty foot wide right of way along an existing irrigation ditch of which the centerline is described as follows:

Beginning at a point on the centerline of an existing irrigation ditch from which the Northwest corner of Government Lot 4, Section 19, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, bears the following three bearings and distances: North 60 degrees 36' 37" East 51.3 feet; North 05 degrees 32' 32" West 668.74 feet; North 88 degrees 57' 13" West 919.88 feet; thence from the said point of beginning Southeasterly along the centerline of an existing irrigation ditch to a point on the West right of way line of Highway 427, said point also being located from the Northwest corner of said Government Lot 4 the following two bearings and distances: South 88 degrees 57' 13" East 919.88 feet, South 05 degrees 32' 32" East 747 feet.

ALSO, all that portion of the SE1/4 of the SW1/4 of Section 19, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying Westerly of the Westerly right of way line of Oregon State Highway No. 62.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 9th day
of Nov A.D., 19 95 at 2:33 o'clock P M., and duly recorded in Vol. M95
of Mortgages on Page 30678.

FEE \$55.00

By Bernetha G. Letsch, County Clerk
Annette Mueller