

9443

11-21-95P01:34 RCVD

Vol 1795 Page 31855

When recorded, mail to:

Board of Trustees'

Financial Legal Services1309 E. Northern, Suite 600Phoenix, AZ 85020

[This space reserved for recording information]

CAPTION HEADING: Deed of Trust

DEED OF TRUSTTrustor(s): I. F. Rodgers and Sons, an Oregon PartnershipAddress: Route 2, Box 753, Klamath Falls, OR 97601Beneficiary(ies): Financial Legal ServicesAddress: 1309 E. Northern, Suite 600, Phoenix AZ 85020Trustee(s): Robert StanfordAddress: 1309 E. Northern, Suite 600, Phoenix, AZ 85020Property situated in Klamath County, State of Oregon

and known and legally described as follows:

The real property described on Exhibit "A" attached hereto
 SUBJECT TO: SEE ATTACHED EXHIBIT "B"

This DEED OF TRUST made and executed on the date last written between the Trustor(s), Trustee(s) and Beneficiary(ies), above named.

WITNESSETH: That the Trustor(s) irrevocably grants and conveys to Trustee(s), with Power of Sale, the above described Real Property, together with the leases, rents, issues or income thereof (all of which are hereinafter called "property" income); subject however, to the right, power and authority hereinafter given to and conferred upon the Beneficiary(ies) to collect and apply such property income; and subject to existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions, right of way and easements of record, for the purpose of securing the performance of each of the separate agreements herein contained by the Trustor(s) and the payment of the sum of One-Million-Five-Hundred-

Ten-Thousand-Five-Hundred-Thirty-Three Dollars and no/100-----

DOLLARS (\$1,510,533 -----), with interest thereon according to the terms of that certain

Promissory Note dated November 01, 1995, executed by Trustor(s) in favor of Beneficiary(ies).

or order.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR(S) AGREE:

1. To keep said property in good condition and repair, not to remove or demolish any building thereon, to complete or restore promptly and in good and workman like manner any building which may be constructed, damaged or destroyed thereon, and to pay when due, all claims for labor performed and

2
70

materials furnished therefor, to comply with all laws affecting said property or requiring any alteration or improvements to be made thereon, not to commit or permit waste thereon, not to commit, suffer or permit any act upon said property in violation of laws; and do all other acts which from the character or use of said property may be reasonably necessary, without regards to specific enumeration's herein.

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

3. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Beneficiary(ies) or Trustee(s); and to pay all costs and expenses of the Beneficiaries and Trustees, including the cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear or be named, and in any suit brought by Beneficiary to foreclose this Deed Of Trust.

4. To pay, before becoming delinquent, all taxes and assessments affecting said property, when due, all encumbrances, charges and liens, with interest, on said property or any part thereof which appear to be prior to, or superior hereto, all costs, fees and expenses of this Trust, including, without limiting the generality of the foregoing, the fees of the Trustee(s) for issuance of any Deed Of Partial Release and Partial Reconveyance or Deed of Release and Full Reconveyance, and all lawful charges, cost and expenses in the event of reinstatement following default in this Deed of Trust or the obligation secured hereby.

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

5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof, together with interest from date of expenditure at the same rate as is provided for in the Note secured by this Deed Of Trust, or at the highest legal rate, whichever be the greater rate. Any amounts so paid by Beneficiary or Trustee shall become a part of the debt secured by this Deed of Trust and a lien on said premises or shall become immediately due and payable at the option of the Beneficiary or Trustee.

IT IS MUTUALLY AGREED:

6. That any award of damages in connection with any condemnation or any such taking, or for injury to the property for reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby (reserving unto the Trustor, however, the right to sue therefor and the ownership thereof subject to this Deed Of Trust), and upon receipt of such Moines, Beneficiary may hold the same as such further security, or apply or release the same in the same manner and with the same effect as above provided for the disposition of proceeds under Fire or other insurance policies.

7. That time is of the essence of this Deed Of Trust, and that by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive the right to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

8. That at any time or from time to time, and without notice, upon written request of Beneficiary and presentation of this Deed Of Trust and said Note(s) for endorsement, and without liability therefor, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and without affecting the security hereof for the full amount secured hereby on all property remaining

subject hereto, and without the necessity that any sum representing the value of any portion thereof of the property affected by the Trustee's action be credited on the indebtedness, the Trustee may: (a) release and reconvey all or any part of said property; (b) consent to the making, recording of either, or any map or plat of the property or any part thereof; (c) join in granting any easement hereon; (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance or charge hereof.

9. That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed Of Trust and said Note(s) to Trustee for cancellation and retention, and upon payment of its fees, Trustee shall release and reconvey, without covenant or warranty, express or implied, the property then held hereunder. The recitals in such Reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such Reconveyance may be described as "the person or persons legally entitled thereto".

10. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of this Trust, to collect the property income, reserving to Trustor the right, prior to any default by Trustor in payment of any indebtedness secured or in performance of any agreement thereunder, to collect and retain such property income as it becomes due and payable. Upon any such default Beneficiary may at any time, without notice, either by person, by agent, or by a receiver to be appointed by a Court and without regard to the adequacy or otherwise of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof; in his own name, sue or otherwise collect such property income, including that past due and unpaid, and apply the same, less cost and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such property income, and the application hereof as aforesaid, shall not cure or waive any default or Notice of Trustee's Sale thereunder or invalidate any act done pursuant to such notice.

11. That upon default by Trustor in the payment of any indebtedness secured hereby or in performance of any agreement thereunder, Beneficiary may declare all sums secured immediately due and payable by delivery to Trustee of written notice thereof, setting forth the nature thereof, and of the election to cause to be sold said property under this Deed Of Trust. Beneficiary also shall deposit with Trustee this Deed of Trust, said Note(s), and all documents evidencing expenditures secured hereby.

Trustee shall record and give Notice of Trustee's Sale in the manner required by law, and after the lapse of such time as may then be required by law, Trustee shall sell, in the manner required by law, said property at public auction at the time and place fixed by it in said Notice Of Trustee's Sale to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone or continue the sale by giving notice of postponement or continuation by public declaration at the time and place last appointed for the sale. Trustee shall deliver to such purchaser its Deed conveying the property so sold with any covenant or warranty, expressed or implied. Any persons, including Trustor, Trustee or the Beneficiary may purchase the property at such sale.

After deducting all cost, fees and expenses of the Trustee and of this Trust, including cost of evidence of Title in connection with the sale and reasonable attorney's fees, Trustee shall apply the proceeds of the sale to payment of all sums then secured hereby and all other sums due under the terms hereof, with accrued interest and the remainder, if any, to the person or persons legally entitled thereto, or as provided by law. To the extent permitted by law, an action may be maintained by Beneficiary to recover a deficiency judgment for any remaining balance due thereunder.

12. That upon the occurrence of any default thereunder, Beneficiary shall have the option to foreclose this Deed Of Trust in the manner provided by law for the foreclosure of Mortgages on Real Property, including all amounts for cost and expenses incident to such proceedings and reasonable attorney's fees.

13. The Beneficiary may appoint a Successor Trustee in the manner prescribed by law. A Successor Trustee herein shall, without conveyance from the predecessor Trustee, succeed to all of the predecessor's title, estate, rights, powers and duties. Trustee may resign by mailing or delivering notice thereof to Beneficiary and Trustor.

14. That this Deed Of Trust applies to and inures to the benefit of, and binds all parties thereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the owner and holder of the Note(s) secured hereby, whether or not named as Beneficiary in this Deed of Trust, whenever, the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

15. That Trustor(s) shall not assign, sell, convey or otherwise transfer his(her)(their)(its) interest under this Deed Of Trust to a third party(ies) without the written consent of the Beneficiary, who may require either: (1) the immediate full payment of the balance due on the note secured by this Deed Of Trust, (2) a renegotiation of the interest payable on the principal amount due under said note, (3) proof of the third party's financial ability to maintain the debt, and (4) any combination of the foregoing.

16. That in accordance with paragraph 15 above, Trustor shall notify the Beneficiary in writing prior to the close of an assignment, sale or transfer of interest, and Beneficiary shall within five (5) business days thereof, notify Trustor in writing as to whether and which election will be required under said paragraph 15. The failure of Beneficiary to so notify Trustor hereby, shall constitute a waiver of the elections contained in said paragraph 15.

17. This Deed Of Trust shall be construed according to the laws of the State of Oregon.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 01st

day of November, 19 95.

W. L. Rodgers & Anne
Trustor

Robert S. Stanford
Trustee

W. L. Rodgers
Trustor

Trustee

State of Oregon)

ACKNOWLEDGMENT

County of Klamath)

SS.

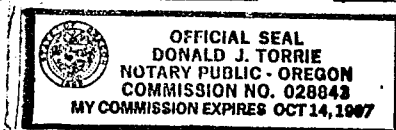
Trustor(s)

On this 31 day of November, 19 95, before me, the undersigned Notary

Public, personally appeared, Worren G. Rodgers, to me known to be the individual(s) described in and who executed the foregoing DEED OF TRUST and acknowledged that he (she)(they) executed the same for the purpose therein contained.

My Commission Expires: 10-14-97

Donald J. Torrie
Notary Public



State of Arizona)

ACKNOWLEDGMENT

County of Maricopa)

SS.

Trustee(s)

On this 01 day of November, 19 95, before me, the undersigned Notary

Public, personally appeared, Financial Legal Services, Robert Stanford, to me known to be the individual(s) described in and who executed the foregoing DEED OF TRUST and acknowledged that he (she)(they) executed the same for the purpose therein contained.

My Commission Expires: OFFICIAL SEAL
MICHAEL K. BLOOMQUIST
NOTARY PUBLIC-ARIZONA
MARICOPA COUNTY
My Comm. Expires Mar. 30, 1996

[Signature]
Notary Public

PROMISSORY NOTE

\$1510533.00

Date: November 1, 1995

For value received, the undersigned I. F. Rodgers & Sons (the "Promisor") promises to pay to the order of Financial Legal Services (the "Payee"), at 1309 E. Northern, Suite 600, Phoenix, Arizona 85020, (or at such other place as the Payee may designate in writing) the sum of \$1510533.00 with interest from November 1, 1995, on the unpaid principal at the rate of 8.00 percent annually.

The unpaid principal and accrued interest shall be payable in monthly installments of \$10,502.91, beginning on December 1, 1995, and continuing until November 1, 2035, (the "Due Date"), at which time the remaining unpaid principal and interest shall be due in full. All payments on this Note shall be applied first in payment of accrued interest and any remainder in payment of principal.

The Promisor promises to pay a late charge of \$1,000.00 for each installment that remains unpaid more than 15 day(s) after its due date. This late charge shall be paid as liquidated damages in lieu of actual damages, and not as a penalty.

If any installment is not paid when due, the remaining unpaid balance and accrued interest shall become due immediately at the option of the Payee.

The Promisor reserves the right to prepay this Note (in whole or in part) prior to the Due Date with no prepayment penalty.

If any payment obligation under this Note is not paid when due, the Promisor promises to pay all costs of collection, including reasonable attorney fees, whether or not a lawsuit is commenced as part of the collection process.

If any of the following events of default occur, this Note and any other obligations of the Promisor to the Payee, shall become due immediately, without demand or notice:

- 1) the failure of the Promisor to pay the principal and any accrued interest in full on or before the Due Date;
- 2) the death of the Promisor(s) or Payee(s);
- 3) the filing of bankruptcy proceedings involving the Promisor as a Debtor;
- 4) the application for appointment of a receiver for the Promisor;
- 5) the making of a general assignment for the benefit of the Promisor's creditors;
- 6) the insolvency of the Promisor; or
- 7) the misrepresentation by the Promisor to the Payee for the purpose of obtaining or extending credit.

This Note is secured by a Deed of Trust, dated November 1, 1995. The Payee is not required to rely on the above security for the payment of this Note in the case of default, but may proceed directly against the Promisor.

If any one or more of the provisions of this Note are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative.

All payments of principal and interest on this Note shall be paid in the legal currency of the United States. Promisor waives presentment for payment, protest, and notice of protest and nonpayment of this Note.

No renewal or extension of this Note, delay in enforcing any right of the Payee under this Note, or assignment by Payee of this Note shall affect the liability of the Promisor. All rights of the Payee under this Note are cumulative and may be exercised concurrently or consecutively at the Payee's option.

This Note shall be construed in accordance with the laws of the State of Oregon.

Signed this 8 day of November, 1995, at

20909 South Peavally Road, Shasta Falls, Oregon 97623

I. F. Rodgers & Sons

By:

Lorraine Rodgers
Lorraine Rodgers
I. F. Rodgers & Sons

ASSIGNMENT

For value received, the above Note is assigned and transferred to

_____, ("Assignee") of
(City) _____ (State/province) _____
(Country) _____

This Summary is not an official part of your document. It contains highlights of the important information that has been entered into the document.

**SUMMARY
of the
PROMISSORY NOTE**

DATE OF NOTE

November 1, 1995

AMOUNT OF NOTE

1510533.00

INTEREST RATE

8.00

PAYMENT FREQUENCY

Installment payments (principal and interest)

PROMISOR(S)

I. F. Rodgers & Sons

PAYEE(S)

Financial Legal Services

LATE CHARGE section included.

ACCELERATION section included.

PREPAYMENT section included.

COSTS section included.

EVENTS OF DEFAULT section included.

SECURITY section included.

ASSIGNMENT section included.

PARCEL 1: Deleted

PARCEL 2:

The SW1/4 SW1/4 of Section 13, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

Tax Account No: 4113 00000 03000
(covers other property)

PARCEL 3:

The W1/2 NE1/4 SW1/4 and SE1/4 NE1/4 SW1/4 of Section 30, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

Tax Account No: 4013 03000 00700

PARCEL 4:

Government Lot 4 and the SE1/4 of the SW1/4 of Section 30, Township 40 South Range 13 East of the Willamette Meridian, Klamath County, Oregon.

The SW1/4 NE1/4; the E1/2 NW1/4; Government Lot 1; and the N1/2 of the SE1/4 of Section 31, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM:

A tract of land situated in Section 31, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the South line of the SE1/4 NE1/4 of said Section 31 from which point the Southeast corner of said SE1/4 NE1/4 bears South 89 degrees 28' 07" East, 1061.26 feet; thence the following courses and distances; South 18 degrees 44' 08" East 590.47 feet; South 23 degrees 04' 51" East, 385.43 feet; South 20 degrees 08' 02" East, 275.85 feet; South 01 degrees 01' 00" East, 153.92 feet to a point on the North Line of Lot 7 of said Section 31; thence North 89 degrees 31' 10" West on said North Line, 663.22 feet; thence leaving said North Line on the following courses and distances: North 61 degrees 11' 14" West, 165.10 feet; North 29 degrees 33' 57" West, 284.64 feet; North 40 degrees 30' 09" West, 181.16 feet; North 53 degrees 21' 02" West, 141.88 feet; North 76 degrees 48' 07" West, 611.43 feet; North 07 degrees 51' 21" West, 213.86 feet; North 24 degrees 14' 23" West 611.89 feet; North 10 degrees 03' 08" West, 254.20 feet; North 23 degrees 20' 05" West, 133.80 feet; North 10 degrees 15' 35" West, 294.26 feet; North 05 degrees 49' 53" East, 286.90 feet; North 14 degrees 52' 21" West, 307.33 feet; North 81 degrees 42' 04" East, 246.78 feet; South 41 degrees 01' 39" East, 209.85 feet; South 57 degrees 28' 17" East, 1075.61 feet; South 50 degrees 45' 53" East,

327.70 feet to a point on the West Line of said SE1/4 NE1/4; thence South 00 degrees 57' 48" East on said West Line, 472.33 feet to the Southwest corner of said SE1/4 NE1/4; thence South 89 degrees 28' 07" East on the South Line of said SE1/4 NE1/4, 266.02 feet to the point of beginning. (1988 Pope)

The NW1/4 SE1/4 and the S1/2 SE1/4 of Section 32 Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

The SW1/4 SW1/4 and beginning at a point at the Northwest corner of the SE1/4 SW1/4; thence diagonally Southeasterly to the Southeast corner of the SE1/4 SW1/4; thence Westerly along the South boundary of the SE1/4 SW1/4 to the Southwest corner of the SE1/4 SW1/4; thence Northerly along the West boundary of the SE1/4 SW1/4 to the point of beginning, in Section 33, Township 40 South, Range 13, East of the Willamette Meridian, Klamath County, Oregon.

The SE1/4 NE1/4 of Section 2, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

Government Lot 2, in Section 2, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

The SW1/4 NE1/4; Government Lot 4; the S1/2 NW1/4; and the S1/2 of Section 2, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

All of Section 3, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

Government Lots 1, 2 and 3; the S1/2 NE1/4; the SE1/4 NW1/4; and the SE1/4 of Section 4, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

Government Lot 4; the SW1/4 NE1/4; and the SW1/4 of Section 4, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

Government Lots 1, 2, and 3; the S1/2 NE1/4; the SE1/4 NW1/4 and the N1/2 SE1/4 of Section 5 Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

The E1/2 NE1/4 of Section 8, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

The W1/2 NW1/4 of Section 9, Township 41 South Range 13 East of the Willamette Meridian, Klamath County, Oregon.

The NE1/4; the E1/2 W1/2; and the S1/2 SE1/4 of Section 9 Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

The N1/2 SE1/4 of Section 9, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

The N1/2; and the SW1/4 of Section 10, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

The SE1/4 of Section 10, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

All of Section 11, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

The W1/2 W1/2 of Section 12 Township 41 South Range 13 East of the Willamette Meridian, Klamath County, Oregon.

The W1/2 NW1/4; the NW1/4 SW1/4 of Section 13, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

The NE1/4; the NW1/4 NW1/4; the S1/2 NW1/4; and the S1/2 of Section 14, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

Beginning at a point on the Northwest corner of SE1/4 SE1/4; thence Easterly along the North Boundary of SE1/4 SE1/4 to the Northeast corner of SE1/4 SE1/4; thence Southerly to the Southeast corner of SE1/4 SE1/4; thence Diagonally Northwesterly to the point of beginning; Section 15, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

The NE1/4; the E1/2 NW1/4; the N1/2 SE1/4 of Section 15, Township 41 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

The W1/2 NW1/4; the NE1/4 SW1/4 and beginning at a point at the Northwesterly corner of the NW1/4 SW1/4; thence Easterly along the North boundary of the NW1/4 SW1/4 to the Northeast corner of the NW1/4 SW1/4; thence Southerly to the Southeast corner of the NW1/4 SW1/4; thence diagonally Northwesterly to the point of beginning of Section 15, Township 41 South, Range 13, East of the Willamette Meridian, Klamath County, Oregon.

Government Lot 1; and beginning at the the Northwest corner of SE1/4 NE1/4; thence Easterly along the North boundary of the SE1/4 NE1/4 to the Northeast corner of the SE1/4 NE1/4; thence Southerly to the Southeast corner of the SE1/4 NE1/4; thence diagonally Northwestelry to the point of beginning. Also beginning at a point at the Northwest corner of the NW1/4 NE1/4; thence Easterly along the North boundary of the NW1/4 NE1/4; to the Northeast corner of the NW1/4 NE1/4; thence Southerly to the Southeast corner of the NW1/4 NE1/4; thence diagonally Northwesterly to the point of beginning, Section 16 Township 41 South Range 13, East of the Willamette Meridian, Klamath County, Oregon.

The SE1/4 NE1/4 NE1/4 SW1/4, the NW1/4 NE1/4 NE1/4 SW1/4 and the SW1/4 NE1/4 NE1/4 SW1/4 of Section 30, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

Tax Account No: 4013 00000 08300	4013 00000 08700
(covers other property)	
4013 00000 08900	
4013 03000 00800	4113 00000 00500
4113 00000 00700	4113 00000 00900
4113 00000 01000	4113 00000 01100
4113 00000 01200	4113 00000 01300
4113 00000 01700	4113 00000 01800
4113 00000 01900	4113 00000 02000
4113 00000 02100	4113 00000 02200
4113 00000 02300	4113 00000 02400
4113 00000 02900	
(covers other property)	
4113 00000 03200	4113 00000 03300
4113 00000 03700	4113 00000 03800
4113 00000 03900	
4013 03000 00600	

1. The assessment roll and the tax roll disclose that the premises herein described have been specially assessed as Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied; in addition thereto a penalty may be levied if notice of disqualification is not timely given.
2. The premises herein described have been classified as Reforestation Land and is subject to the payment of a yield tax immediately prior to harvesting of any forest crop. Upon declassification as Reforestation Land an additional tax may be levied.
(Acct. No. 4113 00000 01200)
3. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.
4. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Langell Valley Irrigation District.
5. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of Pope Reservoir.
6. An easement created by instrument, subject to the terms and provisions thereof,
Recorded: December 20, 1963
Volume: 350, page 31, Deed Records of Klamath County, Oregon
In favor of: United States of America
For: access road
7. An easement created by instrument, subject to the terms and provisions thereof,
Dated: December 8, 1965
Recorded: January 1, 1966
Volume: M66, page 111, Microfilm Records of Klamath County, Oregon
In Favor of: United States of America
For: Transmission Line Easement
Affects: Portions of Sections 30 and 31, Township 40 South, Range 13
East of the Willamette Meridian
8. An easement created by instrument, subject to the terms and provisions thereof,
Dated: February 9, 1966
Recorded: March 7, 1966
Volume: M66, page 1880, Microfilm Records of Klamath County, Oregon
In Favor of: Portland General Electric Company, an Oregon corporation
For: Electric transmission line
Affects: Portions of Sections 30 and 31, Township 40 South, Range 13
East of the Willamette Meridian

9. An easement created by instrument, subject to the terms and provisions thereof,

Dated: September 1, 1966

Recorded: September 21, 1966

Volume: M66, page 9375, Microfilm Records of Klamath County, Oregon

In Favor of: United States of America and Portland General Electric Company, an Oregon corporation

For: Access Road Easement

Affects: Portions of Sections 30 and 31, Township 40 South, Range 13
East of the Willamette Meridian

10. An easement created by instrument, subject to the terms and provisions thereof,

Dated: June 5, 1967

Recorded: June 5, 1967

Volume: M67, page 5498, Microfilm Records of Klamath County, Oregon

In Favor of: Pacific Power & Light Company

For: Right of Way Easement 100 feet in width

Affects: Portions of Sections 30 and 31, Township 40 South, Range 13
East of the Willamette Meridian

11. An easement created by instrument, subject to the terms and provisions thereof,

Dated: June 10, 1968

Recorded: September 6, 1968

Volume: M68, page 8104, Microfilm Records of Klamath County, Oregon

In Favor of: United States of America

For: Access Road Easement

Affects: Affects Portions of Sections 30 and 31, Township 40 South,
Range 12 East of the Willamette Meridian

12. An easement created by instrument, subject to the terms and provisions thereof,

Dated: June 22, 1979

Recorded: July 23, 1979

Volume: M79, page 17423, Microfilm Records of Klamath County, Oregon

In Favor of: Pacific Power & Light Company

For: Right of Way Easement 145 feet in width

Affects: Portions of Sections 30 and 31, Township 40 South, Range 13
East of the Willamette Meridian

13. Lack of insurable access to and from the land.

14. Easement, subject to the terms and provisions thereof, dated December 2, 1989, Recorded December 22, 1989, Volume M89, Page 24740, in favor of Loren Loveness and Elsie Loveness, for a 30-foot wide access road.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Lorraine Rodgers the 21st day
of November A.D., 19 95 at 1:34 o'clock P M., and duly recorded in Vol. M95
of Mortgages on Page 31855.

FEE \$70.00

By Bernetha G. Letsch, County Clerk
Annette Mueller