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Vol M04 Page 38233

State of Oregon, County of Klamath  
Recorded 06/15/2004 10:48 a m  
Vol M04 Pg 38233-40  
Linda Smith, County Clerk  
Fee \$ 56<sup>00</sup> # of Pgs 8


ASSIGNMENT OF NOTE / *Trust Dcd*

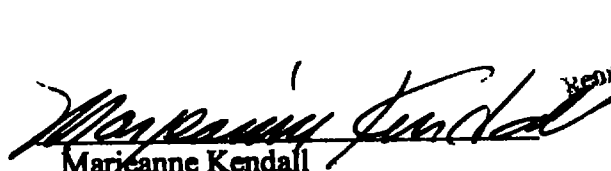
ASSIGNMENT, made as of this 4<sup>th</sup> day of MAY, 2004, between Melvin B. Kendall, and his wife Marjeanne Kendall, having an address at 3601 Pontchartrain, Lake Havasu City, AZ 86404, as the assignors hereunder (collectively hereinafter referred to as the "Assignor"), and Melvin B. Kendall and Marjeanne Kendall, having an address at 3601 Pontchartrain, Lake Havasu City, AZ 86404, as Trustee under the Declaration of Trust of even date herewith, known as the Melvin B. Kendall and Marjeanne Kendall Living Trust, made by Melvin B. Kendall and Marjeanne Kendall and said Trustee, as the assignee hereunder (hereinafter referred to as the "Assignee").

WITNESSETH, that Assignor, in consideration of Ten Dollars and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign unto Assignee and the heirs, personal representatives, executors, administrators, successors and assigns of Assignee forever, the note more particularly described in Exhibit A attached hereto and made a part hereof,

TO HAVE AND TO HOLD the same unto Assignee and the heirs, personal representatives, executors, administrators, successors and assigns of Assignee forever.

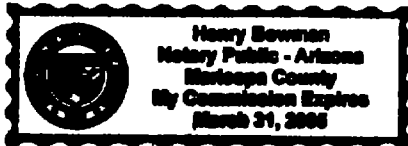
IN WITNESS WHEREOF, Assignor has duly executed this Assignment on the date first above written.

  
Melvin B. Kendall  
Assignor

  
Marjeanne Kendall  
Assignor

STATE OF ARIZONA, COUNTY OF MOHAVE, ss.

The foregoing instrument was acknowledged before me on the 4<sup>th</sup> day of  
May, 2004, by Melvin B. Kendall.

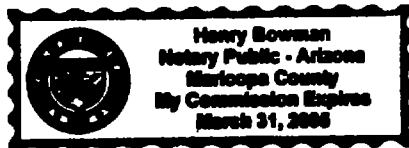


*Henry Bowman*

Notary Public  
My commission expires on 3-31-05

STATE OF ARIZONA, COUNTY OF MOHAVE, ss.

The foregoing instrument was acknowledged before me on the 4<sup>th</sup> day of  
May, 2004, by Marjeanne Kendall.



*Henry Bowman*

Notary Public  
My commission expires on 3-31-05

38235

**EXHIBIT "A"**

#1

Assignment of Sale of Dairy, OR. property

**Mountain Title Company**  
of Klamath County

38236

222 &amp; 6TH ST. • KLAMATH FALLS, OREGON 97601 • TELEPHONE (503) 883-3401 • FAX (503) 882-0620

**COLLECTION ESCROW INSTRUCTIONS**Escrow No.: 32424SELLERS/PAYEES: MELVIN B. KENDALL AND MARJEANNE KENDALLSS# 559-42-624Address: P.O. BOX 183, DAIRY, OR 97625 2909 Pine Grove K-fallsBUYERS/PAYORS: ARLENE J. PALMSS# 567-62.8468Address: 433 Sma Mtn. Hwy. Redding CA 94954

The undersigned hereby deliver to you the papers, money or property hereinafter described to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth, to which the undersigned hereby jointly and severally agree:

- |                                    |                              |                        |
|------------------------------------|------------------------------|------------------------|
| (XX) Trust Deed                    | ( ) Satisfaction of Mortgage | (XX) W-9's             |
| (XX) Promissory Note               | ( ) Memorandum of Contract   | ( ) Tax Addback        |
| (XX) Request for Full Reconveyance | ( ) Real Estate Contract     | ( ) Late Charge        |
| ( ) Mortgage                       | ( ) Warranty Deed            | ( ) Prepayment Penalty |

Other: BUYER MAY MAKE BALLOON PAYMENTS OF \$5,000.00 OR MORE A YEAR AND SELLERS WILL RE-AMORTIZE THE LOAN. ALL PARTIES WILL NOTIFY MOUNTAIN TITLE COMPANY OF THE CHANGES REGARDING THE NOTE.  
MOBILE HOME TITLE, COMBINED BILL OF SALE AND POWER OF ATTORNEY, AND POWER OF ATTORNEY FOR 1975 MARLB VEH # H14270PKY40545

YOUR COLLECTION ESCROW SET UP FEE OF \$ 270.00 IS DEPOSITED HEREWITH.

You are mutually instructed and directed to hold the above described document(s) as an escrow and to deliver the same to the payor(s), or any of them, upon payment to you of the following:

Present principal balance unpaid 120,000.00, to be paid in installments of 848.14 or more, including interest at 7.0% per annum on unpaid balances. Interest begins at closing April 1, 1994, with first installment due on June 1, 1994, and subsequent installments due on or before the 1st day of each month, thereafter until principal balance and interest are paid in full. All due and payable on or before April 1, 2014, 19  , or, as follows:   

THE SERVICE FEE FOR RECEIVING AND DISBURSING THIS ACCOUNT IS \$ 4.00 PER PAYMENT, which is paid by XX Seller    Buyer    Split equally between Buyer and Seller. You are to distribute the proceeds as follows:  
REMIT TO SELLERS

**SPECIAL INSTRUCTIONS:**

ALL PAYMENTS RECEIVED SHALL BE APPLIED FIRST TO INTEREST based on a 365/366 day year WITH THE BALANCE TO PRINCIPAL. ANY PAYMENT RECEIVED AFTER 3:00 P.M. WILL BE POSTED THE NEXT BUSINESS DAY.

You are instructed to disburse funds as received in your office and in the event any checks received by you be uncollectable, the undersigned both jointly and severally, upon demand, agree to immediately reimburse you for funds advanced. Until repaid, the escrow agent may retain all future payments and apply them first toward the payment of the returned check or checks. YOU SHALL HAVE THE RIGHT TO DEMAND PAYMENT BY CASH OR CERTIFIED FUNDS AT ANY TIME. At your option you may defer disbursement of funds received until you have collected funds. ESCROW AGENT MAY CHARGE A FEE TO PAYOR FOR ANY UNCOLLECTED CHECKS SENT BACK TO AGENT'S OFFICE.

(1) You are authorized to accept any payment tendered to you to apply upon the above provided installments whether such payment constitutes all or only part of any installment and whether or not it or any installment is then in default.

When account is 30 days delinquent and upon receipt of written demand from the Payees specifying the account is in default, without any notice to Payors, you are authorized to deliver all documents in your possession to the Payees or their designee and terminate this escrow.

(2) You are authorized to accept the whole or any part of the unpaid balance on the above described obligation at any time.

(3) When you have received for the Payees payment in full and the required reconveyance, satisfaction and/or closing fees as above provided you will surrender all the above documents to the Payors or any of them. Except as herein provided, none of the above described

#1 page 2 Kenco Eq.

38237

AMERITITLE  
COLLECTION ESCROW DEPARTMENT  
300 KLAMATH AVENUE  
KLAMATH FALLS, OREGON 97601  
(541) 883-3401

Escrow statement for  
DAIRY, CR. Property

2003 ANNUAL STATEMENT AS OF: 01/02/2004  
ACCOUNT: 32424

PAGE: 1

MELVIN B & MARJEANNE KENDALL  
1642 MC CULLOCK BLVD. N, FMB 256  
LAKE HAVASU CITY, AZ 86403

\*\*\*\*\* IMPORTANT TAX INFORMATION \*\*\*\*\*  
\* SOCIAL SECURITY NUMBER: 559-42-6248 \*  
\* YTD INTEREST REPORTED \$6913.01 \*  
\* This information is being forwarded \*  
\* to the IRS and is provided in lieu \*  
\* of a 1098/1099 Form. \*  
\*\*\*\*\*

BUYERS:  
ARLENE J PALM

SELLERS:  
100.00000 MELVIN B & MARJEANNE KENDALL

PUR AMT: 848.14 INT RATE: 7.00000 BUYER FEE: .00 M SELLER FEE: 4.00 M  
BEGIN PRINCIPAL: 100,490.67 CURR PRINCIPAL: 97,226.00 BEGIN RESERVE: .00 CURR RESERVE: .00

INT DATE	RECEIPT	BUYER FEE	INTEREST	PRINCIPAL	BALANCE	RESERVE	UNPAID INT	FEE ADJUST	SELLER FEE
01/01/2003	848.14	.00	616.71	231.43	100,259.24	.00	.00	.00	4.00
CHECK #	00270843	844.14	KLAMATH FIRST FEDERAL						
02/01/2003	848.14	.00	596.06	252.08	100,007.16	.00	.00	.00	4.00
CHECK #	00272407	844.14	KLAMATH FIRST FEDERAL						
03/01/2003	848.14	.00	577.02	271.12	99,686.04	.00	.00	.00	4.00
CHECK #	00274038	844.14	KLAMATH FIRST FEDERAL						
04/01/2003	848.14	.00	554.47	293.67	99,402.37	.00	.00	.00	4.00
CHECK #	00275653	844.14	KLAMATH FIRST FEDERAL						
05/01/2003	848.14	.00	571.98	276.24	99,126.13	.00	.00	.00	4.00
CHECK #	00277291	844.14	KLAMATH FIRST FEDERAL						
06/01/2003	848.14	.00	584.38	263.76	98,862.37	.00	.00	.00	4.00
CHECK #	00279343	844.14	KLAMATH FIRST FEDERAL						
07/01/2003	848.14	.00	485.80	362.34	98,569.73	.00	.00	.00	4.00
CHECK #	00280393	844.14	KLAMATH FIRST FEDERAL						
08/01/2003	848.14	.00	584.92	263.22	98,326.81	.00	.00	.00	4.00
CHECK #	00282101	844.14	KLAMATH FIRST FEDERAL						
09/01/2003	848.14	.00	522.29	325.85	98,100.66	.00	.00	.00	4.00
CHECK #	00283795	844.14	KLAMATH FIRST FEDERAL						
10/01/2003	848.14	.00	545.60	302.54	97,798.12	.00	.00	.00	4.00
CHECK #	00285301	844.14	KLAMATH FIRST FEDERAL						
11/01/2003	848.14	.00	616.94	229.20	97,569.92	.00	.00	.00	4.00
CHECK #	00287012	844.14	KLAMATH FIRST FEDERAL						
12/01/2003	848.14	.00	585.22	262.92	97,326.00	.00	.00	.00	4.00
CHECK #	00288218	844.14	KLAMATH FIRST FEDERAL						

INT DATE	RECEIPT	BUYER FEE	INTEREST	PRINCIPAL	BALANCE	RESERVE	UNPAID INT	FEE ADJUST	SELLER FEE
YTD TOTALS:	RECEIPT	BUYER FEE	INTEREST	PRINCIPAL	BALANCE	RES IN	RES OUT	UNPAID INT	SELLER FEE
	10,177.88	.00	6,913.03	3,264.67	97,226.00	.00	.00	.00	48.00

PLEASE ADDIT YOUR STATEMENT TO MAKE SURE IT CONFORMS WITH YOUR RECORDS. SHOULD YOU FIND ANY DISCREPANCIES, CONTACT OUR OFFICE IMMEDIATELY. IF WE DO NOT HEAR FROM YOU IN 30 DAYS, WE WILL ASSUME THESE TO BE THE CORRECT FIGURES.

38238

78506 04-04-94A11:12 RCVD

32474-MK  
TRUST DEED

Vol. 94 Page 9808

THIS TRUST DEED, made this 28 day of March, 1994, between ARLENE J. PALM, as Grantor,

MOUNTAIN TITLE COMPANY OF KLAHATH COUNTY, as Trustee, and MELVIN B. KENDALL AND MARJEANNE KENDALL, as Beneficiary,

## WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAHATH County, Oregon, described as:  
SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereto belonging or in any in now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ~~ONE HUNDRED TWENTY THOUSAND AND NO~~ / 100ths \*\*\*\*\* Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable ~~PER TERMS OF NOTE~~, 19

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, become immediately due and payable.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the property.

2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than full insurable value at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, under or invalidate any act done pursuant to such notice.

5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payments, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any such action, proceeding in which the beneficiary or trustee may appear, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, from further action to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it elects, to require that all or any portion of the monies payable as compensation for such taking, be paid to the beneficiary or trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 94A.505 to 94A.525.

## TRUST DEED

ARLENE J. PALM

Grantor

MELVIN B. KENDALL AND MARJEANNE KENDALL

P.O. BOX 183

DAIRY, OR

Beneficiary

MOUNTAIN TITLE COMPANY  
OF KLAHATH COUNTY

## STATE OF OREGON,

County of \_\_\_\_\_

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ or as fee/file/instrument/microfilm/reception No. \_\_\_\_\_ of said County.

Witness my hand and seal of County affixed.

By \_\_\_\_\_  
Deputy

which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees reasonably paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, reasonably paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness incurred hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subdivision or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any defect or notice of defect hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any covenants hereunder, time being of the essence with respect to such payment and/or performance, the beneficiaries and decedent all agree secured hereby immediately due and payable. In such an event the beneficiary or beneficiaries elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed as a mortgage, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 84.733 to 84.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 3 days before the date the trustee conducts the sale, the grantor at any other person on privileged by ORS 86.733, may cure the default or defaults. If the default consists of a failure to pay, when due, sums accrued by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by fulfilling the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligations of the trust deed, together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property as sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiaries, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale in payment of (1) the expenses of sale, including the compensation of the trustee, and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to the principal and interest on the indebtedness secured by the trust deed subsequent to the interest of the trust deed as such interests may be determined by the court, and (4) the surplus, if any, to the grantor or to any person in interest entitled to such surplus.

14. Noncollateral may from time to time appoint a successor or successors in any trustee named herein or to any successor trustee appointed hereunder, upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by Noncollateral, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to sell any party hereto of pawning sale under any other deed of trust or at any action or proceeding in which grantor, beneficiary or trustee, shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successors in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto.

and that the grantor will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(g) primarily for grantor's personal, family or household purposes (see Important Notice below).

(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

(d) *in* an organization, or (even if greater is a natural person) not a natural person, or  
This deed applies to, inure to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors,  
personal representatives, successors and assigns. The term *broccolieri* shall mean the holder and owner, including pledgee, of the contract  
secured hereby, whether or not named as a broccolieri hereto.

*In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, construed and intended to make the provisions hereof apply equally to corporations and to individuals.*

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

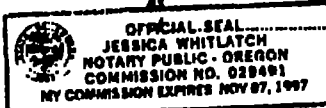
**IMPORTANT NOTICE:** Deleto, by itself, is not applicable if warranty (a) or (b) on such work is defined in the beneficiary **MUST** comply with the out, whichever warranty (a) or (b) is able and the beneficiary is a creditor in Lending Act and Regulation 2, the beneficiary **MUST** comply with the out and Regulation by making required disclosures for this purpose use **Stevens-Hest Form No. 1319**, or equivalent. If compliance with the Act is not required, disregard this notice.

ARLENE J. PACE

STATE OF OREGON, County of Clatsop ss. an CL

This instrument was acknowledged before me on March 30 1971  
by ARLENE J. PALM

**This instrument was acknowledged before me on** \_\_\_\_\_ **19** \_\_\_\_\_



*Jessie Whitlatch*  
Notary Public for Oregon  
My commission expires 11/7/97

**WARRANT FOR FULL RECONVEYANCE** (To be used only when obligations have been paid.)

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidence of indebtedness secured by the trust deed (which are delivered to you hereuntogether with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same. All reconveyance is a document to be

**DATED:** \_\_\_\_\_ 19\_\_\_\_

Do not lose or destroy this Trust Deed OR THE NOTE which it secures.  
Both must be delivered to the Trustee for cancellation before  
rescissions will be made.

*Emulciary*

EXHIBIT "A"  
LEGAL DESCRIPTION

A portion of the W 1/2 NE 1/4 of Section 31, and a portion of the SW 1/4 SE 1/4 of Section 30, all in Township 38 South, Range 11 1/2 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on the Northerly right-of-way line of the Klamath Falls-Lakeview Highway which is 60 feet Westerly, along said right-of-way line, from the East line of the SW 1/4 NE 1/4 of said Section 31, said point also being the intersection of the Northerly right-of-way of the Klamath Falls-Lakeview Highway and the Westerly right-of-way line of the Mitchell-Hankins County Road; thence West, along the Northerly right-of-way line of the Klamath Falls-Lakeview Highway, a distance of 1089.0 feet to a point; thence North, parallel with the East line of said W 1/2 NE 1/4 of Section 31, a distance of 1755.0 feet, more or less, to the Southwesterly right-of-way line of the said Mitchell-Hankins County Road; thence Southeasterly and Southerly along said right-of-way line to the Northerly right-of-way line of the Klamath Falls-Lakeview Highway and the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 4th day  
of April A.D., 19 94 at 11:12 o'clock A.M., and duly recorded in Vol. M94  
of Mortgages on Page 9808.

FEE \$20.00

Evelyn Biahn

-County Clerk

By Dorinda M. Henderson