

2010-004424

Klamath County, Oregon



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04/12/2010 03:28:49 PM

Fee: \$87.00

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FIRST TRUST DEED WITH ASSIGNMENT OF RENTS

Grantor's Name and Address:

SPACE RESERVED FOR RECORDER'S USE

Samuel S. and Ronita R. Shaw, their successors and/or assigns
4849 San Francisco Street NE, #27
Salem, OR 97305

Beneficiary's Name and Address:

James K. and Janice M. Hansen, their successors and/or assigns
c/o Access G T Mortgage, Inc.
945 Alder Drive NE
Keizer, OR 97303

After recording, return to (Name and Address):

Access G T Mortgage, Inc.
945 Alder Drive NE
Keizer, OR 97303

THIS TRUST DEED, made this 9th day of April, 2010, between Samuel S. and Ronita R. Shaw,
their successors and/or assigns, as **Grantor**, First American Title Insurance Company of Oregon, as
Trustee, and James K. and Janice M. Hansen, their successors and/or assigns, as **Beneficiary**

WITNESSETH:

Grantor irrevocably grants, bargains, sells, assigns, and conveys to trustee in trust, its successors and assigns,
with power of sale, all of the property located in Klamath County, Oregon, described as:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Commonly known as 9329 Hwy 97 S., Klamath Falls, OR 97601, Property ID Nos. R585824 & M27090

Together with all and singular tenements, hereditaments, and appurtenances, including easements and all
other rights thereunto belonging or in anywise now or hereafter appertaining, including but not limited to
improvements now or hereafter erected on or attached to or used in connection with the property, all
replacements, all additions, and all the rents, issues and profits thereof and all buildings and fixtures; to have
and to hold the same, unto the Trustee, and the successors in interest of the Trustee, in fee simple estate.

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 in this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 896.505 to 896.585.

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FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantors herein contained and the payment of the sum of Seventy Thousand and no/100ths Dollars (\$70,000.00), 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 on April 9, 2015.

DUE ON SALE PROVISION: 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, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable. The execution by grantor of an earnest money agreement does not constitute a sale, conveyance or assignment.

TO PROTECT THE SECURITY OF THIS TRUST DEED, THE GRANTOR AGREES TO DO THE FOLLOWING:

1. **PROPERTY PROTECTION:** To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building therein; not to commit or permit any waste of the property.
2. **COMPLETION AND RESTORATION OF IMPROVEMENTS:** To complete or restore promptly and in good and workmanlike manner any building or improvement, which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred to accomplish the same.
3. **LEGAL AND UCC COMPLIANCE:** 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 search agencies as may be deemed desirable by the beneficiary.
4. **PROPERTY INSURANCE:** To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and other hazards as the beneficiary may require, in an amount not less than **Full Insurable Value**, written by companies acceptable to the beneficiary, with loss payable to the beneficiary; proof of insurance shall be delivered to the beneficiary as soon as issued.
5. **PAYMENT OF LIENS, TAXES, ASSESSMENTS, AND OTHER CHARGES:** To keep the property free from construction liens and to pay all taxes, assessments, insurance premiums, liens and other charges payable by Grantor, either by direct payment or by providing beneficiary with funds with which to make such payment. 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, with interest as aforesaid, the property herein described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

6. **PAYMENT OF TRUST'S EXPENSES:** 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. **APPEARANCE AND DEFENSE AND PAYMENT OF RELATED COSTS:** To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or 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 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, grantor further agrees to pay such sum that the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney fees on such appeal.

THE PARTIES MUTUALLY AGREE:

8. **EMINENT DOMAIN/CONDEMNATION PROVISIONS:** In the event that any portion or all of the property is taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by grantor or beneficiary in such proceedings, shall be applied upon the indebtedness secured 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. **ASSIGNMENT OF RENTS:** 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 sue or otherwise collect the rents, royalties, 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. Said rents, royalties, issues, and profits are hereby assigned to the beneficiary as further security for the payment of such indebtedness.
10. **WHAT DOES NOT CURE, WAIVE, OR INVALIDATE DEFAULT:** The entering upon and taking possession of the property, the collection of such rents, royalties, 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 default or notice of default hereunder or invalidate any act done pursuant to such notice.
11. **DEFAULT AND NOTICE:** Upon default (See definition of default in the subject Promissory Note.) by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may send a written notice to the grantor stating that if the grantor does not pay the past due amount by a certain date, the beneficiary may declare all sums secured hereby immediately due and payable. The deadline for paying the past due amount must be no sooner than 15 days from the mailing or delivering of a written notice to the grantor. Such notice must be mailed or delivered not sooner than 16 days after the due date of the payments. In such an event the beneficiary may elect to proceed to foreclose this trust deed by advertisement and sale, or direct the trustee to foreclose this trust deed, 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 86.735 to 86.795.

12. **HOW DEFAULT MAY BE CURED:** The Grantor and those persons authorized by ORS 86.753 may cure any default at any time prior to 5 days before the date the trustee has designated for sale. Any cure of default(s) shall require payment of or tendering performance of all costs and expenses actually incurred in enforcing the obligations of this trust deed, including, but not limited to, trustee's and attorney's fees as authorized by law. In absence of any such cure, the Trustee will enforce the obligations of this Trust Deed in accordance with Paragraph 11 herein and as authorized and required by applicable law.
13. **FORECLOSURE SALE PROVISIONS:** 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 so sold, but without any covenant or warranty, expressed 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 beneficiary, may purchase at the sale.
14. **APPLICATION OF FORECLOSURE SALE PROCEEDS:** When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (a) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (b) to the obligation secured by the trust deed, (c) to all persons or entities having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority, and (d) the surplus, if any, to the grantor or to any successor in interest entitled to such surplus.
15. **APPOINTMENT OF SUCCESSOR TRUSTEES:** Beneficiary may from time to time appoint a successor or successors to 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 beneficiary, 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.
16. **GRANTOR'S AFFIRMATION OF OWNERSHIP AND CLEAR TITLE:** The grantor covenants to and agrees with the beneficiary and the beneficiary's successor in interest that the grantor has lawful possession in fee simple of the real property and has a valid and unencumbered title thereto, except as may be set forth in an addendum or exhibit attached hereto, and that the grantor will warrant and always defend the same against all persons whomsoever.
17. **FORCED PLACEMENT INSURANCE WARNING:** Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against

grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

18. **USE OF PROCEEDS STATEMENT:** The grantor warrants that the loan proceeds of the above-described note and this trust deed are for business or commercial purposes.
19. **NO VIOLATION OF LAND USE LAWS:** This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Any person holding or acquiring fee title to the subject property should check with the appropriate city or county planning department to verify approved uses and to determine any limits on lawsuits.
20. **NO SUBORDINATE LIENS:** No subordinate mortgages, trust deeds, or loans shall be placed on the subject collateral for this loan without the written permission of the beneficiary.
21. **OTHER LEGAL EXPLANATIONS:** This deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. 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, assumed, and implied to make the provisions hereof apply equally to corporations or other entities as well as to individuals. It is also understood that the titles of the paragraphs in this trust deed have been inserted as a convenience to the reader and in no way or degree limit or exceed the provisions in the paragraphs themselves. Only the detailed statements in each paragraph are binding, not the titles of the paragraphs.

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

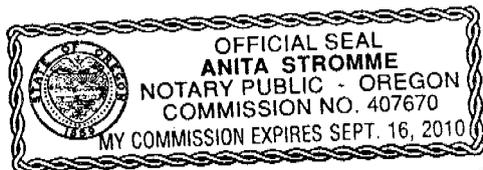
Grantor: *Samuel S. Shaw*
Samuel S. Shaw

Date: 4-8-2010

STATE OF Oregon, COUNTY OF Marion) ss.

On this 8th day of April, 2010, before me personally appeared Samuel S. Shaw, personally verified to me to be the person whose name is subscribed to this instrument and acknowledged to me that he executed the same as his voluntary act and deed in his authorized capacity, and that by his signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument. WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY SEAL OR STAMP



Anita Stromme
Notary Public
My commission expires: 9/16/2010

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

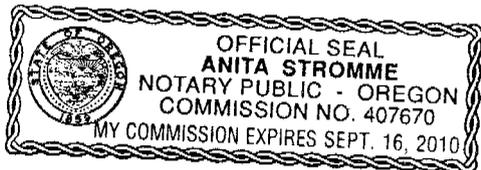
Grantor: *Ronita R. Shaw*
Ronita R. Shaw

Date: 4-8-10

STATE OF Oregon, COUNTY OF Marion) ss.

On this 9th day of April, 2010, before me personally appeared Ronita R. Shaw, personally verified to me to be the person whose name is subscribed to this instrument and acknowledged to me that she executed the same as her voluntary act and deed in her authorized capacity, and that by her signature on the instrument the person or entity upon behalf of which the person acted, executed the instrument. WITNESS MY HAND AND OFFICIAL SEAL.

NOTARY SEAL OR STAMP



Anita Stromme
Notary Public
My commission expires: 9/16/2010

Do not lose or destroy this Trust Deed OR THE NOTE, which it secures. Both should be delivered to the trustee for cancellation before reconveyance is made.

REQUEST FOR FULL RECONVEYANCE

(To be used only when obligations have been paid in full)

TO: _____, Trustee

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 herewith together 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.

Mail reconveyance documents to Borrower: Samuel S. and Ronita R. Shaw
c/o Access G T Mortgage, Inc.
945 Alder Drive NE
Keizer, OR 97303

Beneficiary: _____ Dated: _____, 20____

Beneficiary: _____ Dated: _____, 20____

Exhibit "A"

LEGAL DESCRIPTION

Real property in the County of Klamath, State of Oregon, described as follows:

THE SOUTH HALF OF SOUTHWEST QUARTER, SOUTHWEST QUARTER OF SOUTHEAST QUARTER LYING EAST OF HIGHWAY 97 AND NORTH AND WEST OF DEL FATTI ROAD IN SECTION 30, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.

EXCEPTING THEREFROM THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER AND THAT PORTION OF SOUTHEAST QUARTER OF SOUTHWEST QUARTER SECTION 30, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EASTERLY FROM A 3/4 INCH PIPE LOCATED AT THE INTERSECTION OF THE NORTH BOUNDARY OF THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER AND THE SOUTHEASTERLY HIGHWAY RIGHT OF WAY 607 FEET ALONG A FENCE LINE, GENERALLY ACCEPTED AS THE NORTH BOUNDARY OF THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER TO A 3/4 INCH IRON PIPE, TO THE POINT OF BEGINNING; THENCE SOUTH $1^{\circ} 54' 40''$ WEST A DISTANCE OF 455.3 FEET TO A 3/4 IRON PIPE REFERENCE MONUMENT; THENCE SOUTH $1^{\circ} 54' 40''$ WEST A DISTANCE OF 10.3 FEET TO THE CENTER OF AN IRRIGATION DITCH; THENCE SOUTH $89^{\circ} 41' 10''$ WEST ALONG THE CENTER LINE OF SAID IRRIGATION DITCH AS THE SAME IS PRESENTLY LOCATED AND CONSTRUCTED, 285 FEET; THENCE DUE SOUTH TO THE CENTER LINE OF DEL FATTI ROAD A DISTANCE OF 855 FEET, MORE OR LESS; THENCE EASTERLY ALONG THE CENTER LINE OF SAID ROAD TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER; THENCE NORTHERLY ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER TO THE NORTHERLY BOUNDARY OF SAID SOUTHEAST QUARTER OF SOUTHWEST QUARTER; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER A DISTANCE OF 230 FEET MORE OR LESS TO THE POINT OF BEGINNING. EXCEPTING THEREFROM THOSE PORTIONS DEEDED TO THE PUBLIC FOR ROAD PURPOSES IN BOOK 297 PAGE 258, DEED RECORDS OF KLAMATH COUNTY, OREGON.

ALSO EXCEPTING THEREFROM A PIECE OR PARCEL OF LAND SITUATE IN THE SOUTH HALF OF SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SECTION LINE MARKING THE SOUTHERLY BOUNDARY OF SAID SECTION 30, WITH A LINE PARALLEL WITH AND 50 FEET DISTANT AT RIGHT ANGLES SOUTHEASTERLY FROM THE CENTER LINE OF THE KLAMATH FALLS-MIDLAND SECTION OF THE OREGON STATE HIGHWAY, AS THE SAME IS NOW LOCATED AND CONSTRUCTED, FROM WHICH POINT OF INTERSECTION THE SOUTHWESTERLY CORNER OF THE SAID SECTION 30 BEARS SOUTH $89^{\circ} 42' 1/2''$ WEST 827.1 FEET, MORE OR LESS, AND RUNNING THENCE NORTH $89^{\circ} 42' 1/2''$ EAST 344.87 FEET ALONG SAID SECTION LINE TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH $36^{\circ} 49' 1/2''$ EAST 163.00 FEET, MORE OR LESS, TO A POINT IN A LINE PARALLEL WITH AND 130.00 FEET DISTANT AT RIGHT ANGLES NORTHERLY FROM SAID SECTION LINE; THENCE NORTH $89^{\circ} 42' 1/2''$ EAST ALONG SAID PARALLEL LINE 74.32 FEET; THENCE SOUTH $0^{\circ} 17' 1/2''$ EAST 130.00 FEET, MORE OR LESS, TO A POINT IN THE SAID SECTION LINE; THENCE SOUTH $89^{\circ} 42' 1/2''$ WEST ALONG THE SAID SECTION LINE 172.70 FEET, MORE OR LESS, TO THE SAID POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM A PIECE OR PARCEL OF LAND SITUATE IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SECTION LINE MARKING THE SOUTHERLY BOUNDARY OF THE SAID SECTION 30, WITH A LINE PARALLEL WITH AND 50 FEET DISTANT AT RIGHT ANGLES SOUTHEASTERLY FROM THE CENTER LINE OF THE KLAMATH FALLS-MIDLAND SECTION OF THE OREGON STATE HIGHWAY, AS THE SAME IS NOW LOCATED AND CONSTRUCTED FROM WHICH POINT OF INTERSECTION THE SOUTHWESTERLY CORNER OF THE SAID SECTION 30 BEARS, SOUTH $89^{\circ} 42' 1/2''$ WEST, 827.1 FEET, MORE OR LESS DISTANT, AND RUNNING THENCE NORTH $36^{\circ} 49' 1/2''$ EAST, ALONG SAID PARALLEL LINE 337.62 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE SOUTH $53^{\circ} 10' 1/2''$ EAST, 250.0 FEET; THENCE SOUTH $36^{\circ} 49' 1/2''$ WEST, AND PARALLEL WITH THE SAID CENTER LINE OF KLAMATH FALLS-MIDLAND SECTION OF THE OREGON STATE HIGHWAY 148.43 FEET, MORE OR LESS, TO A POINT IN THE SAID SECTION LINE MARKING THE SOUTHERLY BOUNDARY OF THE SAID SECTION 30; THENCE SOUTH $89^{\circ} 42' 1/2''$ WEST, ALONG SAID SECTION LINE 275.9 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE PARALLEL WITH AND 80 FEET DISTANT AT RIGHT ANGLES SOUTHEASTERLY FROM THE SAID CENTER LINE OF THE KLAMATH FALLS-MIDLAND SECTION OF THE OREGON STATE HIGHWAY; THENCE NORTH $36^{\circ} 42' 1/2''$ EAST ALONG SAID PARALLEL LINE 259.37 FEET; THENCE NORTH $53^{\circ} 10' 1/2''$ WEST 30.00 FEET, MORE OR LESS, TO A POINT IN THE SAID LINE PARALLEL WITH AND 50.00 FEET DISTANT AT RIGHT ANGLES SOUTHEASTERLY FROM THE SAID CENTER LINE OF THE KLAMATH FALLS-MIDLAND SECTION OF THE OREGON STATE HIGHWAY; THENCE NORTH $36^{\circ} 49' 1/2''$ EAST, ALONG SAID LAST MENTIONED PARALLEL LINE 55.55 FEET TO THE TRUE POINT OF BEGINNING; EXCEPTING THEREFROM, THAT PORTION OF SAID PROPERTY LYING WITHIN THE LIMITS OF ROADS AND HIGHWAYS.

AND FURTHER EXCEPTING THEREFROM A PIECE OR PARCEL OF LAND SITUATE IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN IN KLAMATH COUNTY, OREGON AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SECTION LINE MARKING THE SOUTHERLY BOUNDARY OF THE SAID SECTION 30 WITH A LINE PARALLEL WITH AND 50.00 FEET DISTANT AT RIGHT ANGLES SOUTHEASTERLY FROM THE CENTER LINE OF THE KLAMATH FALLS-MIDLAND SECTION OF THE OREGON STATE HIGHWAY AS THE SAME IS NOW LOCATED AND CONSTRUCTED FROM WHICH POINT OF INTERSECTION THE SOUTHWESTERLY CORNER OF THE SAID SECTION 30 BEARS SOUTH $89^{\circ} 42' 1/2''$ WEST, 827.1 FEET, MORE OR LESS DISTANT, AND RUNNING NORTH $36^{\circ} 49' 1/2''$ EAST, ALONG SAID PARALLEL LINE 337.62 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH $36^{\circ} 49' 1/2''$ EAST, AND CONTINUING ALONG SAID PARALLEL LINE 200.0 FEET; THENCE SOUTH $53^{\circ} 10' 1/2''$ EAST 250.0 FEET; THENCE SOUTH $36^{\circ} 49' 1/2''$ WEST, AND PARALLEL WITH SAID CENTER LINE OF THE KLAMATH FALLS-MIDLAND SECTION OF THE OREGON STATE HIGHWAY 200.0 FEET; THENCE NORTH $53^{\circ} 10' 1/2''$ WEST 250.0 FEET, MORE OR LESS, TO THE SAID POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM A TRACT OF LAND BEGINNING AT A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE COUNTY ROAD WHICH LIES 159.2 FEET WEST AND 30 FEET NORTH OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN AND

RUNNING THENCE; EAST ALONG THE NORTH LINE OF THE COUNTY ROAD AND 30 FEET NORTHERLY AT RIGHT ANGLES FROM THE SOUTH LINE OF SECTION 30 A DISTANCE OF 129.2 FEET; THENCE NORTH ALONG THE WEST RIGHT OF WAY LINE OF THE COUNTY ROAD AND 30 FEET WESTERLY AT RIGHT ANGLES FROM THE EAST LINE OF THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF SECTION 30 A DISTANCE OF 129.2 FEET; THENCE SOUTHWESTERLY FOLLOWING THE ARC OF A 44° 21' CURVE TO THE RIGHT A DISTANCE OF 202.93 FEET, MORE OR LESS, TO THE POINT OF BEGINNING (THE LONG CHORD OF THIS CURVE BEARS SOUTH 45° WEST).

AND EXCEPTING THEREFROM A PIECE OF PARCEL OF LAND SITUATE IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN IN KLAMATH COUNTY, OREGON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SECTION LINE MARKING THE SOUTHERLY BOUNDARY OF THE SAID SECTION 30, WITH A LINE PARALLEL WITH AND 50.00 FEET DISTANT AT RIGHT ANGLES SOUTHEASTERLY FROM THE CENTER LINE OF THE KLAMATH FALLS-MIDLAND SECTION OF THE OREGON STATE HIGHWAY, AS THE SAME IS NOW LOCATED AND CONSTRUCTED FROM WHICH POINT OF INTERSECTION OF THE SOUTHWESTERLY CORNER OF THE SAID SECTION 30 BEARS SOUTH 89° 42 1/2' WEST 827.1 FEET, MORE OR LESS, DISTANT; AND RUNNING THENCE NORTH 36° 42 1/2' EAST 517.57 FEET, ALONG SAID SECTION LINE TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION, AND RUNNING THENCE NORTH 0° 17' WEST 130.00 FEET; THENCE SOUTH 89° 42 1/2' WEST 74.32 FEET, MORE OR LESS, TO A POINT IN A LINE PARALLEL WITH AND 325.00 FEET DISTANT AT RIGHT ANGLES SOUTHEASTERLY FROM THE SAID CENTER LINE OF THE OREGON STATE HIGHWAY; THENCE NORTH 36° 49 1/2' EAST ALONG SAID PARALLEL LINE 188.11 FEET; THENCE NORTH 89° 42 1/2' EAST PARALLEL WITH SAID SECTION LINE, 110.81 FEET; THENCE SOUTH 0° 17 1/2' EAST 280.00 FEET, MORE OR LESS, TO A POINT IN SAID SECTION LINE; THENCE SOUTH 89° 27 1/2' WEST 150.00 FEET, MORE OR LESS, ALONG SAID SECTION LINE TO SAID TRUE POINT OF BEGINNING.

A TRACT OF LAND IN THE SOUTH HALF OF SOUTHWEST QUARTER, SECTION 30, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SECTION LINE MARKING THE SOUTHERLY BOUNDARY OF THE SAID SECTION 30 WITH A LINE PARALLEL WITH AND 50 FEET DISTANT AT RIGHT ANGLES SOUTHEASTERLY FROM THE CENTER LINE OF THE KLAMATH FALLS-MIDLAND SECTION OF THE OREGON STATE HIGHWAY AS THE SAME IS NOW LOCATED AND CONSTRUCTED FROM WHICH POINT OF INTERSECTION OF THE SOUTHWESTERLY CORNER OF THE SAID SECTION 30 BEARS SOUTH 89° 42 1/2' WEST 827.1 FEET, MORE OR LESS, DISTANT AND RUNNING THENCE NORTH 89° 42 1/2' EAST 667.57 FEET ALONG SAID SECTION LINE TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE HEREIN DESCRIBED; THENCE NORTH 0° 17 1/2' WEST 280 FEET; THENCE NORTH 89° 42 1/2' EAST AND PARALLEL WITH SAID SECTION LINE 50 FEET TO A POINT; THENCE SOUTH 0° 17 1/2' EAST 280.00 FEET, MORE OR LESS TO A POINT IN SAID SECTION LINE; THENCE SOUTH 89° 42 1/2' WEST 50 FEET, MORE OR LESS, ALONG SAID SECTION LINE TO SAID TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM

A TRACT OF LAND IN SOUTH HALF OF SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SECTION LINE MARKING THE SOUTHERLY BOUNDARY OF SAID SECTION 30 WITH A LINE PARALLEL WITH AND 50 FEET DISTANT AT RIGHT ANGLES SOUTHEASTERLY FROM THE CENTER LINE OF THE KLAMATH FALLS-MIDLAND SECTION OF THE OREGON STATE HIGHWAY, AS THE SAME IS NOW LOCATED AND CONSTRUCTED FROM WHICH POINT OF INTERSECTION THE SOUTHWESTERLY CORNER OF SAID SECTION 30 BEARS SOUTH 89° 42 1/2' WEST 827.1 FEET, MORE OR LESS, AND DISTANT AND RUNNING THENCE NORTH 89° 42 1/2' EAST, 717.57 FEET ALONG SAID SECTION LINE TO THE TRUE POINT OF BEGINNING OF THE TRACT TO BE HEREIN DESCRIBED; THENCE NORTH 0° 17 1/2' WEST, 280 FEET; THENCE NORTH 89° 42 1/2' EAST AND PARALLEL WITH SAID SECTION LINE, 150.0 FEET TO A POINT; THENCE SOUTH 0° 17 1/2' EAST, 280.00 FEET, MORE OR LESS TO A POINT IN SAID SECTION LINE; THENCE SOUTH 89° 42 1/2' WEST 150.0 FEET, MORE OR LESS, ALONG SAID SECTION LINE TO SAID TRUE POINT OF BEGINNING.

AND EXCEPTING THEREFROM

A PIECE OR PARCEL OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN IN KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHERLY BOUNDARY OF SECTION 30, TOWNSHIP 39 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, AND A LINE PARALLEL WITH AND 50.00 FEET DISTANT AT RIGHT ANGLES SOUTHEASTERLY FROM THE CENTERLINE OF THE KLAMATH FALLS-MIDLAND SECTION OF THE OREGON STATE HIGHWAY, AS THE SAME IS PRESENTLY LOCATED AND CONSTRUCTED, AND FROM WHICH POINT OF INTERSECTION THE SOUTHWESTERLY CORNER OF SAID SECTION 30 BEARS SOUTH 89° 42' 30" WEST 827.1 FEET DISTANT; THENCE NORTH 36° 49' 30" EAST PARALLEL TO THE CENTER LINE OF SAID HIGHWAY 1,071.5 FEET TO A 3/4 INCH IRON PIPE AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89° 41' 10" EAST, ALONG THE CENTER LINE OF AN EXISTING IRRIGATION DITCH, AS THE SAME IS PRESENTLY LOCATED AND CONSTRUCTED, 943.8 FEET TO A POINT; THENCE NORTH 1° 54' 40" EAST 10.3 FEET TO AN IRON PIPE REFERENCE MONUMENT; THENCE NORTH 1° 54' 40" EAST 435.3 FEET TO A 3/4 INCH IRON PIPE IN THE EXISTING EAST-WEST FENCE WHICH GENERALLY ACCEPTED AS THE NORTH BOUNDARY OF THE SOUTHEAST QUARTER OF SOUTHWEST QUARTER OF SECTION 30; THENCE SOUTH 89° 59' 10" WEST ALONG SAID EXISTING FENCE 607.0 FEET TO A 3/4 INCH IRON PIPE AT THE INTERSECTION WITH THE SOUTHEASTERLY HIGHWAY RIGHT OF WAY FENCE; THENCE SOUTH 36° 50' WEST ALONG SAID EXISTING RIGHT OF WAY FENCE 587.7 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM THAT PORTION RECORDED SEPTEMBER 13, 1988 IN VOLUME M88 PAGE 14975, DEED RECORDS OF KLAMATH COUNTY, OREGON.

Tax Parcel Number: R585824 and M27090