

WTC 89243

2011-001961

Klamath County, Oregon



00097107201100019610120121

WHEN RECORDED RETURN TO:

Paul Reich
Meyer Memorial Trust
425 N.W. 10th Avenue, Suite 400
Portland, Oregon 97209

02/16/2011 03:38:52 PM

Fee: \$107.00

**TRUST DEED, ASSIGNMENT OF RENTS, SECURITY AGREEMENT,
AND FIXTURE FILING**

THIS TRUST DEED, ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING (this "Trust Deed") is made this 10th day of ~~December~~ ^{February}, 2010, between **The Conservation Fund, a Nonprofit Corporation**, whose address is 1655 N. Fort Myer, Suite 1300, Arlington, Virginia 22209, as grantor ("Grantor"), **Amerititle, Inc.**, whose address is 300 Klamath Avenue, Klamath Falls, OR 97601-9801, as trustee ("Trustee"), and the **Meyer Memorial Trust**, whose address is 425 N.W. Tenth Avenue, Suite 400, Portland, Oregon 97209, as beneficiary ("Beneficiary"). DAS

For good and valuable consideration, the receipt of which is acknowledged, and for the purposes of securing the Obligations, as defined below, Grantor hereby irrevocably grants, bargains, sells, conveys, assigns, and transfers a first-priority security interest to Trustee in trust for the benefit and security of Beneficiary, with power of sale and right of entry and possession, the land described in Exhibit A, together with all of the following relating or appertaining to such land, whether now existing or hereafter arising: (a) all tenements, hereditaments, easements, rights, and appurtenances; (b) all leases, rents, royalties, issues, profits, and revenues; (c) all buildings and other improvements of every nature located on such land; (d) all fixtures, machinery, equipment, furniture, and other personal property located on such land and/or attached to, contained in, or used on such land or in any such buildings and other improvements; (e) all mineral, oil, and gas rights, air rights, development rights, water rights, and water permits (the land described on Exhibit A and items (a) through (e) are collectively referred to as the "Property"); and (f) any and all options, agreements, and contracts for the purchase or sale of all or any part or parts of the Property or interest in the Property.

This Trust Deed is given for the purpose of securing payment of all indebtedness in the total principal amount of Five Hundred Thousand Dollars (\$500,000.00) with interest as provided in a Promissory Note, bearing the above date (the "Note"), and the performance of all other covenants and obligations of Grantor under the Note and the other Loan Documents (as defined below), whether such payment and performance is now due or becomes due in the future; the payment and performance of all covenants and obligations in this Trust Deed; in the Loan Documents (as defined below) and in all other security agreements, notes, agreements and undertakings now existing or executed by Grantor in the future with or for the benefit of Beneficiary; and the payment and performance of any and all other indebtedness and obligations of Grantor to Beneficiary of every nature, whether direct or indirect, primary or secondary, joint and/or several, liquidated or unliquidated, whenever and however arising, and whether or not reflected in a written agreement or instrument (collectively, the "Obligations"). The maturity date of the Note when all principal and interest is due and payable is March 15, 2016.

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Grantor and Beneficiary may have executed other documents related to the Property, which collectively with the Note and this Trust Deed are referred to as the "Loan Documents."

**TO PROTECT THE SECURITY OF THIS TRUST DEED, GRANTOR HEREBY
COVENANTS AND AGREES AS FOLLOWS:**

1. Maintenance and Repair. Grantor covenants and agrees to: (a) protect, preserve, and maintain the Property in good condition and repair, not to remove or demolish any building or improvement thereon, without prior written approval from Beneficiary, and not to commit or permit any waste of the Property; and (b) 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.

2. Environmental Matters.

(a) Grantor covenants and agrees to refrain from using, generating, manufacturing, producing, storing, releasing, discharging, transporting over, disposing of, or authorizing or allowing use of any Hazardous Substance on, under, or about the Property or the Property's groundwater. "Hazardous Substance" is defined as any material, substance, or waste that is or becomes regulated or that is or becomes classified as hazardous, dangerous, or toxic under any federal, state, or local statute, ordinance, rule, regulation, or law. The sole exception to this prohibition on Hazardous Substance use is for Grantor's use of Hazardous Substances in the ordinary course of its business in full compliance with all Environmental Laws. "Environmental Laws" are defined as any federal, state, or local law, statute, ordinance, or regulation pertaining to Hazardous Substances, health, industrial hygiene, or environmental conditions, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended, 42 USC §§ 9601-9675, and the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, 42 USC §§ 6901-6992k.

(b) Grantor represents and warrants: (i) that neither the Property nor Grantor is in violation of or subject to any existing, pending, or threatened investigation by any governmental authority under any Environmental Law; (ii) that Grantor has not been and is not required by any Environmental Law to obtain any permit or license other than those it has obtained to construct or use the Property; and (iii) that to the best of Grantor's knowledge, no Hazardous Substance has ever been used, generated, manufactured, produced, stored, released, discharged, or disposed of on, under, or about the Property in violation of any Environmental Law.

(c) Grantor covenants and agrees to hold Beneficiary, its directors, officers, employees, agents, successors, and assigns, harmless from, indemnify them for, and defend them against any and all losses, damages, liens, costs, expenses, and liabilities directly or indirectly arising out of or attributable to any violation of any Environmental Law, any breach of Grantor's warranties in this Trust Deed, or the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance on, under, or about the Property, including without limitation the costs of any required repair, cleanup, containment,

or detoxification of the Property, the preparation and implementation of any closure, remedial or other required plans, attorney fees and costs (including but not limited to those incurred in any proceeding and in any review or appeal), fees, penalties, and fines.

3. Compliance with Law. Grantor covenants and agrees to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property, and operations connected with the Property, including all Environmental Laws.

4. Insurance. Grantor covenants and agrees to provide and continuously maintain insurance on the buildings now or hereafter erected on the Property against damage by fire and other hazards covered by an ISO Special Form policy in an amount not less than the full insurable value of such buildings, written in companies acceptable to Beneficiary, with loss payable to Beneficiary; evidence of insurance shall be delivered to Beneficiary. The amount collected under any such policy may be applied by Beneficiary upon any indebtedness secured by this Trust Deed or released to Grantor for use in rebuilding the improvements, as determined by Beneficiary in its sole discretion. Unless Grantor provides Beneficiary with evidence of insurance coverage that is satisfactory in Beneficiary's sole discretion, Beneficiary may purchase insurance at Grantor's expense to protect Beneficiary's interest. This insurance may, but need not, also protect Grantor's interest.

5. Liens. Grantor covenants and agrees to keep the Property free from construction liens, mortgages, trust deeds, or other liens, whether senior or subordinate to this Trust Deed, and to pay all taxes, assessments, and other charges that may be levied or assessed upon or against the Property before any part becomes past due or delinquent.

6. Payment of Debt. Grantor covenants and agrees to pay the principal amount owed when due, and to pay all costs, fees, and expenses associated with this Trust Deed, 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 attorneys' fees actually incurred.

7. Legal Proceedings. Grantor covenants and agrees 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 Beneficiary or Trustee may appear, including any proceeding in bankruptcy court and including any suit for the foreclosure of this Trust Deed, to pay all costs and expenses including evidence of title and Beneficiary's or Trustee's attorney fees; the amount of attorneys' fees mentioned in this Section 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 agrees to pay such sum as the appellate court shall adjudge reasonable as Beneficiary's or Trustee's attorneys' fees on such appeal.

8. Condemnation. In the event that any portion or all of said Property shall be 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 attorneys' fees necessarily paid or incurred by Grantor in such proceedings, shall, at Beneficiary's option, be paid to Beneficiary and applied by Beneficiary first upon any reasonable cost, expenses and

attorneys' fees both in the trial and appellate courts, necessarily paid or incurred by Beneficiary in such proceedings, and the balance applied upon the indebtedness secured by this Trust Deed. 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. Reconveyance. At any time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the Note for endorsement (in the case, of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, Trustee may 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.

10. Prohibition of Sale or Other Transfer. Any sale, gift, conveyance, contract for conveyance, transfer, assignment, encumbrance, pledge, or grant of a security interest in all or any part of the Property, or any interest therein, either voluntarily, involuntarily, or by the operation of law, without Beneficiary's prior written consent, shall constitute an event of default.

11. Default.

(a) The occurrence of any default under the Note or any other Loan Document, after the expiration of any notice or cure period stated therein, shall be a default under this Trust Deed.

(b) Any failure of Grantor to perform any obligation imposed under this Trust Deed when due shall constitute a default hereunder; provided that Beneficiary shall give Grantor written notice and thirty (30) days to cure any default other than a default under Section 10 of this Trust Deed; provided further that no notice of default shall be required if Beneficiary has previously sent a notice of default for the same type of default during the twelve (12) calendar months preceding such default.

(c) The following events shall also constitute a "default": (i) the filing by Grantor of a petition for relief under the Federal Bankruptcy Code, or any other applicable federal or state law, or the consent by it to the filing of any such petition or the consent to the appointment of a receiver, liquidator, assignee, trustee, or other similar official, of Grantor, or of any substantial part of its property, or the making by Grantor of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due or the taking of corporate action by Grantor in furtherance of any such action; or (ii) the commencement of an action against Grantor seeking any bankruptcy, insolvency, reorganization, liquidation, dissolution, or similar relief under any applicable federal or state law or regulation, which action is not dismissed within 60 days after commencement, or the appointment without the consent or acquiescence of Grantor of any trustee, receiver or liquidator of Grantor, or of all or any substantial part of the properties of Grantor, which, appointment is not vacated within 60 days after such appointment.

12. Remedies.

(a) Upon default by Grantor, **time being of the essence** with respect to such payment and/or performance, Beneficiary may declare all sums secured hereby immediately due and payable. If such sums are not paid in full within ten (10) days thereafter, Beneficiary at its election may proceed to foreclose this Trust Deed in equity as a mortgage or direct the Trustee to foreclose this Trust Deed by advertisement and sale, may direct the Trustee to pursue any other right or remedy, either at law or in equity, which Beneficiary may have, or exercise any other remedy hereunder.

(b) Upon a default, Beneficiary may enter upon and take possession of the Property and/or collect all rents, issues, and profits. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, and the application thereof, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(c) Upon a default, Beneficiary shall also have all the rights and remedies of a secured party under the Oregon Uniform Commercial Code (ORS chapter 79).

(d) Any delay by Beneficiary in exercising any right or remedy provided herein or otherwise afforded by law or equity shall not be a waiver of or preclude exercise of such right or remedy.

13. Foreclosure by Advertisement and Sale.

(a) If Beneficiary elects to foreclose by advertisement and sale, Beneficiary or the Trustee shall execute and cause to be recorded his written notice of default and his election to sell the Property to satisfy the obligation secured by this Trust Deed and the Trustee shall fix the time and place of sale, give notice thereof as required by law, and proceed to foreclose this Trust Deed in the manner provided in ORS §§ 86.735 to 86.795.

(b) After the Trustee has commenced foreclosure by advertisement and sale, and at any time prior to five (5) days before the date the Trustee conducts the sale, Grantor or any other person so privileged by ORS § 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured 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 tendering 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 Beneficiary all costs and expenses actually incurred in enforcing the obligation of the Trust Deed together with Trustee's attorney fees not exceeding the amounts provided by law.

(c) 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 said 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, 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 Grantor and Beneficiary, may purchase at the sale.

(d) When Trustee sells pursuant to the powers provided, Trustee shall apply the proceeds of sale to payment of: (i) the expenses of the sale, including the compensation of the Trustee and a reasonable charge by Trustee's attorney; (ii) to the obligation secured by the Trust Deed; (iii) to all persons 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 (iv) the surplus, if any, to Grantor or to its successor in interest entitled to such surplus.

14. Successor Trustee. Beneficiary may from time to time appoint a successor or successors to any trustee named or to any successor trustee appointed. 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 in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

15. Acceptance by Trustee. Trustee accepts this Trust Deed when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Grantor, Beneficiary, or Trustee shall be a party unless such action or proceeding is brought by Trustee.

16. Warranty of Title. Grantor covenants with Beneficiary and those claiming under it, that it is lawfully seized in fee simple of the Property and has a valid, unencumbered interest except for encumbrances of record. Grantor warrants and will defend generally the title to Property against all claims and demands, subject to any encumbrances of record.

17. Use of Proceeds. Grantor warrants that the proceeds of the loan represented by the Note and this Trust Deed are to be used exclusively for acquisition of the Property by Grantor.

18. Successors and Assigns. This Trust Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, administrators, executors, personal representatives, successors, and assigns.

19. Warning. **UNLESS YOU PROVIDE US WITH EVIDENCE OF THE INSURANCE COVERAGE AS REQUIRED BY THIS TRUST DEED OR LOAN AGREEMENT, WE MAY PURCHASE INSURANCE AT YOUR EXPENSE TO PROTECT OUR INTEREST. THIS INSURANCE MAY, BUT NEED NOT, ALSO PROTECT YOUR INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE WE PURCHASE MAY NOT PAY ANY CLAIM YOU MAKE OR ANY CLAIM MADE AGAINST YOU. YOU MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT YOU HAVE OBTAINED PROPERTY COVERAGE ELSEWHERE.**

YOU ARE RESPONSIBLE FOR THE COST OF ANY INSURANCE PURCHASED BY US. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR CONTRACT OR LOAN BALANCE. IF THE COST IS ADDED TO YOUR CONTRACT OR LOAN BALANCE, THE INTEREST RATE ON THE UNDERLYING CONTRACT OR LOAN WILL APPLY TO THIS ADDED AMOUNT. THE EFFECTIVE DATE OF COVERAGE MAY BE THE DATE YOUR PRIOR COVERAGE LAPSED OR THE DATE YOU FAILED TO PROVIDE PROOF OF COVERAGE.

THE COVERAGE WE PURCHASE MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE YOU CAN OBTAIN ON YOUR OWN AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR ANY MANDATORY LIABILITY INSURANCE REQUIREMENTS IMPOSED BY APPLICABLE LAW. (Each reference to "you" and "your" will refer to Grantor, and each reference to "us" and "we" will refer to Beneficiary).

Grantor, through its duly authorized representative, has executed this Trust Deed the day and year first written above.

GRANTOR:

The Conservation Fund, a Nonprofit Corporation


By: 

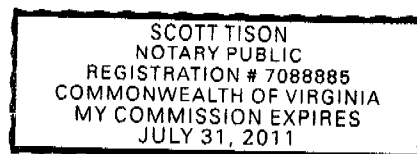
Title: Exec V.P.

Commonwealth of Virginia
~~State of Oregon~~

County of Arlington

This instrument was acknowledged before me on February 4, 20 11, by Richard L. Edman, as Exec. V.P. of The Conservation Fund, a Nonprofit Corporation.


Notary Public for the ~~State of Oregon~~
Commonwealth of Virginia



REQUEST FOR FULL RECONVEYANCE

To be used once obligations have been paid

TO: Amerititle, Inc., Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All indebtedness secured by said trust deed has been fully paid and satisfied. All evidences of such indebtedness are herewith delivered to you together with the trust deed. You are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same in and to the Property described in the trust deed.

Mail deed of reconveyance and documents to:

Amerititle, Inc.
300 Klamath Avenue
Klamath Falls, Oregon
97601-9801

Dated: _____

MEYER MEMORIAL TRUST

By: _____
Its: _____

TRUST DEED EXHIBIT A

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN TOWNSHIP 24 SOUTH, RANGE 11 EAST AND TOWNSHIP 25 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TOWNSHIP 24 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN

ALL OF SECTION 30; GOVERNMENT LOTS 1, 2, 3, 4, 5, AND 12 OF SECTION 31, THE NORTHEAST ONE QUARTER (NE 1/4) OF THE NORTHEAST ONE QUARTER (NE 1/4) OF SECTION 31; THE NORTHEAST ONE QUARTER (NE 1/4) OF SECTION 32, THE NORTHWEST ONE QUARTER (NW 1/4) OF SECTION 32, THE SOUTHEAST ONE QUARTER (SE 1/4) OF SECTION 32, THE NORTHWEST ONE QUARTER (NW 1/4) OF THE SOUTHWEST ONE QUARTER (SW 1/4) OF SECTION 32, THE NORTHEAST ONE QUARTER (NE 1/4) OF THE SOUTHWEST ONE QUARTER (SW 1/4) OF SECTION 32, THE SOUTHWEST ONE QUARTER (SW 1/4) OF THE SOUTHWEST ONE QUARTER (SW 1/4) OF SECTION 32; BEING PARCEL 1 OF LAND PARTITION NO. 45-09 FOR LAWFUL CREATION AS RECORDED IN 2010-002121, KLAMATH COUNTY, RECORDS.

THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE SOUTHWEST ONE QUARTER (SW 1/4) OF SECTION 32, ALSO BEING RECORDED AS A PART OF PATENT NO. ORORAA 055979FD FROM THE UNITED STATES OF AMERICA DATED JUNE 22, 1904, RECORDS OF PATENTS, GENERAL LAND OFFICE.

THE NORTHWEST ONE QUARTER (NW 1/4) OF THE NORTHEAST ONE QUARTER (NE 1/4) OF SECTION 31, ALSO BEING RECORDED AS A PART OF PATENT NO. 1043250 FROM THE UNITED STATES OF AMERICA DATED JANUARY 7TH, 1931, RECORDS OF PATENTS, GENERAL LAND OFFICE;

GOVERNMENT LOTS 8, 9, 18, 19 AND 20 OF SECTION 31, ALSO BEING RECORDED AS A PART OF PATENT NO. 56688 FROM THE UNITED STATES OF AMERICA DATED APRIL 17TH, 1909, RECORDS OF PATENTS, GENERAL LAND OFFICE;

THE SOUTH ONE HALF (S 1/2) OF THE NORTHEAST ONE QUARTER (NE 1/4) AND THE NORTH ONE HALF (N 1/2) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF SECTION 31, ALSO BEING RECORDED AS PATENT NO. 263106 FROM THE UNITED STATES OF AMERICA DATED MAY 1ST, 1912, RECORDS OF PATENTS, GENERAL LAND OFFICE;

THE SOUTH ONE HALF (S 1/2) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF SECTION 31, ALSO BEING RECORDED AS A PART OF PATENT NO. MV-0643-305 FROM THE UNITED STATES OF AMERICA DATED NOVEMBER 7TH, 1907, RECORDS OF PATENTS, GENERAL LAND OFFICE;

GOVERNMENT LOTS 6, 7, 10, AND 11 OF SECTION 31, ALSO BEING RECORDED AS PATENT NO. 193652 FROM THE UNITED STATES OF AMERICA DATED APRIL 27TH, 1911, RECORDS OF PATENTS, GENERAL LAND OFFICE;

GOVERNMENT LOTS 14 AND 15 OF SECTION 31, ALSO BEING RECORDED AS A PART OF PATENT NO. ORORAA 017873 FROM THE UNITED STATES OF AMERICA DATED MARCH 19TH, 1908, RECORDS OF PATENTS, GENERAL LAND OFFICE;

GOVERNMENT LOT 13 OF SECTION 31, ALSO BEING RECORDED AS A PART OF PATENT NO. 193651 FROM THE UNITED STATES OF AMERICA DATED APRIL 27TH, 1911, RECORDS OF PATENTS, GENERAL LAND OFFICE;

GOVERNMENT LOTS 16 AND 17 OF SECTION 31 BEING PARCEL 1 OF LAND PARTITION NO. 44-09 FOR LAWUL CREATION AS RECORDED IN 2010-002120 KLMAH COUNTY RECORDS.

TOWNSHIP 25 SOUTH, RANGE 11 EAST, WILLAMETTE MERIDIAN

GOVERNMENT LOT 3 AND THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SECTION 3, ALSO RECORDED AS PATENT NO. MV-0643-308 FROM THE UNITED STATES OF AMERICA DATED NOVEMBER 17TH, 1907, RECORDS OF PATENTS, GENERAL LAND OFFICE;

THE EAST ONE HALF (E 1/2) OF THE SOUTHWEST ONE QUARTER (SW 1/4) OF SECTION 3, ALSO BEING RECORDED AS A PART OF PATENT NO. 193627 FROM THE UNITED STATES OF AMERICA DATED APRIL 11TH, 1911, RECORDS OF PATENTS, GENERAL LAND OFFICE;

THE WEST ONE HALF (W 1/2) OF THE SOUTHWEST ONE QUARTER (SW 1/4) AND SOUTHWEST ONE QUARTER (SW 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SECTION 3, AND THE NORTHEAST ONE QUARTER (NE 1/4) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF SECTION 4 ALSO RECORDED AS PATENT NO. ORLAA 056171 FROM THE UNITED STATES OF AMERICA DATED DECEMBER 1ST, 1904, RECORDS OF PATENTS, GENERAL LAND OFFICE;

GOVERNMENT LOT 4 OF SECTION 3;

GOVERNMENT LOT 1 OF SECTION 4;

GOVERNMENT LOT 2 AND THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE NORTHEAST ONE QUARTER (NE 1/4) OF SECTION 4, ALSO BEING RECORDED AS A PART OF PATENT NO. ORORAA 013995 FROM THE UNITED STATES OF AMERICA DATED AUGUST 26TH, 1907, RECORDS OF PATENTS, GENERAL LAND OFFICE;

THE WEST ONE HALF (W 1/2) OF THE SOUTHEAST ONE QUARTER (SE 1/4) AND SOUTHWEST ONE QUARTER (SW 1/4) OF THE NORTHEAST ONE QUARTER (NE 1/4) OF SECTION 4, AND THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE SOUTHEAST ONE QUARTER (SE 1/4) OF SECTION 4, ALSO RECORDED AS PATENT NO. ORLAA 056170 FROM THE UNITED STATES OF AMERICA DATED DECEMBER 1ST, 1904, RECORDS OF PATENTS, GENERAL LAND OFFICE;

GOVERNMENT LOTS 3 AND 4, AND THE SOUTH ONE HALF (S 1/2) OF THE NORTHWEST ONE QUARTER OF SECTION 4, ALSO RECORDED AS PATENT NO. ORLAA 056191 FROM THE UNITED STATES OF AMERICA DATED DECEMBER 1ST, 1904, RECORDS OF PATENTS, GENERAL LAND OFFICE;

THE SOUTHWEST ONE QUARTER (SW 1/4) OF SECTION 4, ALSO RECORDED AS PATENT NO. ORLAA 056168 FROM THE UNITED STATES OF AMERICA DATED DECEMBER 1ST, 1904, RECORDS OF PATENTS, GENERAL LAND OFFICE;

GOVERNMENT LOTS 1, 2, 3 AND 4 OF SECTION 5, THE SOUTH ONE HALF (S 1/2) OF THE NORTHEAST ONE QUARTER (NE 1/4) OF SECTION 5, THE SOUTHEAST ONE QUARTER (SE 1/4) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF SECTION 5, THE SOUTHEAST ONE QUARTER (SE 1/4) OF SECTION 5, AND LOTS 1, 2 AND 3 OF SECTION 6; (ALSO KNOWN AS PARCEL 1 OF LAND PARTITION 56-04, SITUATED IN SECTIONS 5 AND 6, TOWNSHIP 25 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.)

GOVERNMENT LOTS 4, 5, 6, 7, 8, 9, 10, 11, 12 AND 13 OF SECTION 6; (ALSO KNOWN AS PARCEL 1 OF LAND PARTITION 55-04, SITUATED IN SECTIONS 6 AND 7, TOWNSHIP 25 SOUTH, RANGE 11 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON.)

THE SOUTHEAST ONE QUARTER (SE 1/4) OF SECTION 6, ALSO RECORDED AS PATENT NO. 263108 FROM THE UNITED STATES OF AMERICA DATED MAY 1ST, 1912, RECORDS OF PATENTS, GENERAL LAND OFFICE;

GOVERNMENT LOT 21 OF SECTION 6, ALSO RECORDED AS PATENT NO. MV-0747-386 FROM THE UNITED STATES OF AMERICA DATED MARCH 16TH, 1908, RECORDS OF PATENTS, GENERAL LAND OFFICE;

GOVERNMENT LOT 20 OF SECTION 6, ALSO RECORDED AS PATENT NO. 53939 FROM THE UNITED STATES OF AMERICA DATED MARCH 29TH, 1909, RECORDS OF PATENTS, GENERAL LAND OFFICE;

THE SOUTHEAST ONE QUARTER (SE 1/4) OF SECTION 7, ALSO RECORDED AS A PART OF PATENT NO. ORLAA 056196 FROM THE UNITED STATES OF AMERICA DATED DECEMBER 21ST, 1904, RECORDS OF PATENTS, GENERAL LAND OFFICE, AND DEED RECORDED DECEMBER 23, 1943, IN VOLUME 161, PAGE 1, KLAMATH COUNTY RECORDS;

THE NORTHEAST ONE QUARTER (NE 1/4) OF SECTION 7, ALSO RECORDED AS PATENT NO. 263107 FROM THE UNITED STATES OF AMERICA DATED MAY 1ST, 1912, RECORDS OF PATENTS, GENERAL LAND OFFICE;

GOVERNMENT LOTS 8, 9 AND 16 OF SECTION 7; BEING PARCEL 1 OF LAND PARTITION NO. 38-09 FOR LAWFUL CREATION, RECORDED IN 2010-002119 KLAMATH COUNTY RECORDS.

GOVERNMENT LOTS 17, 18, 19 AND 20 OF SECTION 7, ALSO RECORDED AS PATENT NO. 264863 FROM THE UNITED STATES OF AMERICA DATED MAY 9TH, 1912, RECORDS OF PATENTS, GENERAL LAND OFFICE;

THE NORTHWEST ONE QUARTER (NW 1/4) OF SECTION 8, ALSO RECORDED AS PATENT NO. 263111 FROM THE UNITED STATES OF AMERICA DATED MAY 1ST, 1912, RECORDS OF PATENTS, GENERAL LAND OFFICE;

THE SOUTHWEST ONE QUARTER (SW 1/4) OF SECTION 8, ALSO RECORDED AS PATENT NO. 100780 FROM THE UNITED STATES OF AMERICA DATED JANUARY 6TH, 1910, RECORDS OF PATENTS, GENERAL LAND OFFICE;