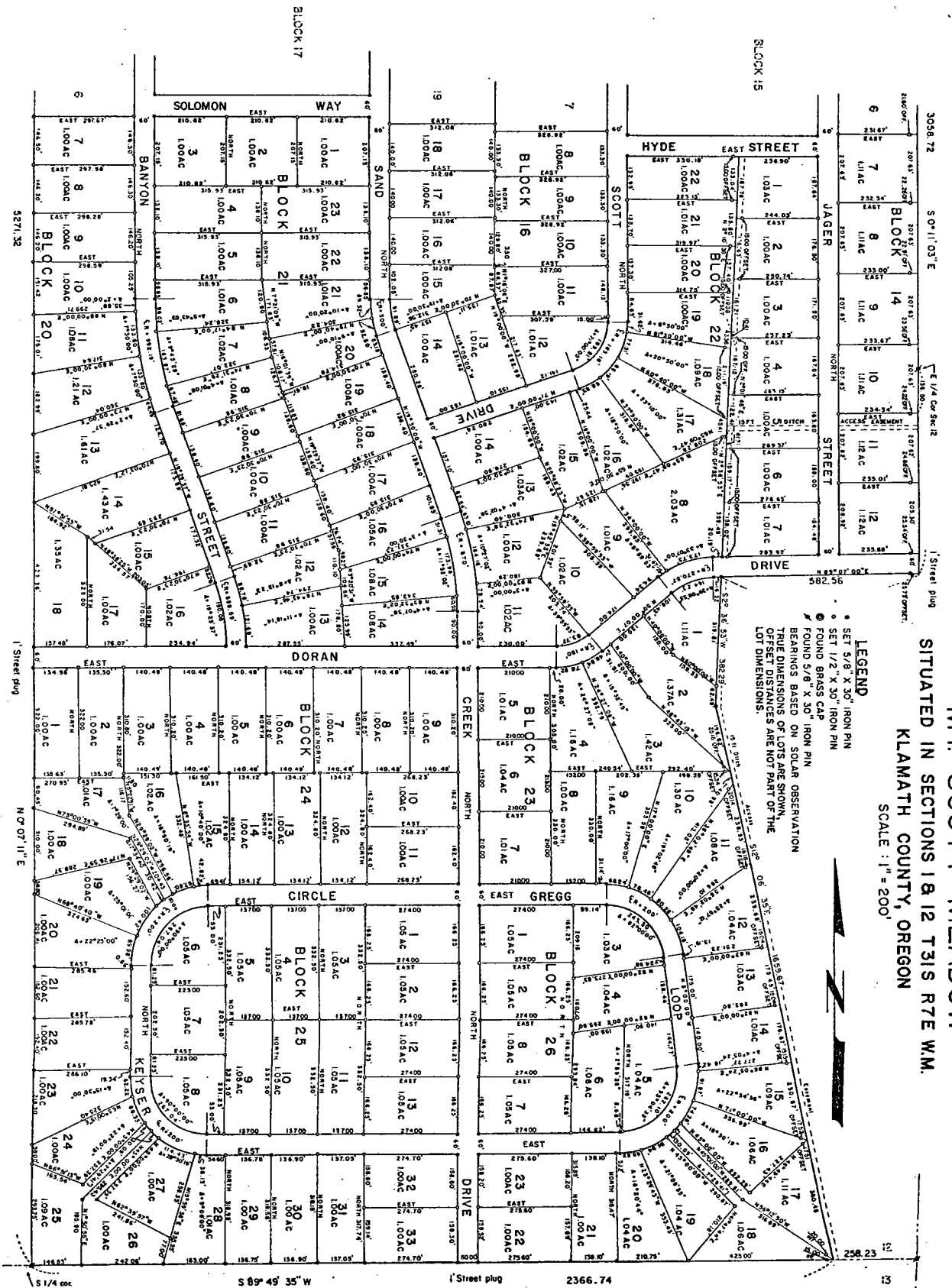


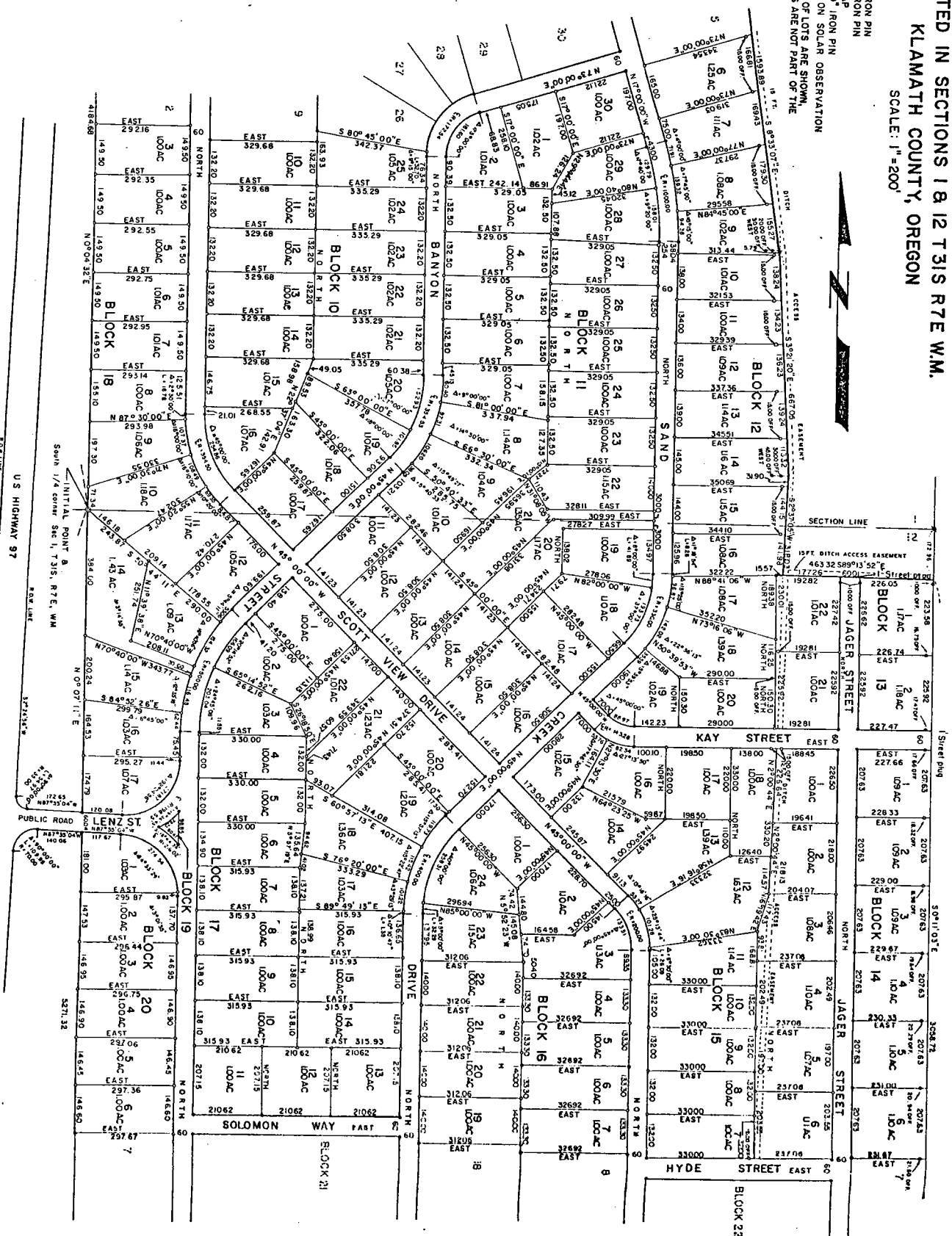


TRACT NO. 1027
MT. SCOTT MEADOW
 SITUATED IN SECTIONS 1 & 12 T31S R7E WM.
 KLAMATH COUNTY, OREGON
 SCALE: 1"=200'

LEGEND
 SET 5/8" X 30" IRON PIN
 SET 1/2" X 30" IRON PIN
 FOUND BRASS CAP
 FOUND 5/8" X 30" IRON PIN
 BEARINGS BASED ON SOLAR OBSERVATION
 TRUE DIMENSIONS OF LOTS ARE SHOWN,
 OFFSET DIMENSIONS ARE NOT PART OF THE
 LOT DIMENSIONS.

SEE SHEET NO. 3

Robert H. Bissett
 JULY 12, 1963
 ROBERT H. BISSETT
 LAND SURVEYOR



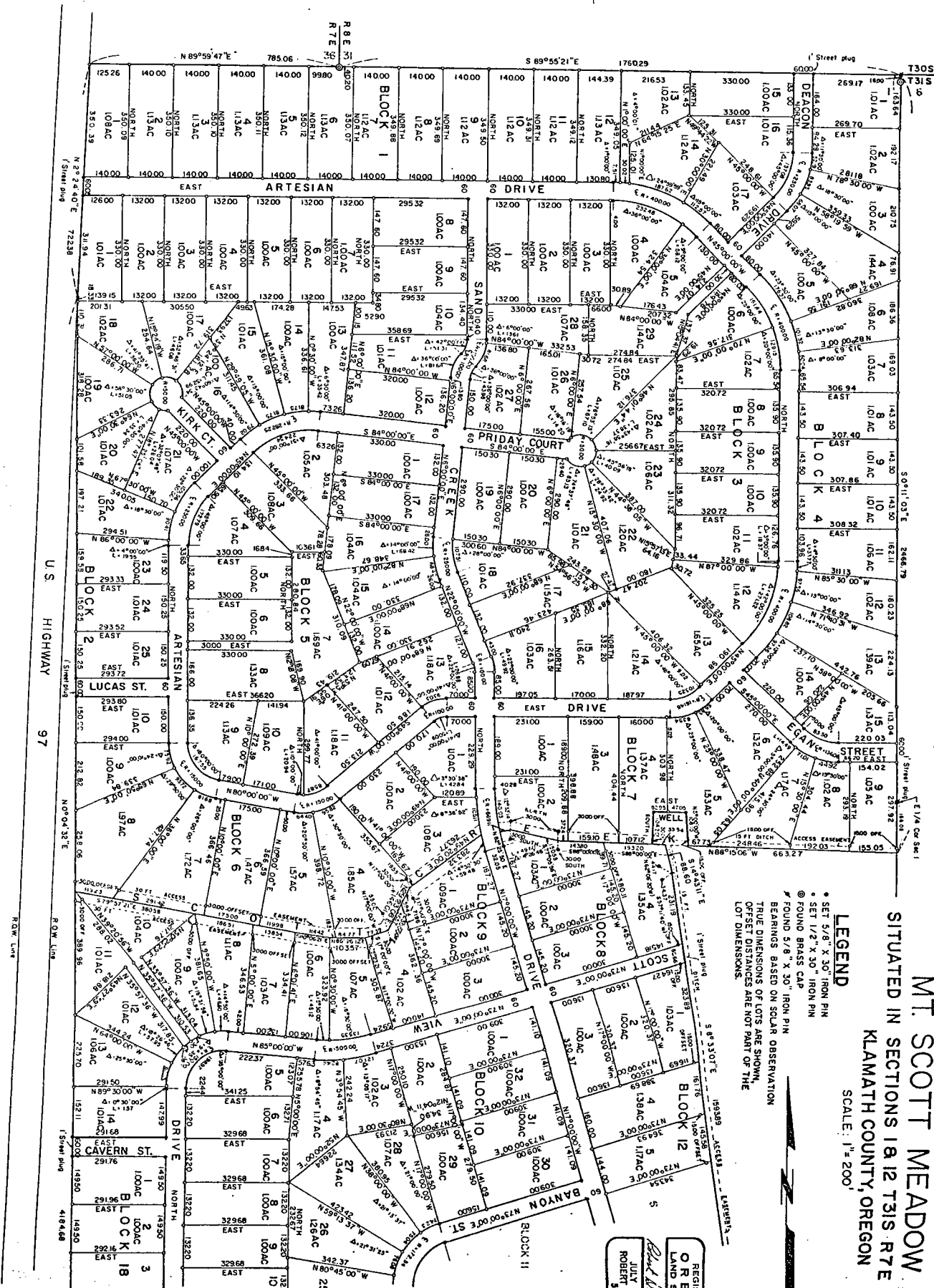
SEE SHEET NO. 1

SHEET 2 OF 4

BOOK 20 PAGE 15

15

BOOK 20 PAGE 15



TRACT NO. 1027
MT. SCOTT MEADOW
SITUATED IN SECTIONS 18 12 T31S R7E W.M.
KLAMATH COUNTY, OREGON
SCALE: 1"=200'

LEGEND
• SET 5/8" X 30" IRON PIN
• SET 1/2" X 30" IRON PIN
• ROUND BRASS CAP
• ROUND 5/8" X 30" IRON PIN
BEARINGS BASED ON SOLAR OBSERVATION
TRUE DIMENSIONS OF LOTS ARE SHOWN
OFFSET DISTANCES ARE NOT PART OF THE
LOT DIMENSIONS.

REGISTERED
OREGON
LAND DIVISION
JULY 12, 1963
ROBERT D. BAGGETT

SEE SHEET NO. 2

15 of 15

TRACT NO. 1027
MT. SCOTT MEADOW
 SITUATED IN SECTIONS 1 & 12, T31S., R7E., W.M.
 KLAMATH COUNTY, OREGON

SHEET 4 OF 4

STATE OF OREGON
 COUNTY OF KLAMATH ss:
 SURVEYORS CERTIFICATE

I, Robert D. Baggett, Surveyor, being duly sworn, depose and say that I have surveyed, subdivided and plotted MT. SCOTT MEADOW, situated in the E 1/2 of section 1 & in the E 1/2 of section 12, T31S., R7E., W.M., Klamath County, Oregon, more particularly described as follows: Beginning at a one inch by thirty-six inch galvanized iron pipe with a two inch brass cap, marking the quarter corner common to sections 1 and 12, the meridional center line of said section 1, a distance of 418.68 feet to the east right of way line of U.S. Highway No. 97, thence N 2° 24' 40" E, along said right of way line, a distance of 722.38 feet to the Sixth Standard Parallel South, thence N 89° 39' 47" E, along said parallel, 785.06 feet to the Standard Township 1760, 29 feet to the Northeast Corner of said section 1, thence S 0° 11' 03" E, along the east boundary of said section 1, a distance of 2,466.73 feet, thence N 88° 15' 06" W, 663.27 feet, thence N 5° 00' 00" W, 108.00 feet, thence West, 100.00 feet, thence South, 104.20 feet, to the center of Scott Creek, thence along the center of said creek as follows: S 2° 35' 53" W, 382.29 feet, S 12° 06' 35" E, 1659.67 feet to the South to the quarter corner common to Sections 12 & 13, thence N 0° 07' 11" E, along the meridional center line of said section 12, 527.13 feet to the point of beginning, containing 551.73 acres, more or less, and that I made such survey and plot by order of and under the direction of the owners thereof, that the size of all lots are marked with iron pins and wooden witness stakes as indicated on the annexed plot.

BAGGETT-GRIFFITH-FERGUSON Robert D. Baggett partner
 surveyed
 subscribed and sworn to before me this 5th day of October, 1971.



Notary Public for Oregon
 My Commission Expires 9/1/72

APPROVALS:
 Examined and recommended for approval by the Klamath County Board of Commissioners
 this 23rd day of September 1971.

Approved by the Klamath County Board of Commissioners this 23rd day of June, 1973, 1973

David A. H. Chairman
Calvin M. Russell County Surveyor
William J. Back Commissioner
 The required road improvements have been installed and/or an agreement and assurance of performance for the installation of the same has been executed with this office
 this 19th day of JUNE, 1973, 1973

Approved by the County Planning Director this 21 day of June, 1973, 1973

Approved by the County Health Officer this 20 day of June, 1972, 1972

BOOK 20 PAGE 15

STATE OF OREGON
 COUNTY OF KLAMATH ss:
 DEDICATION

This is to certify that MT. SCOTT PROPERTIES is a joint venture, duly organized and existing under and by virtue of the laws of the State of Oregon, and is the owner of the land described in the annexed "surveyors certificate," said lands to be hereafter known as MT. SCOTT MEADOW, that MT. SCOTT PROPERTIES did cause the same to be surveyed and plotted as shown on the annexed map and does for itself, its transferees, successors, and assigns, hereby dedicate, donate, and convey to the public use forever, all streets and blocks as shown on the annexed plot, also dedicate, donate and convey to the Klamath County the areas shown on the annexed plot as "one foot street plugs," said areas to be designated as a public street when the county governing body deems it necessary, said plot being subject to the following restrictions:

1. A 25 foot Building Set-Back Line along the front of all lots, and a 20 foot Building Set-Back Line along all side and back lot lines.
2. A 20 foot public utilities easement centered on the back and side lines of all lots, said easement to provide ingress and egress for the construction of and maintenance of said utilities.
3. No direct access to lots from U.S. Highway 97 except accesses approved or of record.
4. A non-exclusive easement of access to all existing wells, irrigation structures, drainage canals, and drainage ditches, including Scott Creek and the canals, together with access rights for purposes of maintenance and repair as shown on the annexed plot.

In witness whereof MT. SCOTT PROPERTIES, pursuant to a resolution of its partners, duly and legally adopted, has caused these presents to be signed by one of its general partners,

Wallace H. Hesterman
 General partner



Notary Public for Oregon
 My Commission Expires 2-15-76

STATE OF OREGON
 COUNTY OF KLAMATH ss:
 Be it remembered that on this 14th day of March, 1972, personally appeared before me WALLACE H. HESTERMAN, who is known to me to be the identical person described in and who voluntarily as above instrument, and who acknowledged to me that he executed the same freely and in witness whereof, I have hereunto set my hand and affixed my official notary seal this 14th day of March, 1972

I hereby certify that all ad valorem taxes and all special assessments, fees and other charges required by law to be placed upon the tax roll which has become a lien on this subdivision and are now due and payable have been paid.
 County Sheriff John B. Bates by Calvin Russell Deputy
 6-19-73

I hereby certify that pursuant to ORS 92.095, all ad valorem taxes and all special assessments, fees and other charges required by law to be placed on the 1971-1972 tax roll which become a lien on this subdivision or will become a lien during this calendar year but not yet certified to the tax collector for collection, have been paid to me.
 Date 6-19-73
William J. Back Assessor Deputy
 Filed for record this 25th day of JUNE, 1973, 1973
 County Clerk Wm. D. Jureles Deputy

RIGHT-OF-WAY-EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, MT. SCOTT PROPERTIES, a co-partnership, for a good and valuable consideration, grant and convey to MIDSTATE ELECTRIC COOPERATIVE, INC., a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Box 127, LaPine, Oregon, and to its successors and assignees, the right to enter upon the lands of the undersigned, situated in the County of Klamath, State of Oregon, and more particularly described as follows:

MT. SCOTT MEADOWS

and to construct, operate and maintain on the above described lands, an electric transmission or distribution line or system, at a location(s) on said property as follows: Primary line along all roads and property lines service drops to all lots and to cut and trim trees and shrubbery that may interfere with or threaten or endanger the operation and maintenance of said line or system.

The undersigned agrees that all poles, wires and other facilities, installed on the above described lands at the Cooperative's expense and shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that they are the owner of the above described lands and that said lands are free and clear of encumbrances and liens of whatsoever character, except those held by the following persons: NONE

IN WITNESS WHEREOF, the undersigned set their hand and seal this 1st day of June, 1973.

MT. SCOTT PROPERTIES,
a co-partnership,

By Alan Schulman (L.S.)

Signed, sealed and delivered
in the presence of:

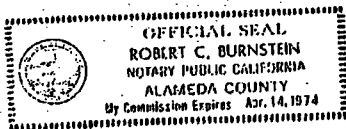
Dorothy York
Josephine Alston

STATE OF CALIFORNIA)

COUNTY OF ALAMEDA) ss.

On this 1st day of June, 1973, before me, ROBERT C. BURNSTEIN, personally appeared ALLAN SCHULMAN, known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Robert C. Burnstein, Notary Public
in and for said County and State



Midstate Elec. Coop. Inc.

CP 200

Box 127

LaPine Ore 97739

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of MIDSTATE ELECTRIC CO

this 19th day of June A. D., 1973 at 10:43 o'clock A M., and duly recorded in

Vol. M 73 of DEEDS on Page 7668

FEE \$ 2.00

WM. D. MILNE, County Clerk

Hazel Shagel

77874

RIGHT-OF-WAY-EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, MT. SCOTT PROPERTIES, a co-partnership, for a good and valuable consideration, grant and convey to MIDSTATE ELECTRIC COOPERATIVE, INC., a cooperative corporation (hereinafter called the "Cooperative"), whose post office address is Box 127, Lapine, Oregon, and to its successors and assignees, the right to enter upon the lands of the undersigned, situated in the County of Klamath, State of Oregon, and more particularly described as follows:

MT. SCOTT MEADOWS

and to construct, operate and maintain on the above described lands, an electric transmission or distribution line or system, at a location(s) on said property as follows: Primary line along all roads and property lines service drops to all lots and to cut and trim trees and shrubbery that may interfere with or threaten or endanger the operation and maintenance of said line or system.

The undersigned agrees that all poles, wires and other facilities, installed on the above described lands at the Cooperative's expense and shall remain the property of the Cooperative, removable at the option of the Cooperative, upon termination of service to or on said lands.

The undersigned covenant that they are the owner of the above described lands and that said lands are free and clear of encumbrances and liens of whatsoever character, except those held by the following persons: NONE

IN WITNESS WHEREOF, the undersigned set their hand and seal this 1st day of June, 1973.

MT. SCOTT PROPERTIES,
a co-partnership,
By Eric Schulman (L.S.)

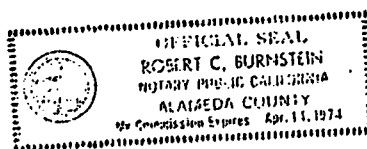
Signed, sealed and delivered
in the presence of:

Josephine Alston
Josephine Alston

STATE OF CALIFORNIA)
COUNTY OF ALAMEDA) ss.

On this 1st day of June, 1973, before me, ROBERT C. BURNSTEIN, personally appeared ALLAN SCHULMAN, known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

Robert C. Burnstein, Notary Public
in and for said County and State



Midstate Elec. Coop Inc
Box 127
Lapine Ore 97739

STATE OF OREGON; COUNTY OF KLAMATH; ss.
MIDSTATE ELECTRIC

Filed for record at request of _____
19th day of JUNE, A.D., 1973 at 10:43 o'clock A M., and duly recorded in
7669

ARTICLES OF

MT. SCOTT MEADOWS, also known as MT. SCOTT PINES
HOME OWNERS ASSOCIATION

ARTICLE I

NAME AND PURPOSE

Section 1.

This Association shall be called MT. SCOTT MEADOWS,
also known as MT. SCOTT PINES HOME OWNERS ASSOCIATION.

Section 2.

The purpose and objects of this Association shall be to
provide for the operation, maintenance, repair, rebuilding or
rehabilitation of roads, streets and public ways in and through
MT. SCOTT MEADOWS, also known as MT. SCOTT PINES, located in Klamath
County, Oregon, for the benefit of members of the Association who
have purchased lots from MT. SCOTT PROPERTIES, a joint venture.

ARTICLE II

MEMBERSHIP

Section 1.

All owners of a parcel of property within the above
described homesite areas shall automatically become members of
this Association, and shall receive a certificate evidencing
such membership. Any person purchasing any parcel within said
area under an agreement of sale and/or land sales contract shall
be deemed the owner of said parcel for the purposes hereunder.
Joint owners of any lot shall be entitled to one membership.

ARTICLE III

FEES AND DUES

Section 1.

There shall be no dues to the membership of the Association,
and in lieu thereof the board of directors shall annually assess
each lot in the subdivision its proportionate share of the costs
for maintenance of said roads, streets and public ways in said sub-
division. The costs of said maintenance shall include the necessary
amounts incurred by the directors for insurance, bond premiums,
equipment rental, materials and labor required for such operation
and maintenance. The owner of the subdivision shall pay a like
assessment for each lot remaining unsold in said subdivision, it
being the intention that all assessments shall be uniform as much
as is practicable. At such time as Klamath County, or any other
political subdivision of the State of Oregon, shall assume the
responsibility for such operation and maintenance, there shall be no
further assessments.

Section 2.

In the event any member, including the developer as to lots owned by him, shall fail to pay his assessments when due and payable, the amount thereof, together with interest at the maximum amount permitted by law from such date, and the costs of collection, if any, shall become and constitute a lien against the parcel or parcels owned by said delinquent member. The lien shall attach upon filing a claim of lien in the Office of the County Clerk of Klamath County, Oregon, particularly describing said parcel or parcels and mailing to the delinquent member at his last known address a copy of said claim of lien. Said lien shall be filed within three (3) months after the assessment has become due, owing and unpaid. Said lien may be foreclosed and the property sold to satisfy said lien in the same manner as is provided for the foreclosure of mechanic's liens under the laws of the State of Oregon. If no such claim of lien shall have been filed within said time, or if the claim of lien shall have been filed but no action to enforce such lien shall have been commenced within six (6) months after such filing, then such claim and/or lien shall be null and void.

ARTICLE IV

MEMBERSHIP MEETINGS

Section 1. - Annual Meetings

The annual membership meeting shall be held in August of each year.

Section 2. - Special Meetings

Special membership meetings shall be called by the Secretary upon resolution of the board, or upon petition of five (5%) per cent of the voting members. The petition shall state the purpose of the special meeting and may fix a period of two weeks during which the meeting may be held; provided, however, that the petition be delivered to the Secretary not less than one week before the designated period.

Section 3. - Quorum

At any regular or special meeting a quorum shall consist of fifty (50%) per cent of the membership, except that any membership meeting at which a quorum is not present may be adjourned for from seven (7) to fourteen (14) days, and the Secretary of the board will, within three (3) days, give notice to all voting members of the adjourned meeting. At the reconvened meeting, a quorum shall consist of twenty-five (25%) per cent of the membership.

Section 4. - Powers of Meetings

At a membership meeting declarative resolutions may be adopted and instructions may be issued to the board, provided they do not abridge powers specifically granted to the board by these Articles. At a special membership meeting no business may be transacted other than that stated as the purpose of the meeting, without the unanimous consent of the members present.

2720

Section 5. - Voting Rights

Each member shall be entitled to one vote, only, in person or by mail, and there may be voting by proxy. In instances of joint ownership by individuals, or owned in the name of a partnership or corporation, such entity shall advise the secretary in writing of the name of the person entitled to vote the membership.

Section 6. - Notice of Meetings

There shall be not less than ten (10) days' written notice given of any meetings of the membership, mailed by regular mail, postage prepaid, to the last known address of each member of the Association, stating the date, time, place and purpose of such meeting.

Section 7. - Organization Meeting

The initial board of directors shall duly call an organizational meeting of the membership at such time as fifty (50%) per cent of the lots of the subdivision are sold, or within one (1) year from the date hereof, whichever first occurs. At such meeting the membership shall elect a new board of directors and conduct such other and further business as the membership attending may elect. The quorum for such organizational meeting shall be not less than twenty-five (25%) per cent of the membership.

ARTICLE V

DIRECTORS AND OFFICERS

Section 1. - Directors

The management of the Association shall be vested in a board of directors of five (5) persons, who shall be elected by the membership, except the initial board of directors shall be designated by MT. SCOTT PROPERTIES, a joint venture, which directors shall serve for a period of one year or until their successors are duly elected and qualified as specified in Article IV Section 7 above.

Directors shall hold office until their successors have been elected and shall have entered upon the discharge of their duties.

The directors shall have the right to the reasonable entry upon any parcel of the subdivision for the purpose of such operation and maintenance without being deemed guilty in any manner of trespass or unlawful entry.

Section 2. - Vacancies

Any director of this Association who, having been duly notified, fails to attend four (4) regular consecutive board meetings without excuse satisfactory to the board, shall thereby forfeit his membership thereon, and the position shall thereupon be deemed vacant.

Section 3. - Duties of Directors

The directors shall administer all business carried on by the Association under the direction and control of any special or regular meeting of the members. They shall arrange an impartial audit by a public accountant of the books of the Association at least once a year, and shall issue a financial statement to the membership. They shall also issue annually to the membership a full report of its work during the year and of the progress and condition of the Association.

The board may create advisory committees composed of individuals interested in one or more phases of the work of the Association.

Section 4. - Officers

The officers shall be: President, Vice-President, Secretary, Treasurer and such others as the board may deem necessary. The President, Vice-President and Secretary shall be appointed by the board of directors from their number at the first regular board meeting following the annual election. All officers shall hold office at the discretion of the board.

If the Treasurer is not a member of the board, he may have a voice, but no vote, at board meetings.

Section 5. - Duties of Officers

The officers shall perform the duties usually appertaining to such offices and such other duties as may be delegated to them by these Articles or by the board.

Section 6. - Bonds

All officers and employees of the Association handling funds of the Association shall be bonded.

ARTICLE VI

MAIL VOTE

Section 1.

Whenever in the judgment of the board of directors any question shall arise which it considers should be put to a vote of the membership, and when it deems it inexpedient to call a special meeting for that purpose, it may submit this matter to the membership in writing by mail for vote and decision, and the question thus presented shall be determined according to a majority of the votes received by mail within two (2) weeks after such submission to the membership; provided that in each case, votes of at least the majority of the members shall be received. Action taken in this manner shall be as effective as action taken at a duly called meeting.

ARTICLE VII

LIABILITIES

Nothing herein shall constitute members of the Association as partners for any purpose. No member, officer, agent or employee shall be liable for the acts or failure to act of any other member, officer, agent or employee of the Association. Nor shall any member, officer, agent or employee be liable for his acts or failure to act under these Articles, except only acts of omissions arising out of his willful malfeasance.

ARTICLE VIII

TERM

This Association shall be maintained in full force and effect until such time as a special road district and/or road assessment district (hereinafter referred to as road district) or any other district which can carry out in full the purpose for which this home owners association has been formed, shall be formed for MT. SCOTT MEADOWS, also known as MT. SCOTT PINES; and, upon the formation of said road district, wherein said road district shall perform all of those duties and operations for which this home owners association has been formed, this home owners association shall be dissolved, provided, however, that nothing contained in said dissolution of this home owners association shall in any way negate, preclude or invalidate any of the liens, encumbrances or unpaid assessments which have been previously levied by this Association upon any homeowner or owners of real property as aforesaid. Said liens, encumbrances or assessments which have been previously levied by the Association shall continue in full force and effect until they are paid and the enforcement thereof shall be passed on, given, continued and performed by the road district which is formed. Provided further that if the road district as aforesaid, which is formed pursuant to the laws of the State of Oregon, cannot enforce these liens, encumbrances, assessments or levies made by this home owners association, then, in that event, the home owners association shall be maintained and continued in full force and effect for the period of time necessary and until such time as all of said liens, encumbrances, assessments and levies have been fully paid and/or fully enforced and collected pursuant to the laws of the State of Oregon and pursuant to these Articles. At such time that all of said liens, encumbrances, assessments and/or levies have been fully paid or the enforcement thereof has been concluded, this Association shall be dissolved as aforesaid. Provided further that, upon the formation of the road district, if it is necessary to maintain the home owners association as aforesaid, said road district shall carry out the purposes for which it is formed and the Association shall remain in full force and effect only for the purpose of enforcing and collecting said liens, encumbrances, assessments and/or levies.

ARTICLE IX

AMENDMENTS

These Articles may be amended, repealed or altered in the whole or in part by a majority of the voting power at any duly authorized meeting of the Association.

Dated this 21 day of November, 1972.

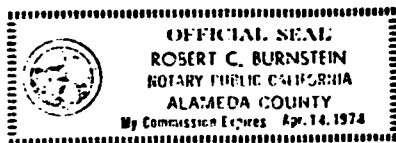
MT. SCOTT PROPERTIES, a joint venture

By Allan Schulman
ALLAN SCHULMAN, Managing
Joint Venturer

STATE OF CALIFORNIA,

COUNTY OF Alameda

ss.



ON NOVEMBER 21, 1972,
before me, the undersigned, a Notary Public in and for said State, personally appeared
Allan Schulman

known to me,
to be one of the partners of the partnership that executed the within instrument, and acknowl-
edged to me that such partnership executed the same.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for said State.

ACKNOWLEDGMENT—Partnership—Winkett's Form 236—Rev. 3-64 A SUBSIDIARY OF AMERICAN STATIONERY PRODUCTS CORP.

STATE OF OREGON, }
County of Klamath } ss.

Filed for record at request of:

WILLIAM MILNE
on this 9th day of JULY, A. D., 19 73
at 2:01 o'clock P.M. and duly
recorded in Vol. N 73 of ARTICLES OF
Page 113 INCORPORATION

WM. D. MILNE, County Clerk

By Rhazel Drayil
Deputy.

DECLARATION OF RESTRICTIONS ON
MT. SCOTT PROPERTIES
(commonly known as MT. SCOTT MEADOWS)
(also known as MT. SCOTT PINES)
Dated: November 21, 1972
Recorded: July 9, 1973
Volume M73, page 8724
Klamath County, Oregon,
Microfilm Records.

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, MT. SCOTT PROPERTIES, a copartnership, is the owner of that certain real property commonly known as MT. SCOTT MEADOWS, also known as MT. SCOTT PINES situated in the County of Klamath, State of Oregon, and more particularly described as follows:

See EXHIBIT "A" attached hereto.

and, WHEREAS, said MT. SCOTT PROPERTIES plans to sell said real property and desires in that behalf for the benefit of themselves, namely, the Copartners and the Copartnership and the several purchasers of lots or parcels of said property to prescribe certain standards relating to the use and occupation of such real property.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES and for the uses and purposes herein set forth, MT. SCOTT PROPERTIES, A Copartnership, herein declares that all conveyances of lots or parcels comprised in the above described real property shall be made and accepted upon the following expressed conditions, provisions, restrictions and covenants herein referred to as "conditions" which shall apply to and bind the parties thereto their heirs, successors, administrators, representatives and assigns, imposed pursuant to a general plan for the improvement of said property and each and every lot therein and such conditions being as follows, to wit:

1. All lots shall be known and described as recreational residential lots.
2. No residential building shall be located nearer than 25 ft. to the front line or nearer than 25 ft. to any side street line.
3. No noxious or offensive trade or activity shall be carried on, or upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood and there shall not be stored, kept, maintained or permitted to be upon any portion of said lots not fully enclosed by permanent buildings, any old metal, broken-down machinery or broken materials commonly known and designated as "Junk" or trash shall be removed immediately.
4. No dwelling shall be permitted on any lot which does not conform to the specifications and requirements of the Klamath Falls Building Code and Health Department as the same is then in effect and may from time to time be amended or modified. Sewage disposal shall conform to the requirements of Klamath County Health Department and there will not be permitted the construction or use of a privy or outside toilet upon any of said property.
5. Any building structure, wall or fence proposed to be erected or maintained upon any of the said property or any alterations made thereon after the initial building and construction thereof in addition to being required to conform with the specifications and requirements of the Klamath County Building Code and Health Department as were provided for in Paragraph "4" of these restrictions, shall likewise be designed, constructed and laid out in such a manner that the said building walls, and fence is reasonably related to the best use of said property and the most reasonable esthetic use of said property keeping in mind that the

DECLARATION OF RESTRICTIONS ON
MT. SCOTT PROPERTIES
(commonly known as MT. SCOTT MEADOWS)
(also known as MT. SCOTT PINES)

-2-

Volume M73, page 8724

property herein described are lots designated as recreational residential lots in which various purchasers will be using said property particularly purchased by them with residential recreational uses contemplated by all purchasers to maintain the highest integrity of the use and purposes of such property.

No signs (except a sign of customary and reasonable dimensions advertising the property for sale) placards, signboards, or billboards of any character or any building or structure not reasonable related to the use and enjoyment of the property in connection with its use for residential recreational purposes shall be permitted.

All buildings and improvements of any kind shall be properly painted immediately after completion and shall be kept neat and clean and in no event shall the structure or premises create any unsightly or hazardous condition. After the commencement of any building structure, fence or wall that is permitted under these restrictions, the same shall be prosecuted to completion with all reasonable diligence.

In the event of the violation of any of the conditions as set forth in this paragraph, any property owner within the property described that has been made subject to these conditions may demand the correction of any violation or compel the removal of the same and the cost of said action including any Attorneys fees incurred thereby, shall be paid by the owner of the lot or property against whom the charge has been made.

Mobile homes, trailers or campers shall be permitted on said property provided it is in good condition, modern and contains interior kitchen and bathroom facilities. Provided, however, the mobile home, trailer or camper (not self-contained for waste disposal) shall not be used by the owner of the same placed on said property until the septic tank required for the sewage and/or water disposal, as the case may be, has been approved by all County and other political sub-division having jurisdiction over the same and that the said mobile home, trailer or camper can be connected to and used in connection with an approved septic tank. All exterior living areas such as patios, gardens, recreational areas, etc. used in connection with the mobile home, trailer or camper shall be kept neat and clean and in no event shall the same create any unsightly or hazardous condition.

Any violation of these conditions in this paragraph may be enforced by any of the other property owners for whose benefit these conditions have been imposed and that the same may be demanded to be corrected and if not corrected, to compel the removal of such hazard or unsightly condition or the mobile home, trailer or camper which does not comply with the conditions of the use required herein and that the cost of such action, including the Attorneys fees to enforce the correction or removal thereof, shall be paid by the owner of the property upon which said mobile home, trailer or camper has been placed.

6. No lot shall be used or maintained as a dropping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

7. No building being constructed on the lot as a permanent structure for use in connection with recreational residential uses shall be less than 500 sq. ft. as measured in the interior of said structure from the interior of the wall to wall within said structure.

8. The covenants described herein likewise referred to as "conditions" are to run with the land and shall be binding on all parties and all persons claiming under them for a period of ten (10) years from the date these covenants are recorded after which time these covenants and conditions shall be automatically extended for successive periods of five (5) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change these covenants in whole or in part.

9. The foregoing conditions and restrictions being the covenants as aforementioned shall bind and inure to the benefit of and be enforceable by suit for injunction or for damages by the owner or owners of any of the above described lands, their and each of their legal representatives, heirs, successors or assigns; and a failure, either by the owners above named or their legal representatives, heirs, successors or assigns, to enforce any of such conditions or restrictions shall in no event be deemed a waiver of the right to do so thereafter.

10. Should suit or action be instituted to enforce any of the foregoing restrictions or covenants after written demand for the discontinuance of a violation thereof and any failure so to do, then, the prevailing party shall be entitled to have and recover from such other party, in addition to the costs and disbursements allowed by law, such sums as the court may adjudge reasonable as attorney's fees in such suit or action.

11. Invalidation of any of these covenants shall in no wise affect any of the other provisions which shall remain in full force and effect.

12. Any breach of any of the foregoing conditions and covenants and/or restrictions shall not defeat or render invalid the lien of any mortgage or Deed of Trust made in good faith and for value, as to said realty or any part thereof but said conditions, covenants and/or restrictions shall be binding upon and effective against any subsequent owner of said realty.

EXHIBIT "A"

All that property situate in the County of Klamath, State of Oregon described as follows:

In Township 31 South, Range 7 East of the Willamette Meridian:

PARCEL 1, SECTION 1: Lots 1 and 2, South half Northeast quarter, Southeast quarter BUT EXCEPTING from Lot 2 Highway #97 right of way conveyed to the State of Oregon in Deed Book 190 at page 16.

PARCEL 2, SECTION 12: Northeast quarter, Southeast quarter,

Subject to the following exceptions:

1. There is expressly excepted from the foregoing PARCEL 1 and PARCEL 2 all of those lands situated within Tract A and Tract B as shown on the Preliminary Plat of Mount Scott Meadows, Tract No. 1027, attached hereto as Exhibit "B", which map has been accepted by and is on file with the Klamath County Planning Commission.
2. There is further expressly excepted from the foregoing PARCEL 1 and PARCEL 2 that certain parcel designated as "Existing Artesian Well" which is a portion of Lot 4, Block 7, of the Preliminary Plat of Mount Scott Meadows, Tract No. 1027, attached hereto as Exhibit "B", which map has been accepted by and is on file with the Klamath County Planning Commission.
3. There is further expressly excepted from the foregoing PARCEL 1 and PARCEL 2 a non-exclusive easement of access to all existing wells, irrigation structures, drainage canals, and drainage ditches, including Scott Creek and the canals shown on the map attached hereto as Exhibit "B". Together with access rights for purposes of maintenance and repair as follows:
 - a. A strip of land thirty (30) feet on each side of the center line of Scott Creek as said Creek is shown on the above referred to Preliminary Plat of Mount Scott Meadows, Tract No. 1027.
 - b. A fifteen (15) foot strip of land lying North of and adjacent to the center line of the canal, which center lies along the South line of Lots 4, 5, 7, 8 and 9 of Block 7 as shown on the Preliminary Plat of Mount Scott Meadows, Tract No. 1027.
 - c. A fifteen (15) foot strip of land lying North of and adjacent to the center line of the canal shown on the North line of Lots 20 and 21, Block 11, and the North lines of Lot 1, Block 24, as shown on the Preliminary Plat of Mount Scott Meadows, Tract No. 1027.
 - d. A fifteen (15) foot strip of land lying North of and adjacent to the center line of the canal shown traversing Lot 5, Block 17, and Lot 11, Block 16, on the above referred to Preliminary Plat of Mount Scott Meadows, Tract No. 1027.

EXHIBIT "A"

e. A strip of land fifteen (15) feet in width lying East of and adjacent to the center line of the canal which traverses in a North and South direction through Blocks 11, 15, 17 and the Easterly boundary of Block 21 as shown on the Preliminary Plat of Mount Scott Meadows, Tract No. 1027.

4. There is further expressly excepted from the foregoing PARCEL 1 and PARCEL 2 an exclusive easement for the withdrawal of water from the artesian well located on the property described in Exception "1" and an exclusive easement to withdraw water from the creek, canals, and systems described in Paragraph "2" above.

17957

MT. SCOTT MEADOWS, ALSO KNOWN AS MT. SCOTT PINES
STANDARD FORM - AGREEMENT FOR SALE OF PROPERTY

112 Reg. 0816992

THIS AGREEMENT for Sale of Real Estate dated the 10th day of October, 1981, by and between THE BANK OF CALIFORNIA, NATIONAL ASSOCIATION, a national banking association, as Trustee, hereinafter called Seller, whose address is Trust Department, 845 South Figueroa Street, Los Angeles, California 90017 and Brian M. Sato whose address is 381 Kiele St. Waukena, HI 96793, Phone 244-0424 hereinafter called Buyer.

The disclosures contained in the following paragraphs below are required to be made by THE BANK OF CALIFORNIA, NATIONAL ASSOCIATION, as Trustee and as creditor, in compliance with federal laws.

1. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, real property located in the County of Klamath, State of Oregon, described as follows: Lot(s), Block(s) 21 Block 22

in Mt. Scott Meadows Subdivision, Tract No. 1027, in the County of Klamath, State of Oregon, as per map recorded in the office of the County Recorder of said County, excepting oil, gas and other mineral and hydrocarbon substances beneath the surface thereof. Said conveyance shall be made subject to all conditions, covenants, restrictions, reservations, easements, rights and rights of way of record or appearing in the recorded map of said tract and specifically the covenants, conditions and restrictions set forth in that certain Declaration of Restrictions recorded in the Official Records of Klamath County, all of which are incorporated herein by reference with the same effect as though said Declaration were fully set forth herein.

CASH PRICE

Less: Cash Down Payment

\$ 1800.00\$ 6000.00

Trade-In

\$ 1800.00\$ 1800.00

Total Down Payment

\$ 4200.00\$ 4200.00

Unpaid Balance of Cash Price

Other Charges:

Amount Financed

FINANCE CHARGE (INTEREST)

Total of Payment

Deferred Payment Price

ANNUAL PERCENTAGE RATE

2. The unpaid balance shall be paid in 120 equal monthly installments of \$50.00 Dollars

or more including interest at 9 percent per annum on the unpaid balance. Commencing on the 15 day of December, 1981, the first installment of said unpaid principal balance and interest shall be paid, and on the same day of each month thereafter a like installment shall be paid until the total unpaid principal balance and interest have been paid in full. Interest to begin to accrue on the 15 day of November, 1981. All or any part of the unpaid balance may be prepaid without penalty on the monthly payment date. The number of years required to complete payment in accordance with the terms herewith is 10 years. In the event of a late payment, the provisions in Paragraph 17 on the reverse side hereof shall apply. Under no circumstances, however, will Buyer be subject to any default, delinquency or similar charges in the event of a late payment.

Buyer shall have the right to pay in advance the unpaid balance of this contract as was hereinbefore provided and obtain a partial refund of the finance charge (interest) based upon the provisions contained in California Civil Code §1806.3.

3. Seller will retain a security interest in the real property described above, consisting of a legal title under this contract of sale, subject only to Buyer's rights hereunder. After acquired property, which becomes affixed as part of said real property, will be subject to said security interest.

4. Any notice to Buyer may be given to Buyer at the address stated in this Agreement or at any address subsequently delivered to Seller in writing. Notice to seller shall be given only at the address at which Buyer's payments are from time to time made. Any and all notices or demands provided or permitted hereunder shall be in writing, and shall be served either personally or by certified mail, postage prepaid, return receipt requested. The provisions of this paragraph shall not apply to Paragraph 5 hereof.

5. You (Buyer) have the option to void your contract or agreement by notice to the Seller if you did not receive a Property Report prepared pursuant to the Rules and Regulations of the Office of Interstate Land Sales Registration, U.S. Department of Housing and Urban Development, in advance of, or at the time of your signing the contract or agreement. If you (Buyer) received the Property Report less than 48 hours prior to signing the contract or agreement you (Buyer) have the right to revoke the contract or agreement by notice to the Seller until midnight of the third business day following the consummation of the transaction. A business day is any calendar day except Sunday, or the following business holidays: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving, and Christmas.

6. Buyer acknowledges that he has received, read and understood and signed a copy of this Agreement and also received, read and understood a copy of the following:

CHECK WHERE APPLICABLE



State of California, Department of Real Estate
Subdivision Public Report and Permit



Oregon Real Estate Commission
Subdivision Public Report and Permit



U.S. Housing and Urban Development
State Property Report Notice and Disclaimer

THE FOLLOWING STATEMENT IS INCONSISTENT WITH THE
DISCLOSURE REQUIREMENTS OF THE FEDERAL TRUTH IN LENDING ACT

7. Buyer acknowledges that he has received and read a copy of the Notice of Rescission Rights whereby Buyer understands that he is entitled to rescind this transaction without any penalty or obligation within 14 calendar days from the date of execution of this Agreement but not less than fourteen (14) calendar days from the date of execution of this Agreement by the Buyers herein as required by the Laws of the State of California and the California Department of Real Estate. Notification of such rescission must be made in writing by notifying MT. SCOTT PROPERTIES, 433 Callan Avenue, Suite 303, San Leandro, California 94577, by mail or telegram on or before the date indicated on said Notice of Rescission Rights.

8. Buyer has read and understands all of the terms and provisions stated on the reverse side hereof and Buyer and Seller agree that all such terms and provisions are incorporated herein by reference and are fully a part of this agreement.

NOTICE: See other side for important information.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Brian M. Sato
Buyer

Buyer

Buyer

Buyer

Buyer

THE BANK OF CALIFORNIA,
NATIONAL ASSOCIATION,
a national banking association, as Trustee
By: Richard L. Quinn

Title

Seller

BANK OF CALIFORNIA

18 16993
8. Real property taxes for the current fiscal year levied against the lot described herein shall be prorated to the date of this Agreement. Buyer shall promptly pay all such taxes due after the date hereof, and shall be responsible for and shall pay when due all future real property taxes and similar levies. Buyer's failure to pay such taxes and levies, when due, shall constitute a breach of this contract, and Seller may, at its option, exercise all remedies available to it upon default of any of Buyer's obligations.

9. Upon the payment in full by Buyer of all sums due hereunder and the surrender to Seller of this Agreement for cancellation, Seller shall execute a Trustee's Grant Deed in favor of Buyer conveying said property to Buyer, free and clear of all liens and encumbrances, but subject to all easements, conditions, covenants, restrictions and rights of way now of record, along with all other matters specified in this Agreement and to all matters done, made, caused or created by Buyer affecting title thereto. At Buyer's election and at Buyer's expense, Seller shall furnish to Buyer a policy of title insurance issued by a reliable title company showing title to said property vested in Buyer free from all liens and encumbrances, except those hereinbefore specified and those done, made, caused or created by Buyer.

Buyer further understands that the property being purchased herein by Buyer does not include the purchase of any oil, gas and other mineral and hydrocarbon substances beneath the surface of said land. However, so long as Buyer is performing hereunder and the contract has not been terminated, neither Seller nor any person claiming from Seller shall have the right to enter upon the surface of the property sold by Seller to Buyer for the removal of, or exploration for, the aforementioned natural resources below the surface of said land. Upon the payment in full and performance by the Buyer entitling the Buyer to a deed as provided for herein, there shall further appear upon the face of said deed this waiver of surface entry.

10. Buyer shall keep, preserve and maintain said property in good order and condition; Buyer shall not commit or permit waste of said property; and Buyer shall comply with all laws, ordinances, regulations, covenants, conditions, restrictions, easements, rights and rights of way relating to or affecting said property.

11. Seller shall have the right at all reasonable times to inspect said property, and Buyer shall allow Seller to inspect the same upon Seller's request.

12. Buyer shall not declare nor attempt to declare a homestead upon nor select said property as a homestead nor attempt to record any declaration of homestead upon said property during the term of this Agreement.

13. All improvements made to or placed on said property by Buyer shall be and become a part of said property. Buyer agrees that until payment in full has been made or until Buyer has received written consent from Seller, Buyer will not commit waste or encumber said realty and during the period of this Agreement will keep said realty free of all liens and encumbrances done, made, caused, or created by him of any kind and nature. Buyer agrees to pay and discharge any lien or encumbrance on said realty that is made, done, caused or created by him within ten (10) days after such lien or encumbrance is placed thereon.

14. No representations, agreements or warranties, whether express or implied, not herein expressly set forth, have been made by Seller to or with Buyer. Buyer acknowledges that no persons have had nor now have any authority to make any representations, agreements or warranties, whether express or implied, binding upon Seller not expressly set forth herein and that, if any such representations, agreements or warranties were made or given and are not herein expressly set forth, each, every and all thereof are of no force or effect. This Agreement is the only agreement between Seller and Buyer, and all prior or contemporaneous negotiations are merged herein and supersede hereby.

15. Until all sums due under this Agreement have been paid in full, Buyer shall not sell, assign or transfer this Agreement or any right, title, or interest herein without first obtaining the written consent of Seller, and any attempt so to do shall be of no force or effect.

16. Any payments made by Buyer to Seller may be applied by Seller in payment of or on account of any obligation or liability of Buyer to Seller, and the application of such payments by Seller shall be conclusive upon Buyer.

17. Time is of the essence of this Agreement, and full performance by the Buyer of all his obligations hereunder is and shall be a condition precedent to his right to a conveyance hereunder; and should default be made (a) in the payment of any said installments of principal and interest when the same become due, or (b) in the repayment after demand of any amounts herein agreed to be repaid, or (c) in the observance or performance of any other obligation hereunder, and any such default is not cured within forty-five (45) days after written notice by Seller, then this Agreement on the part of the parties shall be deemed automatically cancelled and terminated, at Seller's option; and in the event of such cancellation, the amounts paid herein may be retained by Seller as liquidated damages, the parties agreeing that it would be impractical and extremely difficult to fix damages.

As an alternative remedy to Seller, upon default by Buyer in payment of any indebtedness secured hereby or in performance of any agreement hereunder, all sums secured hereby shall be immediately due and payable at the option of Seller. In the event of default, Seller may execute a written notice of such default and of its election to cause to be sold the herein described property to satisfy the obligations hereof and shall cause such notice to be recorded in the office of the County Recorder of the County of Klamath, Oregon. Notice of sale having been given as then required by law and not less than a time then required by law having elapsed after recordation of such notice of default. Seller may sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Seller may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Seller shall deliver to the purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters of facts shall be conclusive proof of the truthfulness thereof. Any person, including Seller or Buyer may purchase at such sale. After deducting all costs, fees and expenses of Seller, including cost of the evidence of title and reasonable attorney's fees in connection with the sale, Seller shall apply proceeds of the sale to payment of the following items in the following order: (1) All sums expended by Seller under the terms hereof, not then repaid with accrued interest at 10% per annum; (2) all other sums then secured hereby; (3) and the remainder, if any, to the person or persons legally entitled thereto.

18. Buyer and Seller agree that in the event Seller cancels Buyer's rights hereunder, Buyer will, at the option and upon the demand of Seller, execute in favor of and deliver to Seller, a good and sufficient Quitclaim Deed to the said realty; and this acceptance by Seller shall operate as a full release of all Buyer's obligations hereunder. Buyer and Seller further agree that in the event Buyer rescinds this agreement through the Buyer's right of rescission and Seller tenders all sums heretofore paid back to Buyer within ten (10) days of the receipt of said notice of rescission, Buyer will, at the option and upon the demand of Seller, execute in favor of and deliver to Seller a good and sufficient Quitclaim Deed to said realty; and this acceptance by the Seller shall operate as a full release of all Buyer's obligations hereunder.

19. Buyer and Seller agree that this agreement will become binding upon the Buyer and Seller two (2) days after the deposit in the U.S. mail of notice of acceptance addressed to the Buyer in accordance with the provisions of paragraph 4 hereof, with postage prepaid.

20. Each of the signed copies hereof shall be deemed a duplicate original, and this Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties hereto.

21. This Agreement is made by Seller as Trustee under Declaration of Trust, and Buyer's recourse shall be solely to the trust estate and not to Seller in any other capacity.

Buyer has read and understands all of the items and provisions stated in this Agreement for Sale of Property, and all such terms and provisions hereof are fully a part of this contract.

NOTICE: See other side for important information.

BS

Buyer's Initials

Seller's Initials

16994

(Corporation)

STATE OF CALIFORNIA

COUNTY OF Los Angeles

SS.

On 11-17-82

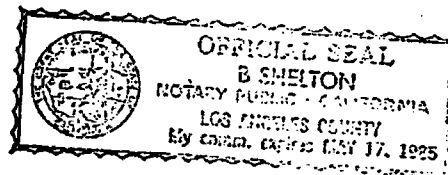
State, personally appeared Piedad J. Garcia before me, the undersigned, a Notary Public in and for said known to me to be the Asst Tr Opr Officer President, and

known to me to be _____ Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature

B. Shelton



(This area for official notarial seal)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

this 3 day of Dec. A.D. 19 82 at 8:37 o'clock A.M., and duly recorded in Vol. MB2 of Deeds on file 16992

Fee \$12.00

By Evelyn Biehn County Clerk

OK

44052

WARRANTY DEED—TENANTS BY ENTIRETY

Vol. 92 Page 8950

KNOW ALL MEN BY THESE PRESENTS, That

THE BANK OF CALIFORNIA, N.A. AS TRUSTEE

hereinafter called the grantor, for the consideration hereinafter stated to the grantor paid by MIKIO SATO 1/2 interest; RUTH SATO 1/2 interest, hereinafter called the grantees, does hereby grant, bargain, sell and convey unto the grantees, as tenants by the entirety, the heirs of the survivor and their assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of KLAMATH, State of Oregon, described as follows, to-wit:

Block 22, Lot(s) 21 in Mt. Scott Meadows Subdivision, Tract No. 1027, in the County of Klamath, State of Oregon, as per map recorded in the office of the County Recorder of said County, excepting oil, gas and other mineral and hydrocarbon substances beneath the surface thereof. Said conveyance shall be made subject to all conditions, covenants, restrictions, reservations, easements, rights and rights of way of record or appearing in the recorded map of said tract and specifically the covenants, conditions and restrictions set forth in that certain Declaration of Restrictions recorded in the Official Records of Klamath County, all of which are incorporated herein by reference with the same effect as though said Declaration were fully set forth herein.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the above described and granted premises unto the said grantees, as tenants by the entirety, their heirs and assigns forever.

And grantor hereby covenants to and with grantees and the heirs of the survivor and their assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances.

and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$6,000.00.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 9 day of January, 1992, if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized therein by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

STATE OF OREGON,

County of _____, 19____

Personally appeared the above named _____

and acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires _____

THE BANK OF CALIFORNIA, N.A. TRUSTEE

Kim Cacace

Kim Cacace

Vice Pres.

& Trust Officer

WASHINGTON

STATE OF OREGON, County of KING

January 9, 1992

Personally appeared KIM CACACE

ROBIN C. RUSSELL

who, being duly sworn,

each for himself and not one for the other, did say that the former is the

Vice President and that the latter is the

Asst. Vice President

of THE BANK OF CALIFORNIA

a corporation,

and that the seal affixed to the foregoing instrument is the corporate seal

of said corporation and that said instrument was signed and sealed in

behalf of said corporation by authority of its board of directors; and each of

them acknowledged said instrument to be its voluntary act and deed.

Before me:

Maurice C. Hagston

Notary Public for Oregon

My commission expires: 8-5-93

(OFFICIAL SEAL)

(If executed by a corporation, affix corporate seal)

THE BANK OF CALIFORNIA, N.A., AS TRUSTEE

C/O WYNWOOD AGENCY, INC.

P. O. BOX 2236, TACOMA, WA 98401

GRANTOR'S NAME AND ADDRESS

Mikio and Ruth Sato 189011027-22-21

381 Kiele St.

Wailuku, HI 96793

GRANTEE'S NAME AND ADDRESS

After recording return to:

Mikio and Ruth Sato

381 Kiele St.

Wailuku, HI 96793

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

Mikio and Ruth Sato

381 Kiele St.

Wailuku, HI 96793

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 27th day of April, 1992, at 12:33 o'clock P. M., and recorded in book/reel/volume No. M92 on page 8950 or as fee/file/instrument/microfilm/reception No. 44052 Record of Deeds of said county.

Witness my hand and seal of County affixed.

Evalyn Biehn, County Clerk

By Pauline J. Neill, Deputy

Fee \$30.00

KNOW ALL MEN BY THESE PRESENTS, That
 THE BANK OF CALIFORNIA, N.A., as Trustee
 hereinafter called the grantor, for the consideration hereinafter stated to the grantor paid by
 ERIC T. SATO, husband and wife, hereinafter called the grantees, does
 hereby grant, bargain, sell and convey unto the grantees, as tenants by the entirety, the heirs of the survivor and their
 assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or ap-
 pertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

Block 22, Lot(s) 22 in Mt. Scott Meadows Subdivision, Tract No. 1027,
 in the County of Klamath, State of Oregon, as per map recorded in the office of the County
 Recorder of said County, excepting oil, gas and other mineral and hydrocarbon substances
 beneath the surface thereof. Said conveyance shall be made subject to all conditions,
 covenants, restrictions, reservations, easements, rights and rights of way of record or
 appearing in the recorded map of said tract and specifically the covenants, conditions
 and restrictions set forth in that certain Declaration of Restrictions recorded in the
 Official Records of Klamath County, all of which are incorporated herein by reference
 with the same effect as though said Declaration were fully set forth herein.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)
 To Have and to Hold the above described and granted premises unto the said grantees, as tenants by the en-
 tirety, their heirs and assigns forever.

And grantor hereby covenants to and with grantees and the heirs of the survivor and their assigns, that grantor
 is lawfully seized in fee simple of the above granted premises, free from all encumbrances.

and that
 grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims
 and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 6,000.00.
 (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical
 changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 26 day of February, 1993
 if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized therefor by
 order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DE-
 SCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND
 USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING
 THIS INSTRUMENT THE PERSON ACQUIRING FEE TITLE TO THE
 PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR
 COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

THE BANK OF CALIFORNIA, N.A., as Trustee
 Kim Cacace, Kim Cacace
 R.J. Gunderson, R.J. Gunderson
 Vice Pres. & Trust Officer

STATE OF OREGON,
 County of _____, 19____

STATE OF OREGON, County of Klamath
 February 26, 1993
 Personally appeared KIM CACACE and
 R.J. GUNDERSON, who, being duly sworn,

Personally appeared the above named _____

each for himself and not one for the other, did say that the former is the
 VICE president and that the latter is the
 VICE PRESIDENT secretary of
 THE BANK OF CALIFORNIA, a corporation,
 and that the seal affixed to the foregoing instrument is the corporate seal
 of said corporation and that said instrument was signed and sealed in be-
 half of said corporation by authority of its board of directors; and each of
 them acknowledged said instrument to be its voluntary act and deed.

Before me:
 (OFFICIAL SEAL)
 Notary Public for Oregon
 My commission expires _____

Before me:
 (OFFICIAL SEAL)
 Notary Public for Washington
 My commission expires 8-5-93

THE BANK OF CALIFORNIA, N.A.
 C/O Wynwood Agency, Inc.
 P. O. Box 2236, Tacoma, WA 98401
 GRANTOR'S NAME AND ADDRESS
 ERIC T. SATO
 377 Kiele Street
 Wailuku, HI 96793 189011027-22-22
 GRANTEE'S NAME AND ADDRESS
 After recording return to:
 ERIC T. SATO
 377 Kiele Street
 Wailuku, HI 96793
 NAME, ADDRESS, ZIP
 Until a change is requested all tax statements shall be sent to the following address:
 ERIC T. SATO
 377 Kiele Street
 Wailuku, HI 96793
 NAME, ADDRESS, ZIP

STATE OF OREGON,
 County of Klamath } ss.
 I certify that the within instru-
 ment was received for record on the
 12th day of March, 1993,
 at 11:41 o'clock A.M., and recorded
 in book/reel/volume No. M93 on
 page 5114 or as fee/file/instru-
 ment/microfilm/reception No. 58559,
 Record of Deeds of said county.
 Witness my hand and seal of
 County affixed.
 Evelyn Biehn, County Clerk
 NAME TITLE
 By Danah M. Mullikin Deputy

Fee \$30.00