



Lane County

LAND MANAGEMENT DIVISION
125 EAST 8TH AVENUE
EUGENE, OREGON 97401

PHONE: 541-682-3823

FAX: 541-682-3947

June 5, 2007

ATTACHMENT "D"

SUPPLEMENTAL INFORMATION

Boxler Submitted at 5/6 Hearing

ATTACHMENT A

WESTERN PIONEER TITLE Fax: 541-484-7321

May 7 2007 10:03

P. 02

FORM No. 107 - Oregon Trust Deed Instrument - 1997 BESS.

WESTERN PIONEER TITLE INSURANCE CO., OREGON, U.S.A.

TRUST DEED 8611530

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THIS TRUST DEED made this 28 day of MARCH 1986 between LEON HOUSTON COLTHAR and EVELYN KERRA COLTHAR, HUSBAND and wife.

as Grantor, CASCADE TITLE COMPANY as Trustee, and

LOYCE EVELYN BIXLER as Beneficiary.

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in ... County, Oregon, described as:

See Exhibit A, attached hereto.

16JUN81 09/01/86 REC 12.00 0000JRN

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

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of THIRTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 (\$37,500.00).

with interest thereon according to the terms of a promissory note, payable to beneficiary or order and made by Grantor, the final payment of principal and interest hereof, if not earlier paid to be due and payable FEBRUARY 5, 2012.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable, in the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or otherwise by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity date expressed therein, shall become immediately due and payable.

To protect the security of this trust deed, grantor agrees to execute and record such instruments as may be required to carry out the purposes of this instrument.

(1) Grantor agrees to execute and record such instruments as may be required to carry out the purposes of this instrument. (2) Grantor agrees to execute and record such instruments as may be required to carry out the purposes of this instrument. (3) Grantor agrees to execute and record such instruments as may be required to carry out the purposes of this instrument.

(4) Grantor agrees to execute and record such instruments as may be required to carry out the purposes of this instrument. (5) Grantor agrees to execute and record such instruments as may be required to carry out the purposes of this instrument. (6) Grantor agrees to execute and record such instruments as may be required to carry out the purposes of this instrument.

(7) Grantor agrees to execute and record such instruments as may be required to carry out the purposes of this instrument. (8) Grantor agrees to execute and record such instruments as may be required to carry out the purposes of this instrument. (9) Grantor agrees to execute and record such instruments as may be required to carry out the purposes of this instrument.

(10) Grantor agrees to execute and record such instruments as may be required to carry out the purposes of this instrument. (11) Grantor agrees to execute and record such instruments as may be required to carry out the purposes of this instrument. (12) Grantor agrees to execute and record such instruments as may be required to carry out the purposes of this instrument.

(13) Grantor agrees to execute and record such instruments as may be required to carry out the purposes of this instrument. (14) Grantor agrees to execute and record such instruments as may be required to carry out the purposes of this instrument. (15) Grantor agrees to execute and record such instruments as may be required to carry out the purposes of this instrument.

(16) Grantor agrees to execute and record such instruments as may be required to carry out the purposes of this instrument. (17) Grantor agrees to execute and record such instruments as may be required to carry out the purposes of this instrument. (18) Grantor agrees to execute and record such instruments as may be required to carry out the purposes of this instrument.

(19) Grantor agrees to execute and record such instruments as may be required to carry out the purposes of this instrument. (20) Grantor agrees to execute and record such instruments as may be required to carry out the purposes of this instrument. (21) Grantor agrees to execute and record such instruments as may be required to carry out the purposes of this instrument.

(22) Grantor agrees to execute and record such instruments as may be required to carry out the purposes of this instrument. (23) Grantor agrees to execute and record such instruments as may be required to carry out the purposes of this instrument. (24) Grantor agrees to execute and record such instruments as may be required to carry out the purposes of this instrument.

NOTICE: The Trust Deed also provides that the Trustee has the duty to sell the property if it is in default of the loan and to convey the proceeds to the beneficiary. The Trustee shall also have the duty to execute and record such instruments as may be required to carry out the purposes of this instrument.

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The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unrecorded title thereto

and that he will warrant and forever defend the same against all persons whatsoever.

The grantor covenants that the proceeds of the land represented by the above described deed and this trust deed are (1) primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below),

This deed applies to, binds to the benefit of and binds all parties herein, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The beneficiary shall possess the holder and convey, including judgment of the court, covered hereby, whether or not named as a beneficiary herein, in favoring said deed and whenever the interest is received, the beneficiary shall have the benefit of the water, and the chapter number includes the parcel.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

IMPORTANT NOTICE: Before by being out, whether warranty (a) or (b) is not applicable if warranty (a) is applicable and the beneficiary is a creditor on such deed is defined in the Trust-Deed Act and Regulation 2, the beneficiary shall comply with the Act and Regulation by making certain disclosures for this purpose, if this instrument is to be a TRUST deed to prevent the purchase of a dwelling, see Division-Header Form No. 1245 or equivalent. If this instrument is NOT to be a Trust Deed, or is not to prevent the purchase of a dwelling, see Division-Header Form No. 1244, or equivalent. If compliance with the Act is not required, disregard this notice.

Leon Houston Colthar
Lily Emma Colthar

If the date of the deed is a suspension, see the form of acknowledgment attached.

STATE OF OREGON,
County of Land
March 29, 1988

STATE OF OREGON, County of _____

Personally appeared the above named _____

Personally appeared _____ and _____ who being duly sworn, did say that the facts in the _____ are true and that the latter is the secretary of _____

Leon Houston Colthar and Lily Emma Colthar

Notary Public for Oregon
11-8-88

Notary Public for Oregon
My commission expires _____

QUESTIONS FOR THE RECORD
To be read only when objections have been paid.

TO: _____
The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All notes secured by said trust deed have been fully paid and satisfied. You hereby are directed to pay to you of any notes owing to you under the terms of said trust deed or payment to agents, to cancel all evidence of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to receive, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyances and documents to _____

DATED: _____ 1988

Beneficiary

Do not lose or destroy this trust deed OR THE NOTE which it covers, but send to the holder for cancellation before reconveyance will be made.

TRUST DEED
STATE OF OREGON, County of Land
Leon Houston Colthar and Lily Emma Colthar
Grantor
Loyce Evelyn Biskler
Beneficiary

STATE OF OREGON,
County of _____
I certify that the within instrument was received for record on the _____ day of _____ at _____ o'clock P.M., and recorded in book / folio / volume No. _____ of _____ of the _____ County of _____ Oregon.
Witness my hand and seal of _____ County aforesaid.

AFTER RECORDING RETURN TO _____
By _____ Deputy

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EXHIBIT A

Beginning at the iron pin set over the stone marking the center of Section 30, Township 18 South, Range 3 West of the Willamette Meridian; thence, South 33.00 feet along the north-south one-quarter Section line in said Section 30; thence, S89°11'54"W 1194.64 feet along a line parallel with and 33.00 feet southerly of the north line of the M. Ferguson Donation Land Claim No. 57, said Township and Range to an iron pin marking the true point of beginning; thence, S89°11'54"W 1443.04 feet continuing along said line to a point marked by an iron pin; thence, S15°10'43"E 292.28 feet to an iron pin set on the meander line of the right bank of the Willamette River; thence, S65°35'11"E 152.76 feet along said meander line to a point marked by an iron pin; thence, N83°33'05"E 225.09 feet continuing along said meander line to a point marked by an iron pin; thence, S20°30'57"E 193.17 feet continuing along said meander line to a point marked by an iron pin; thence, S30°45'06"E 191.52 feet continuing along said meander line to an iron pin set on the west line of said Donation Land Claim No. 57; thence, S0°50'45"E 1890.88 feet along said west line to a point on the south line of said Section 30; thence, N89°52'18"E 1206.86 feet along the south line of said Section 30 to a point in the centerline of a slough (being referenced on the ground by an iron pin bearing S89°52'18"W 80.00 feet); thence, N8°55'21"E 451.16 feet along the centerline of said slough to a point; thence, N13°50'24"E 96.86 feet continuing along said centerline to a point; thence, N47°12'E 112.40 feet continuing along said centerline to a point; thence, N74°07'04"E 235.08 feet continuing along said centerline to a point (being referenced on the ground by an iron pin bearing North 53.31 feet) on a line parallel with and 396.00 feet westerly of when measured at right angles to said north-south one-quarter line; thence, North 693.58 feet along said parallel line to a point; thence, S88°25'W 504.10 feet to a point marked by an iron pin; thence, North 1067.50 feet to a point (being referenced on the ground by an iron pin bearing N89°11'54"E 0.43 feet); thence, S89°11'54"W 294.64 feet to a point marked by an iron pin; thence, North 190.14 feet to the true point of beginning in Lane County, Oregon.

TOGETHER with an easement over a tract of land 33.00 feet in width lying adjacent to and northerly of the north line of the above described tract and extending easterly to County Road No. 994.

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State of Oregon,
County of Lane,
I, the County Clerk, do and for the said County, do hereby certify that the foregoing description was published for record on

APR 25 1958

1395R
Lane County Official Records
Lane County Clerk

[Signature]
Lane County Clerk

6-28-58

Boxler Submitted at 5/8 Hearing

ATTACHMENT B

CT-116970 (74-1677-47)
(3-15) 30-16-2W
(U 25-16-4W)

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BARGAIN AND SALE DEED

KNOW ALL MEN BY THESE PRESENTS, That RIVIERA ENTERPRISES, INC., an Oregon corporation, hereinafter called Grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto LEON H. COLTHAR and LILY E. COLTHAR, husband and wife, hereinafter called Grantee, and unto Grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Lane, State of Oregon, as set forth on Exhibit A attached hereto and by this reference incorporated herein as if set forth in full herein;

SUBJECT TO: Zoning ordinances, building and use restrictions, reservations in federal patents, easements of record, real property taxes for the tax year 1974-75 which are now due and payable, and the following:

1. Rights of the public in and to those portions lying within the bounds of the County Road.

2. Road agreement over the South 16.0 feet of Parcel 1 with A. E. Gault, as set forth by instrument recorded August 7, 1940, in Book 204, page 566, Lane County Oregon Deed Records.

3. As disclosed by the tax roll the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use the property will be subject to additional taxes or penalties and interest.

4. Mortgage, including the terms and provisions thereof, executed by Leon H. Colthar and Lily E. Colthar, husband and wife; Harold O. McQuilliams and Joyce L. McQuilliams, husband and wife; David L. Bixler and Loyce E. Bixler, husband and wife, to The Federal Land Bank of Spokane, dated September 23, 1974, recorded September 30, 1974, Reel No. 710, Reception No. 42188, Lane County Oregon Records, to secure payment of a note for \$102,000.00

To Have and to Hold the same unto said Grantee and Grantee's heirs, successors and assigns forever.

The true and actual consideration for this transfer is \$140,000.00.

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

Leon H. Colthar & Lily E. Colthar
175 Greenacres Road, Space 44
Eugene, Oregon 97401

In construing this deed the singular includes the plural as the circumstances may require.

WITNESS Grantor's hand this 12th day of November, 1974.

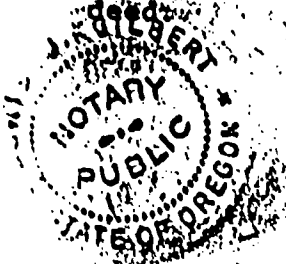
RIVIERA ENTERPRISES, INC.

By: Taylor Rousey
Its: President

By: Paul Allen
Its: Secretary

STATE OF OREGON)
) ss.
County of Lane)

On this the 12th day of November, 1974, personally appeared Taylor Rousey, who, being duly sworn, did say that he is the president of Riviera Enterprises, Inc., 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 he acknowledged said instrument to be its voluntary act and deed.



Before me: Davis J. Gilbert
Notary Public for Oregon
My Commission Expires: 2-14-77

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PARCEL 1:

The Northwest quarter of Section 30, Township 16 South, Range 3 West of the Willamette Meridian, in Lane County, Oregon;

EXCEPT: Beginning at the Northwest corner of Section 30, and running thence East 40.68 chains, more or less, to the quarter section corner on the North line of said Section 30; thence South 12.30 chains; thence West parallel with the Section line 40.36 chains, more or less, to the West line of said Section 30; and thence North 12.30 chains to the place of beginning, in Lane County, Oregon;

ALSO EXCEPT: Beginning at the center of Section 30, Township 16 South, Range 3 West of the Willamette Meridian; running thence North $0^{\circ}29'$ East, 854.65 feet; thence North $39^{\circ}33'$ West, 277.24 feet; thence North $82^{\circ}51'$ West, 413.25 feet; thence South $44^{\circ}42'$ West, 208.0 feet; thence South $38^{\circ}40'$ West, 248.7 feet; thence North $82^{\circ}35'$ West, 302.2 feet; thence South $14^{\circ}05'$ West, 261.0 feet; thence North $87^{\circ}27'$ West, 852.01 feet; thence South $3^{\circ}00'$ West, 614.79 feet; thence North $89^{\circ}40'$ East, 2127.64 feet to the point of beginning, in Lane County, Oregon;

ALSO: Beginning at the Southeast corner of the Robert Wilson Donation Land Claim No. 38, Notification No. 3262, in Township 16 South, Range 4 West of the Willamette Meridian; and running thence West 11.11 chains to a point in the present channel of the Willamette River; thence North 32° East, 15.15 chains to a point on the right bank of the present channel of the Willamette River; thence South 55° East, 3.76 chains to the East line of said Robert Wilson Donation Land Claim; thence South along the said East line 10.69 chains to the place of beginning, all in Lane County, Oregon.

PARCEL 2:

Beginning at a point which is North $89^{\circ}40'$ East, 553.76 feet from the West quarter section corner of Section 30, Township 16 South, Range 3 West, Willamette Meridian; thence North $3^{\circ}00'$ East, 614.79 feet; thence South $87^{\circ}27'$ East, 852.01 feet; thence North $14^{\circ}05'$ East, 261.0 feet; thence South $82^{\circ}35'$ East, 302.2 feet; thence North $38^{\circ}40'$ East, 248.7 feet; thence North $44^{\circ}42'$ East, 208.0 feet; thence South $82^{\circ}51'$ East, 146.75 feet; thence South $0^{\circ}29'$ West, 426.00 feet; thence North $89^{\circ}40'$ East, 455 feet to a point on the North-South center line of said Section 30, 653.65 feet North of the center thereof; thence South $0^{\circ}29'$ West, 653.65 feet; thence South $89^{\circ}40'$ West, 2127.64 feet to the true place of beginning, in Lane County, Oregon.

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Page 2 of Property for Our No. 116970

PARCEL 3:

Beginning at the center of Section 30, Township 16 South, Range 3 West of the Willamette Meridian; thence West 30 chains; thence South 40 chains; thence East to the center of the mill slough; thence up said slough to the Southwest corner of a piece of land heretofore deeded to Frank Vaughn; thence North to the Northwest corner of said Frank Vaughn land; thence East to the quarter section line; thence North to the place of beginning, in Lane County, Oregon;

ALSO: Lot 1 in Section 30, Township 16 South, Range 3 West of the Willamette Meridian, in Lane County, Oregon;

EXCEPTING that certain tract conveyed to Morris Koon by deed recorded December 31, 1940, in Book 207, page 432, Lane County Oregon Deed Records, in Lane County, Oregon;

ALSO EXCEPTING: Beginning at an iron pin at the quarter corner between Sections 30 and 31, Township 16 South, Range 3 West of the Willamette Meridian; and run North 1352.50 feet to the true point of beginning; thence run North 1238.0 feet to a point 33.0 feet South of the center of Section 30, said Township and Range; thence run South 89° 40' West, 900.0 feet; thence South 1257.64 feet; thence North 88° 25' East, 900.32 feet to the point of beginning, in Lane County, Oregon.

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State of Oregon,
County of Lane—ss.
I, D. M. Penfold, Director of the
Department of Records and Elections,
in and for the said County, do hereby
certify that the within instrument was
received for record at

1974 NOV 13 AM 10:30

Reel 716 R

Lane County OFFICIAL RECORDS.

D. M. PENFOLD, Director of the
Department of Records & Elections.

By *R. Dyer* Deputy

C 75-083-05

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