

Name David S. + Shirley P. Spence
By Central Oregon I. D.
Address P.O. Box 548
Redmond, OR 97756

4398
DESCRIPTION OF WATER RIGHT

Name of stream Deschutes River
Trib. of _____ County of Deschutes
Use irrigation
Quantity of water _____ No. of acres 0.5
Name of ditch Central Oregon Canal
Date of priority Oct 31, 1900 + Dec 2, 1907
In name of Dean Hollingshead
Deschutes River Adjudication, Vol. _____, page 53
App. No. _____ Per. No. _____ Cert. No. 29052
Certificate cancelled _____
Notation made on record by _____

Change in POU
Date filed Feb 19, 1980
Date of hearing _____
Place of hearing _____
Date of order 3-12-80 Vol. 33, page 52
Date for application of water 10-1-81
Proof mailed _____
Proof received _____
Certificate issued _____ Vol. _____, page _____

FEES PAID		
Date	Amount	Receipt No.
<u>2-19-80</u>	<u>30.00</u>	<u>16139</u>
TOTAL . . .		
	Cert. Fee	

FEES REFUNDED		
Date	Amount	Check No.

to see 12/81

REMARKS

W.R.I.S.		
Assembled	<u>2-8-85</u>	by <u>SRA</u>
Entered	_____	by _____
Verified	_____	by _____

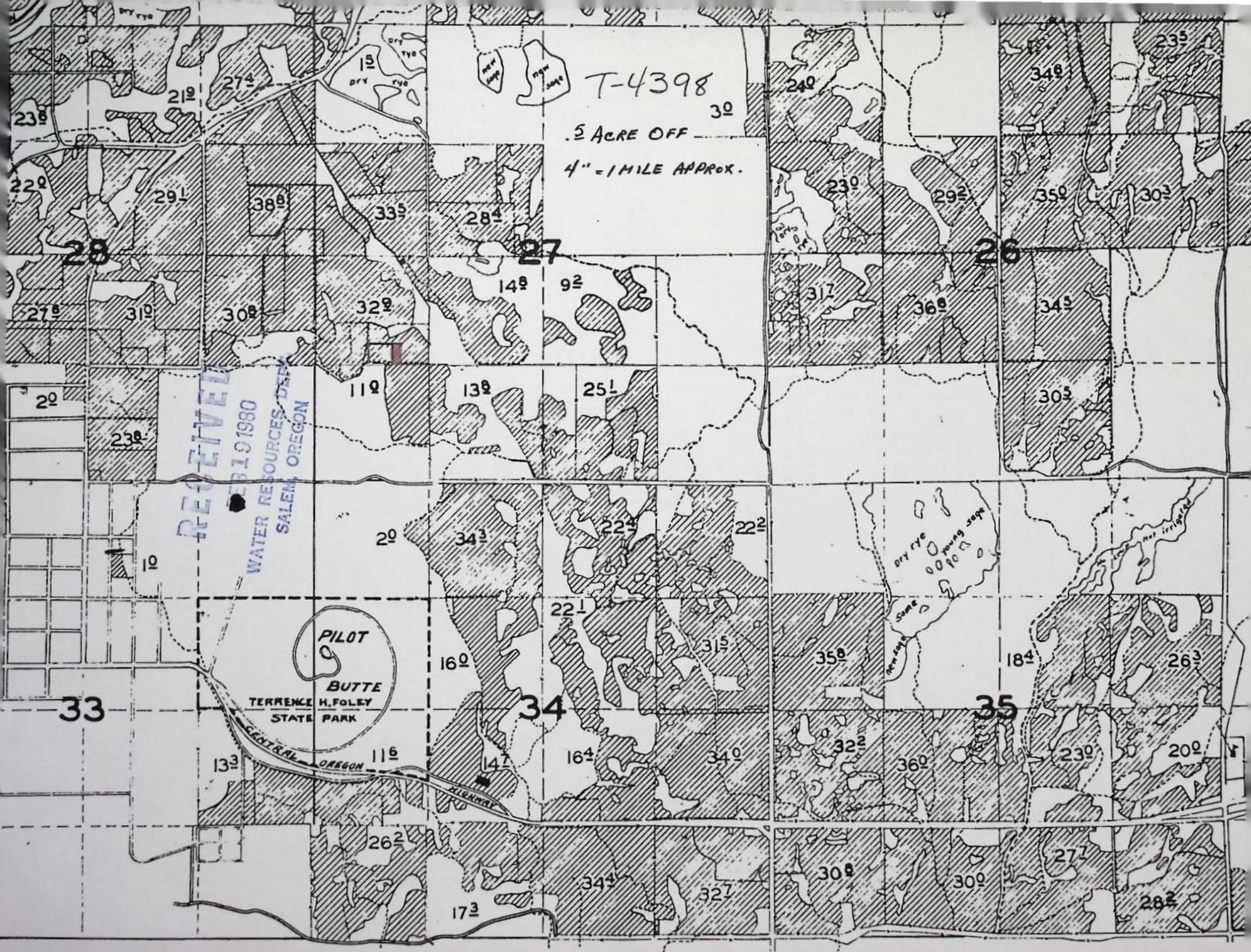
TO BE ENTERED WHERE CHECKED	INDEX CARDS:	
	Entered	Checked
<input checked="" type="checkbox"/>	Name	<u>fg</u>
<input checked="" type="checkbox"/>	Stream	<u>fg</u>
<input checked="" type="checkbox"/>	Pl. of Div.	_____
<input checked="" type="checkbox"/>	Calendar	<u>fg</u>
CHECKED TO RECORDS		
<input checked="" type="checkbox"/>	Twp. & Rge.	<u>SRA</u>
<input checked="" type="checkbox"/>	Decree-vault	<u>SRA</u>
<input checked="" type="checkbox"/>	Decree-safe	<u>SRA</u>
<input checked="" type="checkbox"/>	Cert. of W/R	<u>SRA</u>
<input type="checkbox"/>	Per. Folder	_____
<input type="checkbox"/>	Cash-index	_____
<input type="checkbox"/>	Cross Ref.	_____
<input checked="" type="checkbox"/>	Power Claim	_____
<input type="checkbox"/>	Abstracts	<u>fg</u>

T-4398

5 ACRE OFF
4" = 1 MILE APPROX.

RECEIVED
FEB 19 1980
WATER RESOURCES DIV
SALEM, OREGON

PILOT
BUTTE
TERRENCE H. FOLEY
STATE PARK



BEFORE THE WATER RESOURCES DIRECTOR OF OREGON
DESCHUTES COUNTY

IN THE MATTER OF THE APPLICATION OF)
DAVID S. & SHIRLEY P. SPENCE (CENTRAL)
OREGON IRRIGATION DISTRICT) FOR APPROVAL)
OF A CHANGE IN PLACE OF USE OF WATER)

ORDER APPROVING
TRANSFER NO. 4398

On February 19, 1980, an application was filed in the office of the Water Resources Director by David S. & Shirley P. Spence for approval of a change in place of use of water from Deschutes River, pursuant to the provisions of ORS 540.510 to 540.530.

By Decree of the Circuit Court for Deschutes County, Oregon, entered September 30, 1958, in the Matter of the Determination of the Relative Rights to the Use of the Waters of Deschutes River and its Tributaries, a water right was allowed in the name of Central Oregon Irrigation District for the use of the waters of Deschutes River for irrigation of, among other lands, a certain 0.5 acre in NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 27, Township 17 South, Range 12 East, W.M., being tabulated in the name of Dean Hollingshead at Volume 16, Page 53, with dates of priority of October 31, 1900 and December 2, 1907, as evidenced by certificate recorded at Page 29052, Volume 21, State Record of Water Right Certificates. These lands also have a supplemental right under permit No. 23256 to the use of water stored in Crane Prairie Reservoir with a date of priority of February 28, 1913. These lands are irrigated by means of the Central Oregon Canal.

The applicants herein, buyers of the lands above described, propose to transfer the water right therefrom, without loss of priority, to a certain 0.5 acre in Lot 12, Block 3, Merrill-Wilkinson Acre Tracts, within the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 3, Township 18 South, Range 12 East, W.M.

The lands involved herein are within the boundaries of the Central Oregon Irrigation District and the Board of Directors of said District approved the proposed change in place of use of water at a regular meeting held February 12, 1980.

Mr. Robert F. Main, Jr., Watermaster, has filed a statement to the effect that the proposed change in place of use may be made without injury to existing rights.

No objections having been filed and it appearing that the proposed change

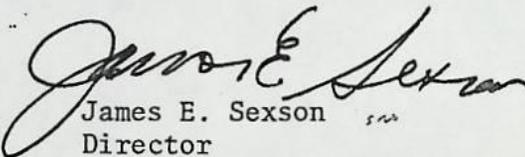
in place of use of water may be made without injury to existing rights, the application should be approved.

NOW, THEREFORE, it hereby is ORDERED that the requested change in place of use, as described herein, without loss of priority, is approved.

It is FURTHER ORDERED that said water so transferred shall be applied to beneficial use on or before October 1, 1981.

It is FURTHER ORDERED that upon receipt of proof satisfactory to the Water Resources Director of complete application of water to beneficial use on the lands to which the water is transferred hereby, a certificate of water right shall be issued to Central Oregon Irrigation District confirming this and prior changes within the District.

Dated at Salem, Oregon, this 12th day of March, 1980.


James E. Sexson
Director

*** OREGON WATER RESOURCES DEPARTMENT ***
*** WATER RIGHTS DIVISION ***
*** WATER RIGHT DATA INPUT FORM ***

WATER RIGHT NO. T000043981 PERMIT NO. 016053 CERTIF. NO. 029052
ORIG. NO. C000290521 PREV. NO. C000290521 SUPER. NO.

NAME: DAVID & SHIRLEY SPENCE
ADDRESS: COID PO BOX548
CITY/STATE/ZIP/COUNTY: REDMOND, OR 97756

-07-
09

STREAM-ID 05 1980

RIV.MI. 0.0 WM.DIST. 11 W.R.TYPE SC STATUS V

CANCEL YEAR----> CONSTR.COMPLT--> 10 01 1981 YR.LAST USED-----> NEXT ACTION DUE-->
PRIORITY-----> 10 31 1900 PUT TO USE-----> 10 01 1981 LAST TRANS.DATE--> LAST TRANS.TYPE-->
APPLICATION----> 02 19 1980 SURVEYED-----> EXAM.FEE-----> 20.00 RECORDING FEE-----> 10.00
PERMIT ISSUE--> 03 12 1980 CONCURRENCE-----> CYCLE STATUS-----> REPORTED FLAG----->
CONSTR.STRT.--> 03 12 1980 CERTIFIED-----> CORRES.INIT.-----> CORRES.DATE----->

POINT-OF-DIVERSION DATA:
TWNSP RNGE SECT QTR/QTR STREAM-ID

TWNSP	RNGE	SECT	QTR/QTR	STREAM-ID	RIV.MI.	RATE	STATUS	S	OR	P
170S	120E	29	A D	05 1980	164.0		V			P
180S	120E	13	A C	05 1980	171.0		V			P
					0.0					

** REMARKS; - - - - -
** DATED-->
** PRIORITY ALSO 12-2-1907 CHANGES POLL
** PART OF C-29052 PILOT BUTTE CENTRAL
** OREGON CANAL TAB IN NAME OF DEAN
** HOLLINGS HEAD.
**
**
**

PLACE-OF-USE DATA:
TWNSP RNGE SECT QTR/QTR CNTY USE % CNSMTV ACRES STATUS S OR P

TWNSP	RNGE	SECT	QTR/QTR	CNTY	USE %	CNSMTV	ACRES	STATUS	S	OR	P
180S	120E	03	A B	09	IR	100.00	0.50	V			P

W.R.I.S.

Approved: 2-8-85 by: SJK

Entered: _____ by _____

Verified: _____ by _____

T-4398
RECEIVED
FEB 10 1980
WATER RESOURCES DEPT
SALMON, OREGON

Application for Transfer of Water Right

To the WATER RESOURCES DIRECTOR OF OREGON:

I, David S. Spence and Shirley P. Spence
(Name of applicant)

of 906 E. Greenwood (Mailing address), Bend (City)

State of Oregon (Zip Code) 97701 (Phone number) , do hereby make application for change

in place of use
(In point of diversion; place of use; use heretofore made of the water)

1. Is the water right recorded in your name? No. Dean Hollingshead, Page 53
(If not, give name)

2. Was your water right determined by Decree of Court? Yes If so, give title of proceedings
(Yes or No)
adjudication of the Deschutes River number of certificate 29052

3. Was your water right acquired by Water Right Permit? No If so, give number
(Yes or No)
of permit Number of certificate

NOTE: If the entire right of record is not directly involved in the requested change, only that part of the right that is directly involved should be considered in answering the balance of the questions on this form.

4. The source of water is Deschutes River, Central Oregon Canal

5. What is the date of priority of your water right? Oct. 31, 1900 and Dec. 2, 1907

6. The authorized point of diversion is located ft. and ft. from the
(N. or S.) (E. or W.)
corner of being within the 1/4 1/4 of Section Tp. R. W. M.,
(No. N. or S.) (No. E. or W.)
in the county of Deschutes The name of the ditch used is

NOTE: Answer question if the application is for change in point of diversion.

7. The proposed point of diversion is located ft. and ft. from the
(N. or S.) (E. or W.)
corner of being within the 1/4 1/4 of Section Tp. R. W. M.,
(No. N. or S.) (No. E. or W.)
in the county of The name of the ditch to be used is

8. The use to which the water is applied is irrigation
(Irrigation, Mining, Power, Manufacturing, etc.)

Location of area irrigated, or place of use if other than irrigation:

Township North or South	Range E. or W. of Willamette Meridian	Section	List ¼-¼ of Section	Number Acres To Be Irrigated
17	12	27	NW¼ SW¼	.5

(If more space required, attach separate sheet)

9. Are you the legal owner of the above described lands? No. Mortgagor
(If not owner, explain your interest)

10. To your knowledge, has any portion of the water right above described undergone a period of five or more consecutive years of nonuse? No
(Yes or No)

NOTE: Answer questions 11, 12 and 13 if application is for change in use or place of use.

11. Are the lands from which you propose to transfer your water right free of all encumbrances, including taxes, mortgages, liens, etc.? No
(Answer Yes or No)

12. If not, give below a description of existing encumbrances:

NATURE OF ENCUMBRANCE	HELD BY	AMOUNT
Mortgage	Equitable Savings	Ltr. of consent att.

13. The use to which the water is to be applied is irrigation
(Irrigation, power, mining, manufacturing, domestic supplies, etc.)

Location of area to be irrigated, or place of use if other than irrigation:

Township North or South	Range E. or W. of Willamette Meridian	Section	List ¼-¼ of Section	Number Acres To Be Irrigated
18	12	3	NW¼ NE¼ -Lot 12-Blk 3 Merrill-Wilkinson Acre Tr.	.5

(If more space required, attach separate sheet)

14. Reasons for the proposed changes are more beneficial use

15. Construction work will be completed on or before

16. The water will be completely applied to the proposed use on or before Oct. 31, 1981

Remarks Water rights being transferred to lands owned by Edward P. Geraghty

Approved by the Board of Directors of Central Oregon Irrigation at a regular
meeting held February 12, 1980

NOTE: THIS APPLICATION MUST BE ACCOMPANIED BY A MAP OR MAPS SHOWING THE BEFORE AND AFTER LOCATIONS OF THE POINT OF DIVERSION AND/OR PLACE OF USE, AS THE CASE MAY BE.

AFFIDAVIT OF APPLICANT

I, David S. Spence and Shirley P. Spence, the applicant herein, being first duly sworn, depose and say that I have read the above and foregoing application for transfer of water right; that I know the contents thereof and that the statements therein made are true and correct to the best of my knowledge and belief.

In Witness Whereof, I have hereunto set my hand this 23rd day of November, 19 79

David S. Spence
(Name of applicant)

Subscribed and sworn to before me this 23rd day of November, 19 79

[Notarial Seal]

Robert G. Anderson
NOTARY PUBLIC FOR OREGON

My commission expires Nov. 19, 1983



TO: TRANSFERS, WATER RIGHTS DIVISION

DATE: Feb 25, 1980.

FROM: ** Bob Main, Watermaster

RECEIVED

SUBJECT: WATER RIGHT TRANSFER APPLICATION NO. 4398
IN THE NAME OF David + Shirley Pence

FEB 27 1980
WATER RESOURCES DEPT.
SALEM, OREGON

In my opinion the proposed change in Pou from Deschutes River
MAY BE MADE WITHOUT INJURY WOULD RESULT IN INJURY* to an existing water right.

Headgate notices HAVE HAVE NOT been issued for diversion from the sources which serves this right.

If for change in point of diversion, is there any intervening point of diversion between the authorized and the proposed points of diversion? _____
(yes or no)

In my opinion, the order approving the subject transfer application should include the following in regard to the appropriator installing suitable measuring devices in the diversion works:

- ____ (1) PRIOR to the diverting of water at the new point of diversion . . .
- X (2) When in the judgment of the watermaster it becomes necessary . . .

* The approval of this transfer application would result in injury to other water rights because _____

** Quinn Clark
Watermaster's signature or initials

Name and Postoffice Address of Appropriator	Date of Relative Priority	Amount Cubic Feet Per Second	Number Acres	Use	Name of Ditch	Stream	Description of Land or Place of Use
Central Oregon Irrigation District - Continued: H. P. Crosswhite			26.0				6.0 acres in the SW $\frac{1}{4}$ SW $\frac{1}{4}$, 14.0 acres in the SE $\frac{1}{4}$ SW $\frac{1}{4}$, 6.0 acres in that part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ described as: The west 22 rods of said SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 27, T. 17 S., R. 12 E., W.M.
C. E. Triplett			19.0				19.0 acres in that part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$, Section 27, T. 17 S., R. 12 E., W.M., described as: The east 58 rods of said SW $\frac{1}{4}$ SE $\frac{1}{4}$
George Huettl			32.0				3.0 acres in the NW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 27, 29.0 acres in the NE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 28, T. 17 S., R. 12 E., W.M.
Dean Hollingshead			138.0				34.5 acres in the SW $\frac{1}{4}$ NW $\frac{1}{4}$, 33.0 acres in the NW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 27, 39.0 acres in the SE $\frac{1}{4}$ NE $\frac{1}{4}$, 31.5 acres in the NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 28, T. 17 S., R. 12 E., W.M.
Horace Richards Medford, Ore. Val. No. 8393 Chy. pt. 7 Trs. Sp. Or. V. 14 p. 24			26.5				21.0 acres in that part of the SW $\frac{1}{4}$ NE $\frac{1}{4}$ described as: All that part of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ located east of Butler Market Road as now established over and across said SW $\frac{1}{4}$ NE $\frac{1}{4}$, 5.5 acres in that part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ described and appurtenant as follows: Lot 9, Block 2, Ellis Subdivision 2.4 acres Lot 11, Block 1, Ellis Subdivision 0.6 acre Lot 13, Block 1, Ellis Subdivision 0.2 acre Lot 14, Block 1, Ellis Subdivision 0.7 acre Lot 15, Block 1, Ellis Subdivision 0.6 acre Lot 16, Block 1, Ellis Subdivision 0.8 acre
Ernest Obernalte T# 2425			11.0				11.0 acres in that part of the SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 28, T. 17 S., R. 12 E., W.M., described as follows: That part of said SW $\frac{1}{4}$ NE $\frac{1}{4}$ located west of Butler Market Road as now established over and across said SW $\frac{1}{4}$ NE $\frac{1}{4}$.
Fred Wolf			6.4				6.4 acres in that part of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 28, T. 17 S., R. 12 E., W.M., described as follows: Beginning at a point on the south line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$ 504.9 ft. N. 33° 57' W. from the SE corner of said SE $\frac{1}{4}$ NW $\frac{1}{4}$, thence north 1146.0 ft. to the southeasterly r/w of the County Road, thence S. 73° 01' W. 188.0 ft., thence S. 54° 20' W. 64.0 ft., thence S. 48° 00' W. 197.0 ft., thence S. 27° 20' W. 276.0 ft., thence S. 20° 03' W. 422.0 ft., thence S. 25° 17' W. 203.0 ft., thence S. 34° 21' E. approximately 100.0 ft. to a point on the south line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$, thence easterly along said south line to the point of beginning.

T-4398

HE MORTGAGORS, DAVID S. SPENCE and SHIRLEY PATRICIA SPENCE, husband and wife

1-119 (REV. 7-63)

Mortgage to EQUITABLE SAVINGS AND LOAN ASSOCIATION, an Oregon corporation, mortgagee, the following described real estate:

A portion of the Northwest Quarter of the Southwest Quarter of Section Twenty-seven, Township Seventeen South, Range Twelve East of the Willamette Meridian, more particularly described as follows: Beginning at a point on the South boundary of the Northwest Quarter of the Southwest Quarter of Section Twenty-Seven, Township Seventeen South, Range Twelve East of the Willamette Meridian, said point being located 144.20 feet, more or less, from the Southeast corner of the said Northwest Quarter of the Southwest Quarter; thence Northerly at right angles to the South boundary of said Northwest Quarter of the Southwest Quarter a distance of 256.50 feet; thence Westerly parallel to the South boundary of the Northwest Quarter of the Southwest Quarter a distance of 352.20 feet; thence Southerly on a line which is at right angles to the said South boundary of the Northwest Quarter of the Southwest Quarter a distance of 256.50 feet to a point on the aforesaid South boundary; thence Easterly along said South boundary a distance of 352.20 feet to the point of beginning, Deschutes County, Oregon.

RECEIVED

FEB 19 1980

WATER RESOURCES DEPT
SALEM, OREGON

with the appurtenances, tenements, hereditaments, easements, rents, issues, profits, water rights and other rights or privileges now or hereafter belonging to or used in connection with the above described premises and including but not limited to all plumbing, lighting, heating, cooling, ventilating, cleaning and elevating, gas and electric equipment, water systems and equipment for domestic use or irrigation purposes, window shades, shutters, awnings, window screens, screen doors, mantels, boilers, air conditioning units, oil burners, tanks, shrubbery and trees, now or hereafter attached to, located on or used in connection with said premises, and whether the same be attached to said premises by means of screws, bolts, pipe connections, machinery or in any other manner, together with all interest therein that the mortgagors may hereafter acquire, to secure the payment of \$ 25,600.00, and such additional sums as are evidenced by a certain promissory note of even date herewith signed by the mortgagors and payable at the office of the mortgagee at Portland, Oregon, and interest thereon, in equal monthly payments commencing with June 7, 1978; and the due date of the last such monthly payment shall be the date of maturity of this mortgage; and this mortgage shall secure any and all additional future advances that may hereafter be made.

In addition to the monthly payments of principal and interest payable under the terms of the note secured hereby, the mortgagors will each month pay to the mortgagee until the said note is fully paid a sum equal to the taxes and assessments next due on the mortgaged property (all as estimated by the mortgagee) divided by the number of months to elapse before one month prior to the date when such taxes and assessments will become delinquent, such sums to be held by the mortgagee in trust to pay said taxes and assessments.

The mortgagors covenant that they are the owners in fee simple of said real estate and entitled to possession thereof; that they have the right to mortgage the same; that it is free from encumbrances; that they will keep the same free from all encumbrances, including those of record, whether legal or otherwise; that they will warrant and defend the same forever against all claims and demands whatsoever; that they will pay said note according to the terms thereof; that they will pay all real property taxes and assessments levied or assessed against the premises at least ten days before the due date thereof, or of any installment thereof; that they will not use said property for any unlawful purpose; that they will complete all buildings in course of construction or to be constructed thereon within six (6) months from the date hereof; that they will keep all buildings in good repair and continuously insured against fire and other hazards to the satisfaction of the mortgagee and in a sum not less than \$ 25,600.00, all policies of insurance with premiums paid and with mortgage clause in favor of the mortgagee attached to be delivered to the mortgagee and to be in companies satisfactory to it and in accordance with the loan application which is hereby referred to, mortgagee, at its option, to apply any insurance proceeds to the indebtedness hereby secured or to rebuilding or restoring the premises; that they will pay all premiums upon any life insurance policy which may be held by the mortgagee as additional security for the debt herein referred to. Should the mortgagors fail to keep any of the foregoing covenants, then the mortgagee may at its option carry out the same and all its expenditures therefor shall draw interest until repaid at the rate of eight (8) per cent per annum, be repayable by the mortgagors on demand and shall be secured by this mortgage, and the mortgagee may at its option sue to collect all or any part of the aforementioned expenditures without foreclosing its mortgage and without affecting its right to foreclose its mortgage at any future time; in any such suit mortgagors agree to pay all costs and a reasonable attorney's fee. Mortgagee shall be the sole judge of the validity of any encumbrances, taxes or assessments against the property. In the event of sale of the above described real property or any part thereof, the mortgagee may without notice to the mortgagors deal with such successor in interest with reference to this mortgage and the note hereby secured, either by forbearance on the part of the mortgagee or extension of the time of the payment of said note or any sum secured by this mortgage without in any way releasing or discharging or in anywise affecting the mortgagors' liability hereunder or for the debt hereby secured. In the event of the sale of the above described mortgaged premises or any part thereof, or alteration, repair, remodeling, addition or removal of any building or buildings now or hereafter upon said premises without first obtaining the written consent of the mortgagee, the balance of unpaid principal with accrued interest, and all other indebtedness hereby secured, shall, at the mortgagee's election, become immediately due, without notice. Mortgagee may impose a reasonable service charge for revising its records to reflect any change of ownership.

The mortgagors consent to a personal deficiency judgment for any part of the debt hereby secured which shall not be paid by the sale of the said property, and in case of foreclosure, expressly waive any claim of homestead and all rights to possession of the premises during the period allowed by law for redemption.

The mortgagors hereby expressly assign to the mortgagee all rents and revenues from said real property or any improvements thereon and hereby assign any leases in effect or hereinafter in effect upon said premises or any part thereof,

and in the event of default in any of the provisions of this mortgage and while said default continues, hereby authorize and empower the mortgagee, its agents or attorneys, at its election, without notice to the mortgagors, as agent for the owner, to take and maintain full control of said property and improvements thereon; to oust tenants for non-payment of rent; to lease all or any portion thereof, in the name of the owner, on such terms as it may deem best; to make alterations or repairs it may deem advisable and deduct the cost thereof from the rents; to receive all rents and income therefrom and issue receipts therefor; and out of the amount or amounts so received to pay the necessary operating expenses and retain or pay the customary charges for the managing said property; to pay the mortgage any amount due upon the debt secured by this mortgage; to pay taxes, assessments and premiums on insurance policies, or renewals thereof, on said property, or amounts necessary to carry out any covenant in this mortgage contained; the mortgagee to determine which items are to be met first; but to pay any surplus so collected to the owner of said property; and those exercising this authority shall be liable to the owner only for the amount collected hereunder and the accounting thereof and as to all other persons those exercising this authority are acting only as agent of the owner in the protection of the mortgagee's interests. In no event is the right to such management and collection of such rents to affect or restrict the right of the mortgagee to foreclose this mortgage in case of default.

Time is material and of the essence hereof, and if default be made in the payment of the debt hereby secured or any installment thereof, or interest, or in the performance of any other covenant herein contained, or if a proceeding under any bankruptcy, receivership or insolvency law be instituted by or against any of the mortgagors, or if any of the mortgagors make an assignment for the benefit of creditors, then in such of any of said cases, the balance of unpaid principal with accrued interest, and all other indebtedness hereby secured, shall, at the mortgagee's election, become immediately due, without notice, and this mortgage may be foreclosed, and in addition mortgagee may apply such sums or any part thereof held by it in trust to pay taxes or assessments to reduce the indebtedness secured. Mortgagee's failure to exercise, or waiver of, any right or option or its waiver of any default shall not be deemed a waiver of any future right, option or default.

In any suit to foreclose this mortgage or in any similar proceeding in which the mortgagee is obliged to defend or protect the lien hereof, or in which the mortgagee is a party, and the above described real property or any part thereof is the subject matter thereof, including suits to quiet title or for condemnation or partition of the whole or part of said property, or any interest therein, the mortgagors agree to pay to mortgagee all costs and a reasonable sum as attorney's fees, which said fees shall be due and payable when suit is begun, and further agree to pay such reasonable costs of searching records and abstracting the same as may necessarily be incurred in foreclosing this mortgage or defending the same, or participating in any suit or proceeding above referred to, which sums shall be secured hereby and included in any decree of foreclosure. In the absence of any such suit or proceeding, and in case of default, mortgagors agree to pay such necessary expenses, including reasonable attorney's fees, incurred by mortgagee in making collection of delinquent payments or curing any other default.

Mortgagors further agree that a receiver may be appointed in any suit or proceeding to foreclose this mortgage without notice to mortgagors and without regard to the adequacy of the security for the indebtedness or the solvency of the mortgagors or the presence of waste or danger of loss or destruction of the property, to possess, manage and control the real property above described and all buildings thereon and to collect the rents, issues and profits thereof.

The mortgagors agree to furnish and leave with the said mortgagee during the existence of this mortgage and all renewals hereof, complete title evidence, which shall become the property of the purchaser at any foreclosure sale, and further agree that said mortgagee shall be subrogated to the lien, though released or record, of any prior encumbrances on the said premises paid out of the proceeds of this loan.

All of the covenants or agreements herein shall be binding upon all successors in interest of each of the mortgagors, and shall inure to the benefit of all successors in interest of the mortgagee. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

Given this 21st day of April, A.D. 1965

STATE OF OREGON
 County of Deschutes } ss.

On the _____ day of April, 1965, before me, a Notary Public in and for said county and state, personally appeared the within named David B. Spence and Shirley Patricia Spence, husband and wife who are known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

[SEAL] Notary Public for Oregon
 My Commission Expires _____

MORTGAGE

Mortgagor David B. Spence, et al
 Mortgagee EQUITABLE SAVINGS & LOAN ASSOCIATION

STATE OF _____ } ss.
 County of _____

Filed for record at request of mortgagee on _____ at _____ minutes past _____ o'clock _____ M. and recorded in Vol. _____ of Mortgages, page _____ Records of said county.

By _____ County Recorder.
 _____ Deputy.

After recording please mail to
Equitable SAVINGS AND LOAN ASSOCIATION
 PORTLAND, OREGON

T-4398

RECEIVED
FEB 19 1980
WATER RESOURCES DEPT
SALEM, OREGON

I, the undersigned, as owner of the described property in application ~~file no.~~ do swear that the 1/2 acres with water rights were fully irrigated within the four (4) years immediately preceding the date that the application was filed with the Central Oregon Irrigation District.

Signed David S. Spence
Dated 2/1/80

STATE OF OREGON, }
County of DESCHUTES } ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 1ST day of FEBRUARY, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named DAVID S. SPENCE, M.D.

known to me to be the identical individual..... described in and who executed the within instrument and acknowledged to me that HE..... executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Robert G. Anderson
Notary Public for Oregon.
My Commission expires Nov. 19, 1980

AVION WATER COMPANY

60813 PARRELL ROAD
BEND, OREGON 97701

TELEPHONE (503) 382-5342

October 2, 1979

T-4398

RECEIVED
FEB 19 1980
WATER RESOURCES DEPT.
SALEM, OREGON

Central Oregon Irrigation District
847 South Sixth Street
Redmond, Oregon 97756

Attention: Bob Anderson

Dear Mr. Anderson:

This letter is to inform you that Avion Water Company would be willing and able to deliver irrigation water to Lot 12 Blk 3 in Merrill-Wilkinson area for Mr. Ed Geraghty providing the water rights he intends to purchase can be transferred to that property and approved by C.O.I.D.

AVION WATER COMPANY, INC.

C. Williamson
C. Williamson
Secretary-Treasurer

CW:tc

T-4398

**Equitable
Savings
is people.**

HOME OFFICE
1300 S.W. SIXTH AVE.
P.O. BOX 72, 97207
PORTLAND, OR 97201
(503) 243-1611

September 28, 1979

RECEIVED

FEB 19 1980

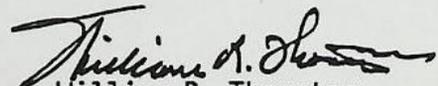
WATER RESOURCES DEPT
SALEM, OREGON

Dr. David S. Spence, MD
Shirley P. Spence
906 E. Greenwood
Bend, Oregon 97701

Dear Dr. and Mrs. Spence:

In reply to your letter of September 17, we hereby give our consent for you to sell the 1.5 acres of COI irrigation water covering the property of your loan with us.

Very truly yours,


William R. Thornton
Vice President

WRT:354

cc: Jerry Iverson, Bend Branch

NW1/4 NE1/4 SEC. 3 T18S. R12E.W.M.
DESCHUTES COUNTY

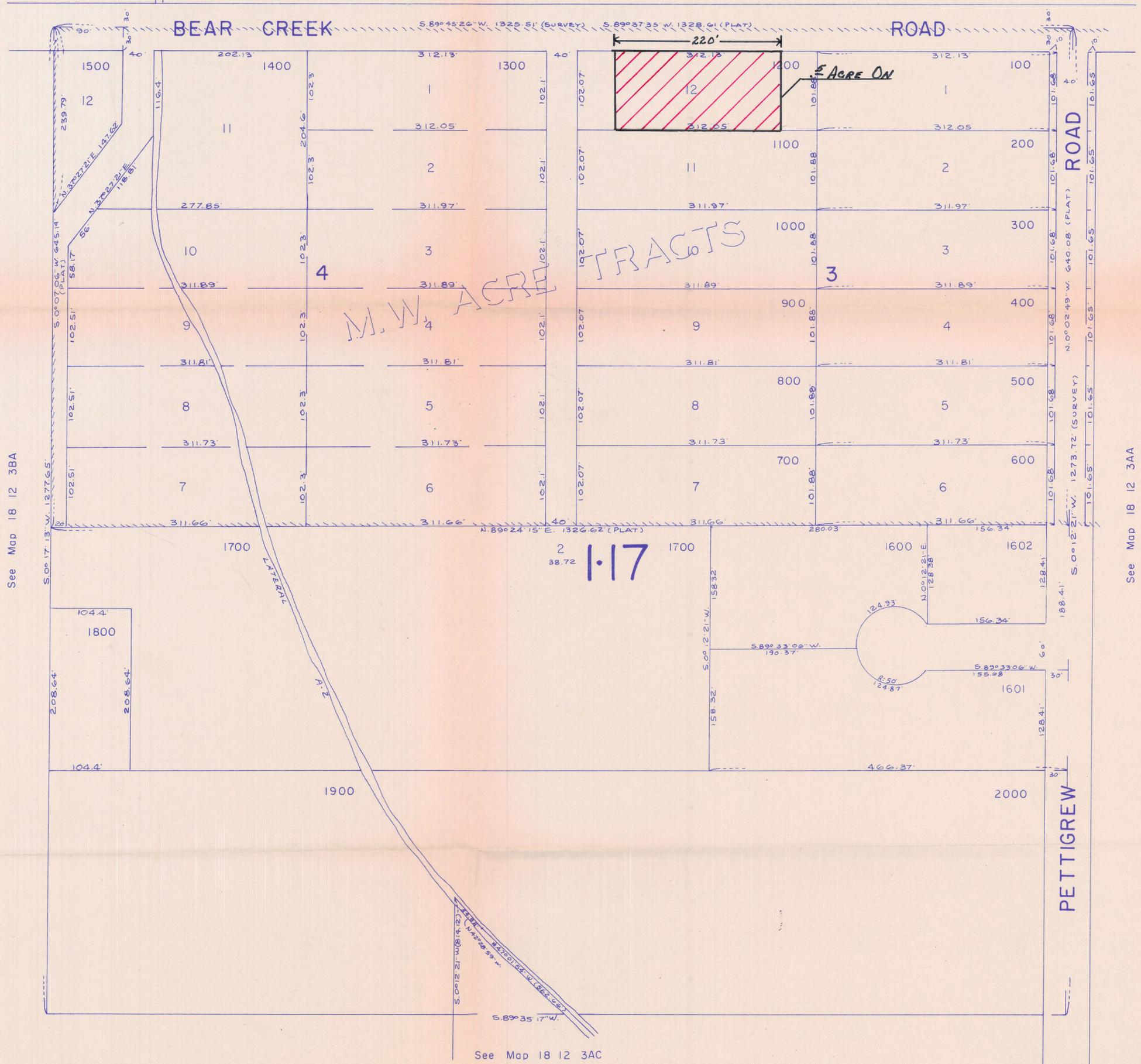
18 12 3AB

1" = 100'

RECEIVED
FEB 19 1980
WATER RESOURCES DEPT
SALEM, OREGON

See Map 17 12 34

T-4398



See Map 18 12 3BA

See Map 18 12 3AA

See Map 18 12 3AC

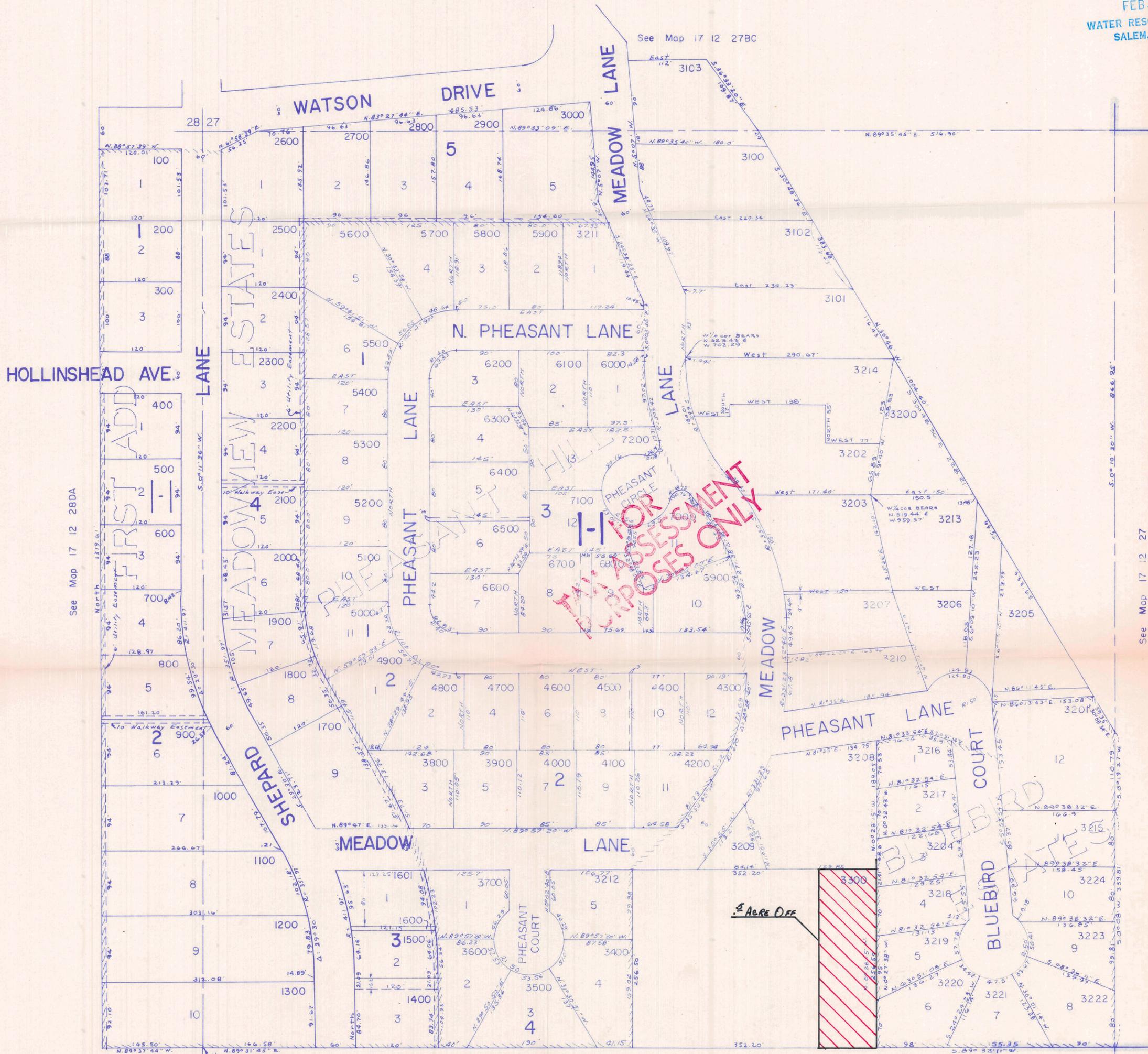
18 12 3AB

NW1/4 SW1/4 SEC. 27 T.17S. R.12E.W.M.
DESCHUTES COUNTY

17 12 27CB

1" = 100'

RECEIVED
FEB 19 1980
WATER RESOURCES DEPT
SALEM, OREGON



See Map 17 12 27BC

See Map 17 12 28DA

See Map 17 12 27

See Map 17 12 27CC

T-4398

17 12 27CB