

ASSIGNED

Name Chester L. & Patricia L. Singleton

By

Address P.O. Box 1233

Brookings, OR 97415

Date filed February 5, 1980

Priority FEBRUARY 5, 1980

Action suspended until See

Return to applicant

Date of approval NOV 26 1980

CONSTRUCTION

Date for beginning NOV 26 1981

Date for completion OCT 1 1982

Extended to

Date for application of water OCT 1 1983

Extended to

PROSECUTION OF WORK

Form "A" filed December 1, 1981

Form "B" filed October 4, 1982

Form "C" filed October 3, 1983

FINAL PROOF

Blank mailed

Proof received

Date certificate issued

Application No. 59756

Permit No. 45225

Certificate No.

Stream Index, Page No. 15-29

FEES PAID

Date Amount Receipt No.

2-5-80 45.00 15943

assignment 3-18-96 13⁵⁰ 000589

Cert. Fee

FEES REFUNDED

Date Amount Check No.

ASSIGNMENTS

Date	To Whom	Address	Volume	Page
5-30-96	ph. 469-2059 Lonny + Suzette Draheim	Box 1892 18266 Carpenterville Rd. Brookings 97415	By deed	

REMARKS

CARD FOR C SEP 26 1983

Form C (690-9-77)

IMPORTANT—This form is a notice to the Water Resources Director that permittee is ready to make final proof to the extent to which the water has actually been applied to the intended use under the terms of the permit. Permittee is cautioned that Certificate of Water Right will be issued based on the extent of the quantity and use as determined by the final proof inspection and survey which will be made in response to the filing of this Form C.

NOTE: In the case of an irrigation permit, this Form C should not be mailed to the Water Resources Department until all of the land described in the permit, which it is intended to irrigate under this permit at any time, has actually been irrigated.

Fill out, detach and mail to the Water Resources Department, Salem, OR 97310, when all of the water has been applied.

Application No. 59756

NOTICE OF COMPLETE APPLICATION OF WATER TO A BENEFICIAL USE

I, Patricia R. & Charles L. Singleton Jr., the holder of Permit No. 45225 to appropriate the public waters of the state of Oregon, completely applied the waters to a beneficial use in accordance with the terms of said permit, on the 15 day of June, 1983.

Remarks:

IN WITNESS WHEREOF, I have hereunto set my hand this 28 day of September, 1983.

Patricia R. Singleton
(Signature of Applicant)

P.O. Box 1233 Brookings, Or 97415
(Address)

Form B (690-9-77)

Application No. 59756

NOTICE OF COMPLETION OF CONSTRUCTION

I, Patricia R. & Charles L. Singleton, the holder of Permit No. 45225 to appropriate the public waters of the state of Oregon, completed the construction of the works described therein on the 21 day of September, 1982.

Remarks: works as described

If the works have less capacity than described in the permit, or you have definitely abandoned part of the proposed development, you should so state in order that our records may not be unnecessarily encumbered.

IN WITNESS WHEREOF, I have hereunto set my hand this 27 day of September, 1982.

Patricia R. Singleton
(Signature of Applicant)

P.O. Box 1233 Brookings, Or 97415
(Address)

Fill out, detach and mail to the Water Resources Department, Salem, OR 97310, when construction work is completed.

Form A (690-9-77)

Application No. 59756

NOTICE OF BEGINNING OF CONSTRUCTION

I, Charles L. & Patricia R. Singleton, the holder of Permit No. 45225 to appropriate the public waters of the state of Oregon, began the actual construction of the works described therein on the 15th day of August, 1982.

Remarks: Setting drain lines and 3/4 HP Meyer's pump in P.O. #1233. The appropriator must state the manner of beginning of construction, the amount of work completed and the type of equipment acquired for the water system up to the date of this statement, and any additional information which shows a substantial beginning of construction as authorized by your permit.

IN WITNESS WHEREOF, I have hereunto set my hand this 15 day of August, 1982.

Patricia R. Singleton
(Signature of Applicant)

P.O. Box 1233 Brookings, Or 97415
(Address)

Fill out, detach and mail to the Water Resources Department, Salem, OR 97310, when construction work is begun.

SP*35567-690

June 3, 1996

WATER
RESOURCES
DEPARTMENT

LONNY & SUZETTE DRAHEIM
BOX 1892
BROOKINGS OR 97415

REFERENCE: File 59756

The assignment by deed to you of Permit 45225 has been filed in the records of the Water Resources Department. Our records have been changed accordingly.

Receipt number 000589 covering the \$13.50 recording fee is enclosed.

Sincerely,

DALLAS S. MILLER
Water Rights Specialist

DSM:jh

enclosure

cc: John Drolet, Watermaster
Susan James, Field Office
Chester Singleton



Commerce Building
158 12th Street NE
Salem, OR 97310-0210
(503) 378-3739
FAX (503) 378-8130

WARRANTY DEED (INDIVIDUAL)

PATRICIA L. SINGLETON, an estate in fee simple, hereinafter called grantor, convey(s) to
LONNY R. DRAHEIM and SUZETTE K. DRAHEIM, husband and wife
all that real property situated in the County
of Curry, State of Oregon, described as:

RECEIVED

REAL PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED
HERETO AND BY REFERENCE MADE A PART HEREOF

MAY 30 1996

WATER RESOURCES DEPT.
SALEM, OREGON

and covenant(s) that grantor is the owner of the above described property free of all encumbrances except _____
as shown on EXHIBIT "A" attached hereto

and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$ 300,000.00.*

**

Dated this 13 day of October, 1993.

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 AC-
CEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE
TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR
COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Patricia L. Singleton
Patricia L. Singleton

STATE OF OREGON, County of Curry) ss.

October 13th, 1993 personally appeared the above named
Patricia L. Singleton and acknowledged the foregoing
instrument to be her voluntary act and deed.



Before me:

Elaine Pommarone

Notary Public for Oregon

My commission expires: 11-25-93

The dollar amount should include cash plus all encumbrances existing against the property to which the
property remains subject or which the purchaser agrees to pay or assume.

** ~~if consideration includes other property or value, add the following: "However, the actual consideration
consists of or includes other property or value given or promised which is part of the whole
consideration." (Indicate which)~~

WARRANTY DEED (INDIVIDUAL)

Patricia L. Singleton

TO

Lonny R. Draheim
Suzette K. Draheim

After Recording Return to:
Curry County Title
P. O. Box 672
Gold Beach, OR 97444
Send tax statements to:
Draheim
P. O. Box 1892
Brookings, OR 97415
Form 5901-2

STATE OF OREGON,)

) ss.
County of _____)

I certify that the within instrument was received for record
on the _____ day of _____, 19____,
at _____ o'clock _____ M. and recorded in book _____
on page _____ Records of Deeds of said County.

Witness my hand and seal of County affixed.

Title
By _____ Deputy

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MAY 30 1996

CURRY COUNTY TITLE
Title Number: 60423
Page 5

WATER RESOURCES DEPT.
SALEM, OREGON

Exhibit "A"

The Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-four (24), Township Forty (40) South, Range Fourteen (14) West, Willamette Meridian, and that portion of Government Lot 4, Section Nineteen (19), Township Forty (40) South, Range Thirteen (13) West, Willamette Meridian, lying West of the Old U.S. Highway 101, Curry County, Oregon.

Except that parcel conveyed to Donald Coleman Martin in Book of Records Volume 55, Page 695 and except that parcel conveyed to Diane G. Schlegel in BR: 98 Page 879.

TOGETHER WITH a parcel of land lying within the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-four (24), Township Forty (40) South, Range Fourteen (14) West, Willamette Meridian, Curry County, Oregon, being more particularly described as follows:

Beginning at a 3/4 inch iron pipe marking the East 1/16 corner on the North line of said Section 24;

thence leaving said iron pipe South 27° 23' 48" East 718.61 feet to the True Point of Beginning;

thence leaving said True Point North 87° 13' 22" East, 662.28 feet;

thence South 00° 04' 30" East, 45.75 feet;

thence South 87° 13' 23" West, 213.33 feet;

thence South 87° 13' 23" West, 449.00 feet;

thence North 00° 01' 09" West 45.75 feet to the True Point of Beginning.

Save and except that parcel conveyed to the Small Business Administration by instrument recorded October 11, 1993
Inst. #93-5449.

SELLER WISHES TO RESERVE UNTO THEMSELVES:

Seller, heirs and assigns obtain an easement in perpetuity over land described above and lying Northerly of and adjacent to and parallel with the following described line:

Beginning at the Southeast corner of that parcel of land described in BR: 108 Page: 538;

thence North 00° 00' 09" West, 281.34 feet to the true point of beginning. Said point being the South boundary of that parcel described in Inst. #91-2402;

thence along said South boundary North 87° 13' 23" East for a distance of approximately 449 feet to the center of an existing creek known as Taylor Creek, for water right of way purposes for the benefit of that parcel described in BR: 108 Page: 538.

Continued

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Continued

MAY 30 1996

WATER RESOURCES DEPT.
SALEM, OREGON

EXCEPTIONS:

The rights of the public in and to that portion of the herein described property lying within the limits of public roads or highways.

Right of way transmission line easement recorded DB: 36, Page 102.

Rights and Right of Way granted West Coast Telephone Company, recorded DB: 55, Page: 65.

An easement created by instrument recorded BR: 18, Pages: 93-95.

An easement created by instrument recorded BR: 55, Page: 695.

An easement created by instrument recorded BR: 98, Page: 879.

As disclosed by the assessment and tax roll, the premises herein have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes, an additional tax, plus interest and penalty, will be levied for the number of years in which this special assessment was in effect for the land.

Rights and right of way granted by instrument recorded Book 8 of Contracts, Page: 395.

An easement created by instrument recorded INST#93-4387.

Easements for road and transmission lines recorded Book 9 of Contracts, Page: 452.

1993 INSTRUMENT 93 05508

STATE OF OREGON
COUNTY OF CURRY

I RENÉE KOLEN, COUNTY CLERK, CERTIFY
THAT THE WITHIN DOCUMENT WAS
RECEIVED AND DULY RECORDED IN THE
OFFICIAL RECORDS OF CURRY COUNTY AT

09:04 ON 10-14-93

BY: CH DEPUTY

FEE \$ 40.00

PAGES: 3



May 22, 1996

LONNY AND SUZETTE DRAHEIM
BOX 1892, 18266 CARPENTERVILLE RD
BROOKINGS, OR 97415

REFERENCE: File 59756

The assignment of Permit 45225 from the Singletons to you cannot be assigned until either Patricia Singleton signs or you submit a deed or contract conveying the property to you.

The Trust Deed you sent is not sufficient, that is a loan document. We require the document that conveys the property to you, which is a deed or contract.

If you have any questions please call me at 503-378-3739 ext 272.

Sincerely,



DALLAS MILLER
Water Rights Specialist



Commerce Building
158 12th Street NE
Salem, OR 97310-0210
(503) 378-3739
FAX (503) 378-8130

59756

RECEIVED

MAY 20 1996

WATER RESOURCES DEPT.
SALEM, OREGON

Water Resources Department
Commerce Building
158 12th Street NE
Salem, OR 97310-0210

May 14, 1996

Thank you for your letter of May 3, 1996 regarding the assignment of Permit 45225.

We do not feel that we can get the signature of Patty Singleton as she no longer lives in the area. Therefore, enclosed please find purchase papers of said property which closed on October 14, 1993. Hopefully, this documentation will be sufficient.

As for the extra \$3.50 we sent in, please refund it.

Sincerely,



Lonny & Suzette Draheim
P.O. Box 1892
Brookings, OR 97415

enclosures

RECEIVED

RECEIVED

MAY 20 1996

WATER RESOURCES DEPT.
SALEM, OREGON

REQUEST FOR ASSIGNMENT

MAR 18 1996

WATER RESOURCES DEPT.
SALEM, OREGONI, (permit holder/applicant) Chester SingletonBox 1222 Brookings Curry OR 97415 469-9118
(mailing address) (city) (county) (state) (zip) (phone)CHECK ONE☐ -hereby assign all my interest in and to application/permit;☐ -hereby assign all my interest in and to a portion of application/permit (include a map showing portion of application assigned);☐ -hereby assign a portion of my interest in and to the entire application/permit;Application # 59756, Permit # 45225 Or GR Statement # _____, GR Certificate of Registration # _____ as filed in the office of the Water Resources Director, to:Lanny & Suzette Draheim
(name of new owner)Box 1892
18266 Carpenterville Rd Brookings Curry OR 97415 469-2059
(address) (city) (county) (state) (zip) (phone)

(Note: If there are other owners of the property described in this Application, Permit or Certificate of Groundwater Registration you must attach a list of their names and addresses to this form.)

I hereby certify that I have notified all other owners of the property described in this Application, Permit or Certificate of Registration of this request for assignment.

Witness my hand this 13 day of MARCH 1996.applicant/permit holder Chester Singleton

applicant/permit holder _____

The completed assignment must be submitted to the Water Resources Department, together with a recording fee of \$10. Additional pages will cost \$5 per page.

WATER RESOURCES DEPARTMENT
158 12 TH STREET NE
SALEM, OREGON 97310-0210OK
DSM

RECEIVED

MAY 20 1996

WATER RESOURCES DEPT.
SALEM, OREGON

CLOSING STATEMENT
BUYER

Lonny R. Draheim
Suzette K. Draheim
P. O. Box 1892
Brookings, OR 97415

Closing Date:
October 14, 1993
Escrow No. 60423
Page 1

Property:
40-14-24A TL 100 40-13-19 700, 18266 Carpenterville Rd; Brkgs, OR 97415

	DEBITS:	CREDITS:
CONSIDERATIONS:		
Consideration	300,000.00	
DEPOSITS:		
Deposit		
By: Century 21-Agate Realty		1,000.00
Deposit		
By: Lonny R. Draheim		140,026.59
LOANS:		
New Loan - Patricia L. Singleton		160,000.00
PRORATIONS:		
93-94 taxes at \$978.16 per year	694.09	
From 10/14/93 to 06/30/94		
TITLE CHARGES:		
Record Deed	40.00	
Record Trust Deed	20.00	
ESCROW FEES:		
1/2 of \$545.00	272.50	
Totals	301,026.59	301,026.59

SAVE FOR INCOME TAX PURPOSES

Curry County Title

By:

Elaine Pommeroy

NL

TRUST DEED

THIS TRUST DEED, made this 14th day of October, 19 93, between
LONNY R. DRAHEIM and SUZETTE K. DRAHEIM, husband and wife
 _____, as Grantor,
CURRY COUNTY TITLE, INC., as Trustee, and
PATRICIA L. SINGLETON, as Beneficiary,

WITNESSETH:

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

REAL PROPERTY DESCRIBED IN EXHIBIT "A" ATTACHED
 HERETO AND BY REFERENCE MADE A PART HEREOF

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto 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 the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ONE HUNDRED SIXTY THOUSAND AND NO/100 ———— Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable October 14th, 19 98.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the 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 alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the property.

2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$ insurable amount written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking,

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

TRUST DEED

Lonny R. Draheim

Suzette K. Draheim

Grantor

Patricia L. Singleton

Beneficiary

After Recording Return to (Name, Address, Zip):

Curry County Title

P. O. Box 672

Gold Beach, OR 97444

Send tax statements to:

Draheim

P. O. Box 1892; Brookings, OR 97415

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of _____

SS.

I certify that the within instrument was received for record on the _____ day of _____, 19_____, at _____ o'clock _____ M., and recorded in book/roll/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____, Record of _____ of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____, Deputy

which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to any successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

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

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto

and that the grantor will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a)* primarily for grantor's personal, family or household purposes (see Important Notice below),

(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

Lonny R. Draheim
Lonny R. Draheim
Suzette K. Draheim
Suzette K. Draheim

STATE OF OREGON, County of Curry) ss.
This instrument was acknowledged before me on October 13, 1993,
by Lonny R. Draheim and Suzette K. Draheim

This instrument was acknowledged before me on _____, 19____,
by _____
as _____
of _____



D. Elaine Pommareh
Notary Public for Oregon
My commission expires 11-25-93

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

TO: CURRY COUNTY TITLE, INC., Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same. Mail reconveyance and documents to _____

DATED: _____, 19____

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

Beneficiary

DATE: _____
Do not l
Both m
reco
CURRY COUNTY TITLE
Title Number: 60423
Page 5

Exhibit "A"

The Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-four (24), Township Forty (40) South, Range Fourteen (14) West, Willamette Meridian, and that portion of Government Lot 4, Section Nineteen (19), Township Forty (40) South, Range Thirteen (13) West, Willamette Meridian, lying West of the Old U.S. Highway 101, Curry County, Oregon.

Except that parcel conveyed to Donald Coleman Martin in Book of Records Volume 55, Page 695 and except that parcel conveyed to Diane G. Schlegel in BR: 98 Page 879.

TOGETHER WITH a parcel of land lying within the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-four (24), Township Forty (40) South, Range Fourteen (14) West, Willamette Meridian, Curry County, Oregon, being more particularly described as follows:

Beginning at a 3/4 inch iron pipe marking the East 1/16 corner on the North line of said Section 24;

thence leaving said iron pipe South 27° 23' 48" East 718.61 feet to the True Point of Beginning;

thence leaving said True Point North 87° 13' 22" East, 662.28 feet;

thence South 00° 04' 30" East, 45.75 feet;

thence South 87° 13' 23" West, 213.33 feet;

thence South 87° 13' 23" West, 449.00 feet;

thence North 00° 01' 09" West 45.75 feet to the True Point of Beginning.

Save and except that parcel conveyed to the Small Business Administration by instrument recorded October 11, 1993 Inst.#93-5449.

SELLER WISHES TO RESERVE UNTO THEMSELVES:

Seller, heirs and assigns obtain an easement in perpetuity over land described above and lying Northerly of and adjacent to and parallel with the following described line:

Beginning at the Southeast corner of that parcel of land described in BR: 108 Page: 538;

thence North 00° 00' 09" West, 281.34 feet to the true point of beginning. Said point being the South boundary of that parcel described in Inst.#91-2402;

thence along said South boundary North 87° 13' 23" East for a distance of approximately 449 feet to the center of an existing creek known as Taylor Creek, for water right of way purposes for the benefit of that parcel described in BR: 108 Page: 538.

Continued

Continued

EXCEPTIONS:

The rights of the public in and to that portion of the herein described property lying within the limits of public roads or highways.

Right of way transmission line easement recorded DB: 36, Page 102.

Rights and Right of Way granted West Coast Telephone Company, recorded DB: 55, Page: 65.

An easement created by instrument recorded BR: 18, Pages: 93-95.

An easement created by instrument recorded BR: 55, Page: 695.

An easement created by instrument recorded BR: 98, Page: 879.

As disclosed by the assessment and tax roll, the premises herein have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes, an additional tax, plus interest and penalty, will be levied for the number of years in which this special assessment was in effect for the land.

Rights and right of way granted by instrument recorded Book 8 of Contracts, Page: 395.

An easement created by instrument recorded INST#93-4387.

Easements for road and transmission lines recorded Book 9 of Contracts, Page: 452.

1993 INSTRUMENT 93 05509

STATE OF OREGON
COUNTY OF CURRY

I RENEÉ KOLEN, COUNTY CLERK, CERTIFY
THAT THE WITHIN DOCUMENT WAS
RECEIVED AND DULY RECORDED IN THE
OFFICIAL RECORDS OF CURRY COUNTY AT

09:04 ON 10-14-93

BY: CH DEPUTY

FEE \$ 20.00

PAGES:

4



May 3, 1996

LONNY AND SUZETTE DRAHEIM
BOX 1892, 18266 CARPENTERVILLE RD
BROOKINGS, OR 97415

REFERENCE: File 59756

The assignment of Permit 45225 from Chester Singleton to you cannot be processed without the signature of Patricia Singleton or documentation she is not available. If that is not possible a copy of deed or contract putting you in title to the land under the permit will suffice.

The recording fee for an assignment is \$10. You submitted \$13.50, is the extra \$3.50 for another service we performed ? If not we will refund \$3.50 to you.

Sincerely,



DALLAS MILLER
Water Rights Specialist

cc: Singleton



Commerce Building
158 12th Street NE
Salem, OR 97310-0210
(503) 378-3739
FAX (503) 378-8130

MAR 18 1996

REQUEST FOR ASSIGNMENT

WATER RESOURCES DEPT.
SALEM, OREGONI, (permit holder/applicant) Chester SingletmBox 1232 Brookings Curry OR 97415 469-4118
(mailing address) (city) (county) (state) (zip) (phone)CHECK ONE[]-hereby assign all my interest in and to application/permit;[]-hereby assign all my interest in and to a portion of application/permit (include a map showing portion of application assigned);[]-hereby assign a portion of my interest in and to the entire application/permit;Application # 59756, Permit # 45225 Or GR Statement # _____, GR Certificate of Registration # _____ as filed in the office of the Water Resources Director, to:Lanny & Suzette Draheim
(name of new owner)Box 1892
18244 Carpenterville Rd Brookings Curry OR 97415 469-2059
(address) (city) (county) (state) (zip) (phone)

(Note: If there are other owners of the property described in this Application, Permit or Certificate of Groundwater Registration you must attach a list of their names and addresses to this form.)

I hereby certify that I have notified all other owners of the property described in this Application, Permit or Certificate of Registration of this request for assignment.

Witness my hand this 13 day of March 1996.applicant/permit holder Chester Singletm

applicant/permit holder _____

The completed assignment must be submitted to the Water Resources Department, together with a recording fee of \$10. Additional pages will cost \$5 per page.WATER RESOURCES DEPARTMENT
158 12 TH STREET NE
SALEM, OREGON 97310-0210

9/28/83

59756

Patricia Singleton called & said POD #2 washed out as well as some of the ditches. SCS is helping to design another system. Plans are done but it is too wet for construction. They will redo this fall if possible next spring or early summer for sure.

I said to send form C since they have irrigated as much as they intended

FES

Application No. 59756
Permit No. 45225

RECEIVED

FEB 5 1980

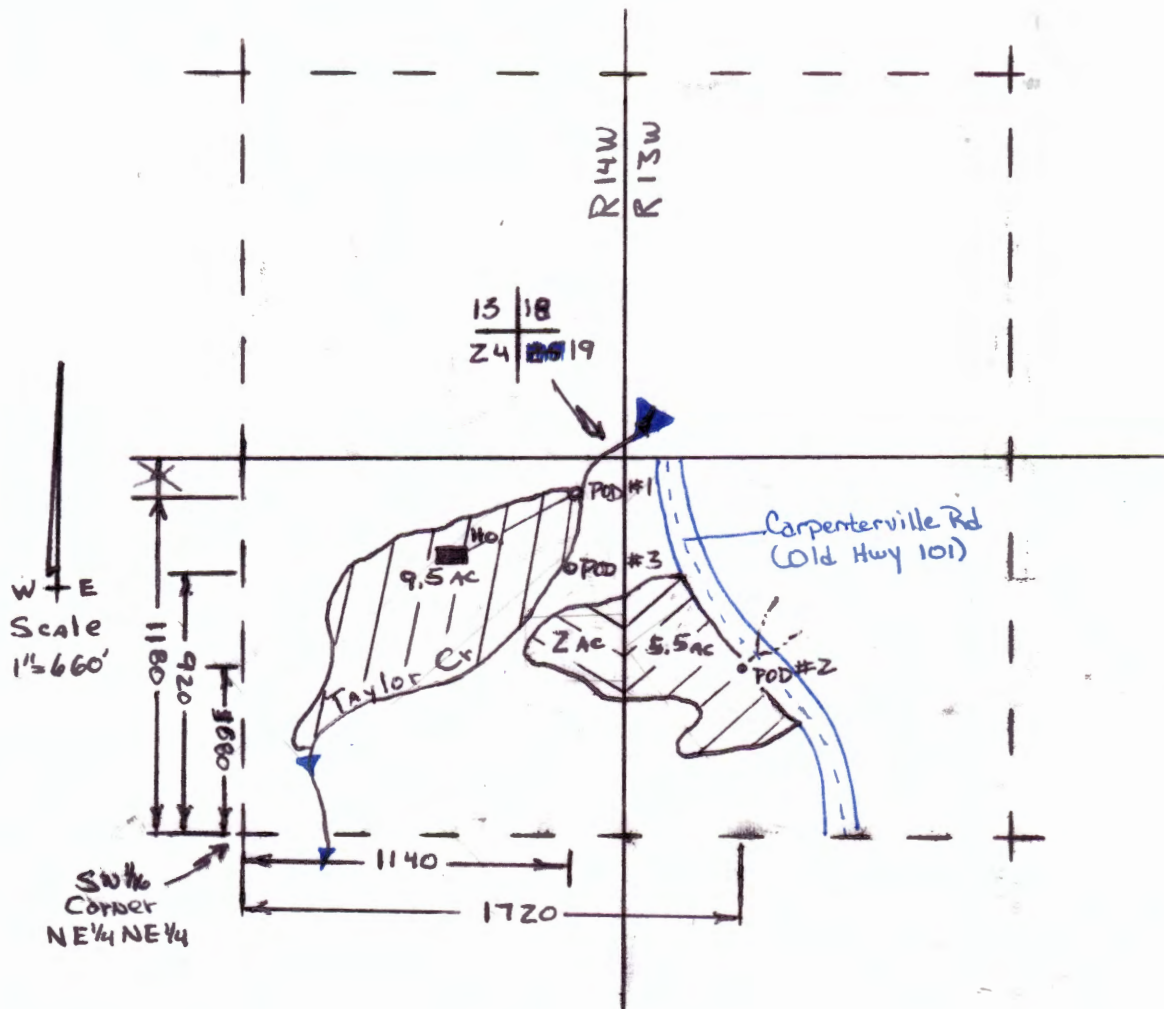
WATER RESOURCES DEPT.
SALEM, OREGON

RECEIVED

MAY 23 1980

WATER RESOURCES DEPT
SALEM, OREGON

T40S ~~R14W~~



This Map prepared by J.P. Drolet
From information supplied by Applicant

December 16, 1980

Chester L. and Patricia L. Singleton
PO Box 1233
Brookings, OR 97415

59756

45225

378-3066 or
1-800-452-7813

October 31, 1980

Chester L. and Patricia L. Singleton
PO Box 1233
Brookings, OR 97415

Dear Mr. and Mrs. Singleton:

REFERENCE: File number 59756

Your returned application number 59756 together with the supporting map and legal description entered in the remark section, have been reviewed. The application and supporting data now appear to be in satisfactory form and your application will be placed with the next group to be considered for approval by the issuance of permits.

Permits will be issued for the use of water from Taylor Creek and its tributaries. However, water may not be available during dry periods. The water may be needed to satisfy existing rights.

Sincerely,

WAYNE J. OVERCASH
Water Rights Engineer

WJO:wp
2746A

May 21, 1980

MR. WAYNE J. OVERCASH
Water Rights Engineer
555 13th Street N.E. Salem Or

RECEIVED

MAY 23 1980

WATER RESOURCES DEPT
SALEM, OREGON

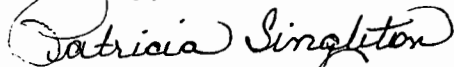
Re; File number 59756

Enclosed is our corrected application and legal description of the property where the water is to be used as per your request. As to the map, the direction of the water is to the southwest not northeast. However, as to where Taylor Creek crosses the north line of Section 24 it is pretty close to being accurate and not one quarter mile west as your map indicates.

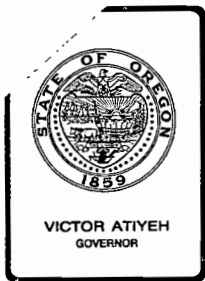
I have typed the legal description on the application in the space reserved for remarks. If there are any other questions or items I need to tend to please do not hesitate to contact me.

Thank you for your help in getting these rights filed properly.

Sincerely,



Patricia L. Singleton
Windsong Ranch
P.O. Box 1233
Brookings, Or 97415



Water Resources Department

MILL CREEK OFFICE PARK

555 13th STREET N.E., SALEM, OREGON 97310

PHONE 378-3066
1-800-452-7813

May 20, 1980

Chester L. and Patricia L. Singleton
PO Box 1233
Brookings, OR 97415

Dear Mr. and Mrs. Singleton:

REFERENCE: File number 59756

Your application number 59756 describing the proposed use of 0.33625 cubic foot of water per second, being 0.005 cubic foot per second for domestic supplies for one family and 0.11875 cubic foot of water per second for the irrigation of 9.5 acres from Taylor Creek, and 0.2125 cubic foot of water per second from an unnamed stream with any deficiency in supply at the unnamed stream to be made up by diversion of water from Taylor Creek for the irrigation of 7.5 acres, together with the map, has been reviewed.

Will you please review the location of your proposed project. According to our maps of the area, Taylor Creek flows towards the southwest instead of the northeast illustrated on your map and Taylor Creek crosses the north line of Section 24 about one quarter mile west of the location illustrated on your supporting map.

A legal description of the property where the water is to be used is needed to verify the place of use. The legal description may be copied from your deed, title insurance policy, or sales contract.

I am returning your application and map for correction and completion. The application is endorsed so that in order to retain its date of priority it must be received in this office on or before July 21, 1980.

Sincerely,

WAYNE J. OVERCASH
Water Rights Engineer

WJO:dm
enclosure
1017A

C O P Y



STATE OF OREGON

INTEROFFICE MEMO

TO: *File*
59756

DATE: *2-26-80*

FROM: *Don Buell*

SUBJECT: *Call from Lincoln Pearson ; Fish & wildlife.*

They are concerned with the source and quantity of water involved in this application. We should check with him before issuing PERMIT.

PEARSON CALLED 3/13/80
THEY NOW HAVE NO OBJECTIONS
TO ISSUING A PERMIT *Don*
RH

March 26, 1980

Chester L. & Patricia L. Singleton
P. O. Box 1233
Brookings, OR., 97415

We have received your application for irrigation along with the supporting data and fees. Our receipt number 15943 is enclosed. Your application has been filed and assigned number 59756.

Because of the many applications which have been filed in recent months, we are temporarily behind in our processing. Your application will be examined in detail as soon as possible. We will contact you if we need any additional information.

The permit approving your application will be issued without further correspondence if no additional information is required. Thank you for your patience.

Sincerely,


Larry W. Jebousek
Administrator
Water Rights Division

LJW:
Enclosure

Sur
February 5, 1980

M
Application No. **59756**
Permit No. **45225**

ASSIGNED

Name **Chester L. & Patricia L. Singleton**
Address **P.O. Box 1233 Brookings, OR 97415**
Assigned **Lonny & Suzette Draheim**
Address **Box 1392 - Brookings OR 97415**
Beginning construction **NOV 26 1981**
Completion of construction **OCT 1 1982**
Extended to
Complete application of water **OCT 1 1983**
Extended to