

16285

TRUST DEED

Vol 782 Page 13576

Parties.

Grantor.

MARVIN DOTY individually and A-1 PINE PRODUCTS, INC.

Beneficiary.

DIANE M. FLORES individually and as co-executor of the estate of JOSEPH NORBET FLORES and THE BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION as co-executor of the estate of JOSEPH NORBET FLORES.

Trustee.

JAMES E. PETERSEN a member in good standing or the Oregon State Bar Association.

Agreement. For valuable consideration, Grantor grants, bargains, sells and conveys to Trustee in trust for the Beneficiary, with power of sale, all of the improvements and appurtenances owned by Grantor and situated on the real property, described on the attached Exhibit A.

Security.

1. This trust deed secures the performance by Grantor of a certain promisory note and security agreement dated March 20, 1982 between Grantor and Beneficiary.
2. As additional security, Grantor hereby assigns to Beneficiary during the continuance of this trust, all rents, issues, royalties and profits of the property affected by this trust deed and of any personal property located

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JOHNSON, MARCEAU, KARNOPP & PETERSEN
ATTORNEYS
835 N.W. BOND STREET
BEND, OREGON 97701

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thereon. Until Grantor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Grantor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable.

Warranties of Title. Grantor warrants and represents to Beneficiary that Grantor owns the property free from all liens and encumbrances. The underlying fee simple interest is currently owned by Crown Zellerbach Corporation and Grantor is leasing said ground from Crown Zellerbach pursuant to a lease agreement dated November 10, 1981. This trust deed is expressly subject to the terms and conditions of said lease agreement.

Grantor's Duties. Grantor will forever defend the property against all persons; Grantor will pay the obligation secured by this trust deed according to all its terms and conditions; Grantor will pay all taxes and assessments and all charges of every nature which may be levied or assessed against the property; Grantor will pay according to their terms and conditions any and all other liens and encumbrances that are or may become charges against the property or any part thereof; Grantor will complete or restore promptly and in good workmanlike manner any building or improvement on the described property which may be constructed, damaged or destroyed thereon and pay when due all costs incurred therefor when said damage or destruction

is not paid by insurance required herein; Grantor will not remove or demolish any building or improvement on the described property without the written consent of Beneficiary; Grantor will pay all costs 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 as provided by law; Grantor will pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate provided on the principal debt, and the repayment thereof shall be secured hereby.

Insurance. Grantor agrees that any buildings erected on the property will be kept insured by Grantor in favor of Beneficiary against loss or damage by fire with extended coverage in a company or companies satisfactory to Beneficiary; Grantor will have the insurance on the property made payable to Beneficiary as Beneficiary's interest may appear; the insurance policy will be delivered to Beneficiary as soon as issued; the insurance will in an amount not less than \$ 500,000.00.

Use of Property. Grantor agrees not to abuse, misuse or waste the property, real or personal, described in this trust deed and to maintain the property in good condition.

Performance.

1. If Grantor performs the terms and conditions of this Trust Deed and pays the obligation secured hereby according to all its terms and conditions this conveyance shall be void, but otherwise shall remain in full force to secure the performance of this Trust Deed and the payment of the obligation it secures. The parties agree that failure of Grantor to perform any term or condition of this Trust Deed or the obligation it secures, or if proceedings of any kind are taken by anyone to foreclose any lien which Grantor is bound by this Trust Deed to remove on the property or any part thereof, Beneficiary shall have the option to declare the whole unpaid amount of the obligation secured by this Trust Deed at once due and payable, and this Trust Deed may be foreclosed at any time thereafter.

2. Upon performance of the obligation secured hereby, Trustee shall, upon written request of Beneficiary, reconvey the property to Grantor.

Default.

1. Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and election to sell the trust property, which notice Trustee shall cause to be duly filed for record. If Beneficiary desires the property

to be sold, they shall deposit with Trustee this Trust Deed, the note and all documents evidencing expenditures secured hereby, whereupon the Trustee shall fix the time and place of sale and give notice thereof as then required by law. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee shall, if Grantor's default has not been cured in the manner then provided by law, sell said property at the time and place fixed by it in the notice of sale and such sale shall be conducted in the manner then provided by law. Trustee shall deliver to its purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied.

2. Upon any default, 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 said property or any part thereof, in their own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees at trial and on appeal, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the

collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

3. Nothing herein shall be construed as a waiver by Beneficiary of the right to elect to foreclose in the manner provided by law for the foreclosure of mortgages on real property. If suit or action is instituted to enforce any of the provisions of this Trust Deed, the prevailing party shall be entitled to such sums as the court may adjudge reasonable as attorneys' fees in said suit or action in any court including any appellate court in addition to costs and disbursements provided by statute. Prevailing party shall also recover cost of title report.

Condemnation. Should the property or any part thereof be taken under the right of eminent domain or condemnation, or in any other manner, Beneficiary shall have the right, if they so elect, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Grantor in such proceedings, shall be paid to Beneficiary and applied by them first upon any reasonable costs and expenses and attorneys' fees necessarily paid or incurred by Beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and Grantor agrees, at

his own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon Beneficiary's request.

Waiver. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive the right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay. Waiver of any provision in this agreement shall not be held a waiver of any subsequent default or of any default in any other provision.

Establishment of Trust.

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

2. Beneficiary may appoint another Trustee in place of Trustee named herein, and thereupon the Trustee so appointed shall be substituted as Trustee with the same effect as if originally named Trustee.

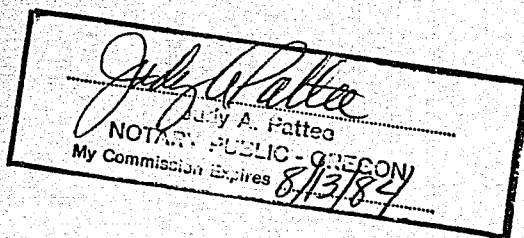
Successors in Interest. This deed shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of the parties hereto. All obligations of Grantor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including

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pledgers, of the note secured hereby, whether or not named
as beneficiary herein.

DATED this 16 day of FEB., 1982.

Grantor.



A-1 PINE PRODUCTS, INC.

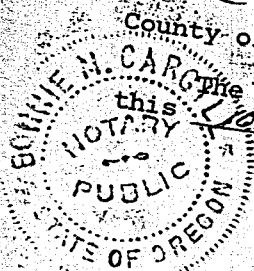
By Marvin E. Doty
President

By Lynn A. Michener
Secretary

Marvin E. Doty
MARVIN DOTY, individually

STATE OF OREGON

County of Deschutes)
) ss.



The foregoing instrument was acknowledged before me
this 16th day of February, 1982 by MARVIN DOTY.

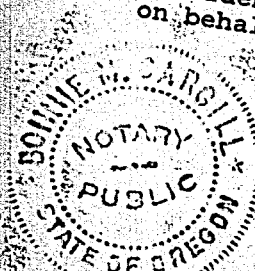
Bonnie M. Cargill
Notary Public for Oregon
My Commission Expires: 11-14-82

STATE OF OREGON

County of Deschutes)
) ss.

The foregoing instrument was acknowledged before me
this 16th day of February, 1982 by Marvin E. Doty,
President of A-1 PINE PRODUCTS, INC., an Oregon corporation,
on behalf of the corporation.

Bonnie M. Cargill
Notary Public for Oregon
My Commission expires: 11-14-82



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JOHNSON, MARCEAU, KARNOPP & PETERSEN
ATTORNEYS
835 N.W. BOND STREET
BEND, OREGON 97701

STATE OF OREGON

County of Deschutes

)
) ss.
)

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The foregoing instrument was acknowledged before me
this 16th day of February, 1982 by LYNN H. McHEER,
Secretary of A-1 PINE PRODUCTS, INC., an Oregon corporation,
on behalf of the corporation.

Paul C. Patton
Notary Public for Oregon
My Commission expires: 8/13/82

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EXHIBIT "A"

Lease Area: Subject to the terms and conditions hereof, the Lessor lets and leases and the Lessee acquires and takes a parcel of land situated at Yamsay Siding in the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 7 and the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 18, Township 29 South, Range 8 East, W.M., Klamath County, Oregon, more particularly bounded and described as follows, to-wit:

Beginning at an iron pipe marking a point on the section line common to Sections 7 and 18, Township 29 South, Range 8 East, W.M., Klamath County, Oregon, where said section line is intersected by the westerly line of the right of way of the Southern Pacific Company railroad said point of intersection being North 89°46'10" West 541.25 feet from the section corner common to Sections 7, 8, 17 and 18 of said Township and Range; thence from said point of beginning North 3°44'30" East, along the westerly line of said railroad right of way, 721.54 feet to an iron pipe; thence North 89°46'10" West 1467 feet to a point; thence South 3°44'30" West 150 feet to a point; thence North 89°46'10" West 1833 feet to a point; thence South 3°44'30" West 570.72 feet to an iron pipe placed on the section line common to said Sections 7 and 18; thence South 3°44'30" West 602.10 feet to an iron pipe; thence South 89°46'10" East 1870 feet to a point; thence South 3°44'30" West 250 feet to a point; thence South 89°46'10" East 1100 feet to a point; thence North 3°44'30" East 250 feet to a point; thence South 89°46'10" East 330 feet to an iron pipe placed on the westerly line of aforesaid railroad right of way; thence North 3°44'30" East, along said westerly right of way line, 601.28 feet to the point of beginning, and containing 100 acres, more or less, EXCEPT therefrom, however, the right of way of the so-called "Weyerhaeuser Company Road", all as shown on the map attached hereto marked "Exhibit A" and by this reference made a part hereof.

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SECS. 17 & 18, TWP 29S, R8E, WILL. M.
KLAMATH COUNTY, OREGON
scale 1" = 500'

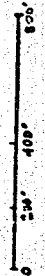
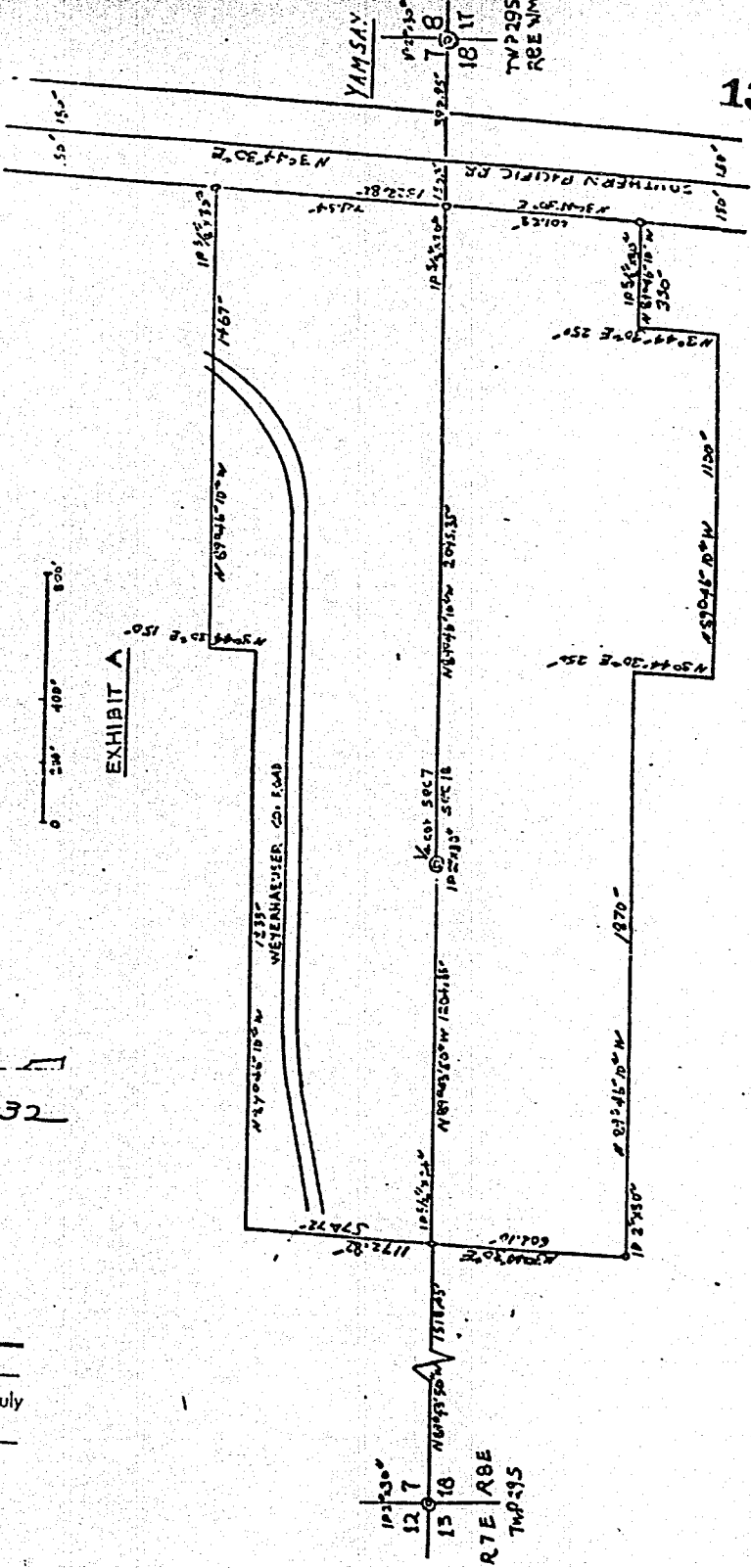


EXHIBIT A



Ret. Jan Kahn
P.O. Box 1376
Hanford, Cal 93232

STATE OF OREGON,
County of Klamath)
Filed for record & request of

on this 12 day of Oct A.D. 19 82
at 11:33 o'clock A M, and duly
recorded in Vol. M82 of Mtgs
page 13576

County Clerk

By [Signature] Deputy

Fee 44.00