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This instrument was prepared
by and should be returned to:

C. V. Rappaport, Esq.
Ford Motor Credit Company
The American Tower
Detroit, Michigan 48226

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ATC-17404

DEED OF TRUST

This Deed of Trust ("Deed of Trust") is made the 1st day of June, 1987,
among ~~WILL PARTNERSHIP~~ consisting of Michael James Wiles, Bert Forbes Wiles,
Dancy Lee Day, Stephen Washington Gray, Susan Mary Rogers and Judith Wrenn Wiles,
whose address is set forth below, as Grantees, and FORD MOTOR CREDIT
COMPANY, a Delaware corporation, whose principal place of business is set
forth below, as beneficiary, and ~~Waukegan Title Company of Illinois County,~~
whose address is set forth below, as trustee.

Article I

DEFINITIONS

1.1 Definitions

As used herein, the following terms shall have the following meanings:

(a) Assignment: The assignment, contained in Article 2 of this Deed of Trust, from Grantor to Beneficiary, of all of Grantor's right, title and interest in and to the Leases and the Rent.

(b) Leases: All awards and payments made or hereafter to be made by any municipal, county, state, federal or other government; agencies, authorities or boards or any other entity having the power of eminent domain, to Grantor, including any awards and payments for any taking of all or a portion of the Nonpayable Property, as a result of, or by agreement, anticipation of, the exercise of the right of condemnation or eminent domain, or for any change or change of grade of streets affecting the Nonpayable Property.

(c) Beneficiary: Ford Motor Credit Company, a Delaware corporation, and its successors and assigns and the holders, from time to time, of the Note.

(d) Beneficiary's Address: P.O. Box 1225, Eugene, Oregon 97401-1225.

(e) Buildings: All buildings, improvements, alterations or enclosures now, or at any time hereafter, located upon the Land or any part thereof.

(f) Deflected Interest Rate: The greatest rate of 21% per annum.

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(g) Essential of Default: The happenings and occurrences described in Article 4 of this Deed of Trust.

(h) Fixtures: All fixtures located upon or within the Land or Buildings, or now or hereafter attached to, or fastened to, or used in connection with, any of the Land or Buildings whether or not permanently affixed to the real estate.

(i) Grantor: The persons named as such in the preamble of this Deed of Trust, and their respective heirs, administrators, executors, successors and assigns and their successors in interest in and to the Mortgaged Property.

(j) Grantor's Address: Route #1, P.O. Box 6072, Union City, Oregon 97151.

(k) Guarantors: Collectively, Michael R. May, Stephen K. May, Judith K. May, Susan A. Hedges, Karen Hedges, Tracy L. May, John C. May, C. James, Inc., and Joyce C. May.

(l) Indebtedness: All (i) real estate and personal property taxes and other taxes and assessments, water and sewer rates and charges, and all other governmental charges and any interest or costs or penalties and expenses incurred, and charges for any extension or agreement entered into for the benefit of the Mortgaged Property which at any time prior to or after the execution of the Security Documents may be assessed, levied, or imposed upon the Mortgaged Property or the rents or income received thereon or any use or occupancy thereof, and (ii) other taxes, assessments, fees and governmental charges levied, imposed or assessed upon or against Grantor or any of his properties, levied, imposed or assessed upon or against Grantor or any of his properties.

(m) Indemnity: The principal of and interest on and all other amounts, expenses and premiums due under the Note and all other indebtedness of Grantor to beneficiary under and/or secured by the Security Documents.

(n) Land: The real estate described in Schedule I attached hereto.

(o) Leases: Any and all leases, subleases, licenses, concessions or grants of other possessory interests now or hereafter in force, oral or written, covering or affecting the Mortgaged Property, or any part thereof, together with all rights, powers, privileges, options and other benefits of grantee thereunder.

(p) Mortgaged Property: The Land and the Buildings and the Fixtures and the Personality contained therein.

(q) all rights, privileges, permits, licenses, certificates, tenements, hereditaments, right-of-way, easements, encroachments and appurtenances of the Land and/or the Buildings belonging or in anyway appertaining thereto and all right, title and interest of Grantor in and to any streets, ways, alleys, series or parts of land adjoining the Land or any part thereof;

(r) all the estate, right, title, interest, claim or demand whatsoever of Grantor, either at law or in equity, in and to the Land and the Buildings and the Fixtures and the Personality; and

(iii) all the estate, rights, title, interest, claim or demand whatsoever of Grantor, either at law or in equity, in and to the Assets, or payments with respect to casualties.

(c) Arrears: The promissory note, dated of even date with this Deed of Trust, made by Grantor to the order of Beneficiary, in the amount of \$1,430,000.00, secured, in part, by this Deed of Trust, the final payment of which is due five years from the date hereof, and any extension, renewal, or modification thereof, including adjustments in principal, interest and payments.

(d) Obligations: Any and all of the covenants, promises and other obligations (other than the indebtedness) made or owing by Grantor and others to or due to Beneficiary under and/or as set forth in the Note and/or the Security Documents.

(e) Permitted Encroachments: The leases and the encroachments described, with particularity, in Schedule 3 attached hereto.

(f) Personalty: All furniture, furnishings, equipment, machinery, trade fixtures and all other personal property (other than the fixtures now or hereafter located in, upon or about the Land and the Buildings, together with all accessions, replacements and substitutions thereto and the proceeds thereof).

(g) Rents: All of the rents, revenues, income, profits, deposits, tenders and other benefits payable under the leases and/or arising from the use and enjoyment of all or any portion of the Mortgaged Property.

(h) Security Agreements: The Security Agreement, contained in this Deed of Trust, whereby Grantor grants a security interest in the Personalty and the Fixtures to Beneficiary.

(i) Security Instruments: This Deed of Trust, the Assignment, the Security Agreement and any and all other documents now or hereafter securing the payment of the Indebtedness or the observance or performance of the obligations.

(j) Trustee's Address: 412 Main Street, Klamath, Oregon 97601.

Article 2

GRANT

2.1 Grant. In secure the payment of the Indebtedness and the performance and discharge of the Obligations, Grantor by these presents hereby grants, bargains, sells, assigns, mortgagess, conveys and warranteth unto Trustee, its trustee for Beneficiary, with power of sale and right of entry and possession, the Mortgaged Property, the Leases, the Rents and the Assets, subject, however, to the Permitted Encroachments, to have and to hold the Mortgaged Property unto Trustee, its successors and assigns forever.

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2.2 Condition of Grant. The condition of these presents is such that the Grantor shall pay or cause to be paid the Indebtedness as and when the same shall become due and payable and shall observe, perform and discharge the obligations, when the Security documents and the estate and rights granted by them shall be valid, otherwise to remain in full force and effect.

Article 3

2. Covenants

TERMINOUS

Until the entire Indebtedness shall have been paid in full, Grantor hereby covenants and agrees as follows:

3.1 Compliance with Laws. Grantor will promptly and faithfully comply with, confirm to and obey all present and future laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency and of every board of fire underwriters having jurisdiction, or similar body exercising similar functions, which may be applicable to it or to the Mortgaged Property, or any part thereof, or to the use or manner of use, occupancy, possession, occupation, maintenance, alteration, repair or reconstruction of the Mortgaged Property, or any part thereof, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Mortgaged Property.

3.2 Payment of Impostions. Grantor will duly pay and discharge, or cause to be paid and discharged, the impostions, such impostions or impositions thereof to be paid not later than the day and date, named by, imposed or made by any other authority or imposed by law for the non-payment thereof, provided, however, that if, by law, any impostion may be paid at instalments, Grantor may pay the same in such instalments.

3.3 Repair. Grantor will keep the Mortgaged Property in good order and condition and have all necessary or appropriate repairs, renewals and general alterations and additions and improvements thereto, interior and exterior, structural and non-structural, ordinary and extraordinary and will use his best efforts to prevent any act or thing which might damage the value or usefulness of the Mortgaged Property, and Grantor will obtain the written consent of Beneficiary prior to (i) making any alterations or additions to the Mortgaged Property which would materially diminish the value thereof, or (ii) removing any of the buildings.

3.4 Insurance. Grantor will effect insurance upon the Mortgaged Property against loss by fire and such other hazards, casualties and contingencies as are normally and usually covered by extended coverage policies in effect in the locality where the Mortgaged Property is situated and such other risks as may be specified by Beneficiary, from time to time, to amounts and with insurers acceptable to Beneficiary but not less than the Indebtedness, Grantor shall cause each insurance policy issued in connection therewith to provide (a) the Insurer issuing such policy to certify to Beneficiary that such loss payments will be payable to Beneficiary as his interest may suffer, such payments to be applied, in Beneficiary's option, to the restoration,

RECORDED