FORME No. 831-Oregon Trust Deed Series-	RUST DEED. MTZ-1396-18	30 copyright 1948 STEVENS	NESS LAW PUB. CO., PORTLAND, OR. 97204
04 810	TRUST	DEED Vol. m89	_Page 18755 - (#)
SOUT MAIN STREET	REST <sup>a</sup> PRODUCTS, INC.		
Greator WILLIAM P	BRANDSNESS		, as Trustee, and
as Gramor,	ALLEY CTATE DANK	Stern Harris Andrew Marson	
as Benenciary,	WITNE	CCFTH.	
Grantor irrevocably in KLAMATH	rants, bargains, sells and con County, Oregon, describ	veys to trustee in trust, with	power of sale, the property
SEE ATTACHED EXHIBI	T "B" BY THIS REFERENC	E MADE A PART HEREOF.	an yn a'r arwyn a gwlane yn ar y Carllen ar yn a Carllen ar yn a
	instrument by request a and has not examined it or as to its offect upo that may be described	· · · · · · · · · · · · · · · · · · ·	hereunto belonging or in anywise
now or hereafter appertaining, a tion with said real estate.	THE TERMS, ISSUES AND PORT	of each agreement of grantor here	in contained and payment of the
sum ofTWO_HUNDRED_TH note of even date herewith, pay not sooner paid, to be due and The date of maturity of becomes due and payable. In it sold, conveyed, assigned or al then, at the beneficiary's option herein, shall become immediate To protect, preserve and end repair; not to remove or demo not to commit or permit any waste or 2. To complete or restore remoner any building or improvement	OUSAND AND NU/100.5 (21 able to beneficiary or order and me payable APRIL 26, 1990. the debt socured by this instrument he event the within described prop enated by the grantor without fin , all obligations secured by this in y due and payable. of this trust deed, grantor agrees: maintain said property in good condition is any building or improvement thereor I said property and on workmanlik promptly and in good and workmanlik to be constructed, damaged	DU, UUL UU, Season and the season account 	ding to the terms of a promissory t principal and interest hereot, if DVANCES AND RENEWALS. the final installment of said note terest therein is sold, agreed to be ent or approval of the beneficiary, arity dates expressed therein, or ny restriction thereon; (c) join in any ty, all or any part of the property. The described as the "person or person tals therein of any matters or facts shall there of trays of the sol of the sol of the sol there of trays of the sol of the sol of the sol there of trays of the sol of the sol of the sol tals there of any matters of facts shall there of trays of the sol of any of the there of the sol of the sol of the sol of the sol of the there of trays of the sol of any of the

isons and restrictions attecting said property; if the beneliciary so requests, to join in executing such linancing statements pursuant to the Uniform Conse-cial Code as the beneliciary may require and to pay lot illing same in the proper public ollice or offices, as well as the cost of all lien searches made by liing ollicers or searching agencies as may be deemed desirable by the beneliciary.

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It is mutually agreed that: 8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneliciary shall have the right if it is o elects, to require that all or any portion of the monies payable on pay all reasonable costs, expenses and altorney's less necessarily supplied by it first upon any reasonable costs and expenses and altorney is less both in the trial and appellate courts, necessarily paid or indurred by ben-liciary in such proceedings, shall be paid to beneficiary and the trial and appellate courts, necessarily paid or indurred by ben-secured hereby; and grantor affrees, at its own expense, to obtaining such account pensation, promptly upon beneficiary's request. 9. At any time and from time to time upon written request of bene-ficiary, payment of its less and presentation of this deed and the note lor indorsement (in case of lull reconveyances, lot checkbedness the liability of any person for the payment of the indebtedness (a) consent to the making of any map or plat of said property; (b) join in

services mentioned in this paragraph shall be not levels fees for any, of the services mentioned in this paragraph shall be not level. Area for any, of the 10. Upon any default by grantor hor level, beneficiary may at any time without notice, either in person, by agent drops, a receiver to be ap-pointed by a court, and without regard on and inker observing of any security for pointed by a court, and without regard on and take robuscs on of said prop-the indebicdness hereby secures the and unpaid, and apply the same, issues and expenses of poration and collection, including reasonable attor-less costs and expenses of poration and collection, including reasonable attor-less costs and expenses of poration and collection, including reasonable attor-less costs and expenses of poration and collection, including reasonable attor-less costs and expenses of poration and taking possession of said property, the collection of such tents, issues and prolits, or the proceeds of lire and other insurance policito on only and taking possession of asid property, the collection of such tents, issues and prolits, or the proceeds of lire and other insurance policito on one of default hereunder or invalidate any act done waive any ordenuit for notice of default hereunder or invalidate any act done to such notice. 13. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respective outh payment and/or performance, the beneficiary may advertiging as a morigage or direct the trustee to foreclose this trust did event the beneficiary of the selection may proceed to foreclose this trust did event the beneficiary of the selection may proceed to foreclose this trust did event the beneficiary of the trustes of porase any of in the event the beneficiary of the truste and any proceed to foreclose this trust ded in the manner provided in ORS 66 753. 13. After the truste and proper the dalut to pay, when due the defa

and expenses actually incurred in enforcing the obligation of the trust deed together with trustees and attorney's lees 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 said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the pare of sale. Trustes shall deliver to the purchaser its deed in form as required by law conveying the property so told, but without any covenant fact shall be conclusive prote the trusther to the purchaser its deed in form as required by law conveying the property so told, but without any covenant fact shall be conclusive prote the trusthulness thereol. Any person, escluding the trustee, but including the granter and beneficiary, may purchase the powers provided herein, trustee stormer, (2) to the obligation to the truste and a resonable charge by trustees. "IS. When trustee sells pursuant to the trust deed, (3) to all persons attorney. (2) to the obligation to the interest of the trustee in the trust end here in the interest may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest of the sapointed here-under. Upon such shall be vested with all title, powers and duties confiered upon any trustee mand herein or to any successor trustee. Each weak appointment of the successor frustee, shall be vested with all title, powers and duties confiered upon any truste and here in name day appoint excessed or successor of any trustee in named be appoint here corder of the successor in the successor trustee. If. Trustee accepts this trust when this deed, duty encounter in mol obligated to noilly any party hereto of product by beneficiary, which the property is situated, shall be conclusive proof of under appointment of the accessor trustee.

NOTE: The Trust Dead Art 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 656-SSS to 656-SSS.

		18756
The grantor covenants and agrees to and with t ly seized in fee simple of said described real propert	he beneficiary and they and has a valid, un	ose claiming under him, that he is law- nencumbered title thereto
d that he will warrant and forever defend the same	e against all persons	whomscever.
,这些是这一个人,我们就是我们就是我们的,我们就是我们的我们就是我们的我们就是我们的,我们们就是我们的吗?""我们,我们就是我们的我们的,我们就是我们的人,我们就 我们的人们,你们,我们就是我们的人,我们就是我们的,我们就是我们就是我们的人,不是你们,我们们都是我们的人,我们就是我们的人们的人,我们就是我们的人们的人,我们就 "我们就是你们,""你你我们就是我们是我们,我们就是你们就是我们就是你们的人们的人们的人,我们们就是你们的人们,我们们就是你们们的人们,我们们们们们们们们们们们	and a second second Second second second Second second	(1) Source Security (1) Source
Construction of the second		
The grantor warrants that the proceeds of the loan repres	iented by the above descr.	ibed note and this trust deed are:
(b) for an organization, or (even it grantor is a natural This deed applies to, inures to the benefit of and binds	all parties hereto, their l	eirs, legatees, devisees, administrators, executors
This deed applies to, inures to the benefit of and binds personal representatives, successors and assigns. The term benef secured hereby, whether or not named as a beneficiary herein. I gender includes the teminine and the neuter, and the singular nu	In construing this deed an	d whenever the context so requires, the masculin
IN WITNESS WHEREOF, said grantor has	hereunto set his hand	the day and year first above written.
* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) o	or (b) isSYCAN_FC	REST PRODUCTS, INC.
not applicable; if warranty (a) is applicable and the beneficiary is a	Z, the	uto di Ma
as such word is derived in the Nort and Regulation by making ru beneficiary MUST comply with the Act and Regulation by making ru disclosures; for this purpose use Stevens-Ness Form No. 1319, or equi If compliance with the Act is not required, disregard this notice.	ivalent.	R L , MCGEE, PRESIDENT
n na sense sen Sense sense sen Sense sense sen	BY:	J. MCGEE, SECRETARY
(If the signer of the above is a corporation, use the form of acknowledgement opposite.)	and an and a construction of the second s And a second s And a second s	e an grae chuide na sao grae chuide ge sao grae grae chuide ge sao grae grae chuide
STATE OF OREGON,	STATE OF OREGON,	Note that a first set of the set
<b>Ss.</b>		MATH
This instrument was acknowledged before me on , 19, by	19 by WALTER	nowledged before me on MCGEE & SALLY JMCGEE
	PRESIDENT &	SECRETARY
	of	
Notary Public tor Oregon	Notary Public for Orego	Madden 10 VION
(SEAL) My commission expires:	My commission expires:	
(a) A set of the se	a an a' an	
	FOR FULL RECONVEYANCE	sid.
(A) Set and the set of the set		
A Company of the second s	la spectra de las estadas o deficieira Anti-Anti-Anti-Anti-Anti-Anti-Anti-Anti-	he foregoing trust deed. All sums secured by
trust deed have been fully paid and satisfied; You nereby an	e directed, on payment	the said trust deed (which are delivered to
said trust deed or pursuant to statute, to cancel all evidence	out wareanty to the Da	rties designated by the terms of said trust deed
estate now held by you under the same. Mail reconveyance i	and documents to	
The second with the second sec	and the second second and the second s	
Und Ray do C2	2017 C (PC 77)	<u></u>
Do not less or destroy this Trust Dood OR THE NOTE which it assure	a: Beth must be delivered to the	tructes for concellation before reconveyance will be made.
ADUCT DEED	$\overline{}$	STATE OF OREGON,
TRUST DEED	ERENCE MADE	I certify that the within instrum
		was received for record on the
SYCAN FOREST PRODUCTS, ING		of
	SPACE RESERVED	in book/reel/volume No.
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SOUTH VALLEY STATE BANK A 21		mant/minentilm/secention Not
Construction of the state of	RECORDER'S USE	ment/microfilm/reception No. Record of Mortgages of said County
Beneficiary		ment/microfilm/reception No Record of Mortgages of said County Witness my hand and sea
AFTER RECORDING RETURN TO	RECORDER'S USE	ment/microfilm/reception No. Record of Mortgages of said County Witness my hand and sea County affixed.
AFTER RECORDING RETURN TO 1401 121		ment/microfilm/reception No Record of Mortgages of said County Witness my hand and sea
AFTER RECORDING RETURN TO 1401 121	RECORDER'S USE	ment/microfilm/reception No Record of Mortgages of said County Witness my hand and set County affixed.
AFTER RECORDING RETURN TO	RECORDER'S USE	ment/microfilm/reception No Record of Mortgages of said County Witness my hand and see County affixed.

EXHIBIT "B" LEGAL DESCRIPTION

1875

A tract of land situated in the SE1/4 NE1/4 of Section 33, Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, being more particularly described as follows:

Beginning at a point on the East line of said SE1/4 NE1/4 from which point the Northeast corner of said SE1/4 NE1/4 bears North 00 degrees 02' 28" East 300.00 feet; thence South 00 degrees 02' 28" West, on said East line, 173.95 feet; thence South 71 degrees 11: 50" West, 582.82 feet; thence South 80 degrees 57' 06" West 776.32 feet to a point on the West line of said SE1/4 NE1/4; thence North 00 degrees 13' 13" East on said West line, 137.61 feet to the Easterly line of a tract of land described in Deed Volume 47 at page 593, Klamath County Deed Records; thence Northeasterly along said Easterly line to a point on the North line of said SE1/4 NE1/4; thence North 89 degrees 29' 53" East on said North line, 591.88 feet to the Northwest corner of a tract of land described in Deed Volume M78, page 3535, Klamath County Deed Records; thence South 00 degrees 02' 28" West on the West line of the last mentioned tract of land, 300.00 feet to the Southwest corner thereof; thence North 89 degrees 29' 53" East on the South line of the last mentioned tract of land, 300.00 feet to the point of beginning of this description.

TOGETHER WITH a tract of land situated in the SE1/4 NE1/4 of Section 33, Township 38 South, Range 11 1/2 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the Northwest corner of said SE1/4 NE1/4; thence North 89 degrees 29' 53" East along the North line of said SE1/4 NE1/4; 316.65 feat to the Westerly line of a tract of land described in Deed Volume 47 at page 593, Klamath County Deed Records; thence Southwesterly along said Westerly line to the West line of said SE1/4 NE1/4; thence North 00 degrees 13' 13' East along the West line of said SE1/4 NE1/4, 508.39 feet to the point of beginning.

Tam Account No.: 3811 V3300 00500

Wm C/

3811 V3300 00500

STATE OF OREGON, County of Klamath

Filed for record at request of:

Mountain Title Co. on this \_\_\_\_\_\_ day of \_\_\_\_\_ A.D., 19 \_\_\_\_\_89 \_\_\_\_\_ o'clock \_\_\_\_\_ P\_M. and duly recorded in Vol. \_\_\_\_ M89 of Mortgages Page 18755 Evelyn Biehn County Clerk By Dauline Murlendere

Fee, \$18.00

Deputy.