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FORM No. 881—Oregon Trust Deed Series—TRUST D	DEED.	Vol. mgo Pe	ge <b>1198</b> 🏟
	TOUCH DEED		
THIS TRUST DEED, ME	ade this 12th day of OIL COMPANY, a partnership. Y D. BATSELL	composed of RICHARD R	BATSELL
Willi	Y D. BATSELL am'P. Brandsness	TO A VIEW RECOUNT OF THE SECOND	6/1/2014/19/14/19/14
as Grantor,	Nalley State Bank	ilitika masikania. Likup	
	WITNESSETH: ts, bargains, sells and conveys to tr County, Oregon, described as:		enter of the filter of the fil
Grantor irrevocably grant	ts, bargains, sells and conveys to		a here is a server of
		i Labor	

See attached Exhibit 2 by this reference made a part hereof. A CONTRACTOR OF THE A

TRUST DEED go was you, as account from their group of the mode made, I were a good that he applicance as the training of conservation. Or

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 said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

sum of Eighty Thousand and No/100 ----

sum of Elyilly industrial and No/IUU

Dollars, with interest thereon according to the terms of a promissory mote of even date herewith, payable to beneticiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable.

March 15, 1990 with rights to future advances and renewals the date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note the date of maturity of the event the within described property, or any part thereof, or any interest therein is sold, agreed to be 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, 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 therein, shall become immediately due and payable.

To protect the security of this trust deed grantor expression.

becomes due and payable. In the event the within desired without lirst havisold, conveyed, assigned or alienated by the grantor without lirst havisold, conveyed, assigned or alienated by the grantor without lirst havisold, conveyed, assigned or alienated by the grantor without lirst havisold, conveyed, assigned or alienated by the grantor agrees.

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

To protect preserv and maintain said property in good condition.

1. To protect, preserv and maintain said property in good condition.

1. To protect preserv and maintain said property in good condition and repair; not to remove waste of said property.

2. To coulding or improvement which may be constructed, damaged or manner and pay when due all costs incredulations, covenants, conditions and restrictions alterling said prenents pursuant to the Uniform Committee in the said code as the beneficiary so requests, for interest and to pay for filing such that the proper public office or olivers as well as the cost of all lies estable by the by filing officers or searching agencies as may be deemed dependent by the by filing officers or searching agencies as may be deemed dependent by the said under the heards as the beneficiary and from time to time require and such other hazards as the beneficiary and from time to time require in a companies acceptable to the beneficiary and from time to time require, in any other than the said premase against loss or damage by fire of the said premase against loss or damage by fire and such other hazards as the beneficiary and from time to time require, in a companies acceptable to the beneficiary and the said premase against loss or damage by fire in any other said policies of insurance now or hereafted and since the protect of insurance now or hereafted and the said policies of insurance now or hereafted and the said policies of insurance now or hereafted and the said policies of insurance now or hereafted and the said policies of insurance now or hereafted and the said pol

It is mutually agreed that:

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, benediciary shall have the under the right of eminent domain or condemnation, benediciary shall have the right, if it so elects, to equire that all or any portion of the monies payable as compensation lost taking, which are in excess the amount required to pay all reasonable costs, expenses and attorney's tees necessarily paid or to pay all reasonable costs, sepanses and attorney's tees, applied by it lirst and appellate courts, necessarily paid or incurred by benediciary in such proceedings, and the balance applied upon the indebtedness both in the trial and appellate courts, necessarily monitor incurred by benediciary in such proceedings, and the balance applied upon the indebtedness secured hereby, instruments as shall be necessary in obtaining such compensation, and the payable necessary in obtaining such compensation, and the payable necessary in obtaining such compensation, and the payable necessary in the payable of the indebtedness, trustee and it is less and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting endorsement (in case of full reconveyances, for cancellation), without affecting endorsement (in case of full reconveyances, for cancellation), without affecting endorsement (in case of full reconveyances, for cancellation), without affecting endorsement (in case of full reconveyances, for cancellation), without affecting endorsement (in case of full reconveyances, for cancellation), without affecting endorsement (in case of full reconveyances, for cancellation), without affecting endorsement (in case of full reconveyances) or cancellation), without affecting endorsement (in case of full reconveyances) or cancellation), without affecting the payable of the monitor of the payment of the indebtedness of the payable of the payable of the payable of the It is mutually agreed that:

granting any easement or creating any restriction thereon; (c) join in any granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge subordination or other agreement allecting this deed or the lien or charge thereof; (a) on the treating and the recitals thereof any part of the property. The grantine in my reconveyance may be described any matters or lacts shall fegally entitled, thereto, and the recitals therein any matters or lacts shall be not expensed in the paragraph shall be not from the paragraph of the paragraph shall be not from the paragraph shall be paragraph sh

property, and the application or release thereof as aloresaid, 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 his performance of any agreement hereunder, time being of the hereby or in his performance of any agreement hereunder, time being of the sense with respect to such payment and/or performance, the beneficiary may essence with respect to such payment and/or performance, the beneficiary may secured all sums secured hereby immediately defect to foreclose this trust deed event the hereitary at his election may proceed to foreclose this trust deed over the hereitary all sales, or may direct the trustee to pursue any other right or advertisement and sales, or may direct the the heneficiary may have. In the entered the secured hereitary elects to foreclose by advertisement and sale, the heneficiary of the beneficiary elects to foreclose by advertisement and sale, the heneficiary of the secured hereby whereupon the trustee of the solid switten notice of default of the trustee of the trustee of the secured hereby whereupon the trustee of the solid sale, and at any time prior to 5 days before the date the trustee conducts the sale, and at any time prior to 5 days before the date the trustee conducts the default or defaults. If the default consists of a failure to pay, when due, the default or defaults. If the default consists of a failure to pay, when due, the here he date has over the default of the failure of the failure of the cure other than such portion as would entire amount due at the firm of the cure other than such portion as would entire amount due at the firm of the cure other than such portion as would entire amount due at the firm of the cure other than such portion as would entire amount due at the firm of the cure other than such portion as would entire amount due at the firm of the cure other than such portion as would entire amount due at the firm

and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's less not exceeding the amounts provided together with trustee's and attorney's less 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 place designated in the notice of sale or the time to which said sale may place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The truste may sell said property either be postponed or in separate parcels and shall seld the time of sale. Trustee autoin to the highest bidder for cash, parable at the time of sale. Trustee shall deliver, to the purchaser its deed in form a required by law conveying shall deliver, to the purchaser its deed in form a rearranty, express or important property so sold, but without any convent or warranty, express or important property so sold, but without any convent or warranty, express or important property so sold, but without any convent of the stable be conclusive property of the rustee sells pursuant to the powers provided herein, trustee the grantor and beneticiary, may purchase at the sale.

shall apply the proceeds of sale to payment of (1) the express of sale, in shall apply the proceeds of sale to payment of (1) the express of sale, in the sale and the compensation of the trustee and a reasonable charge by trustee's cluding the compensation of the frustee and a reasonable charge by trustee's and as their interests may appear to the interest of the trustee in the trustee, in the surface, if any trustee his subsequent to the order of their priority and (4) the samplus, if any, to the grantor or the successor in interest entitled to such appoint any party and the property is suitasted, shall be conclusive product such appointment upon any trustee herein named or appointed hereunder. Each the successor trustee the latter shall be easted with all t

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 state of the Oregon State Bar, a bank, trust company or state of the Oregon of the United States in title insurance company authorized to insure title to real active member of the Oregon State Bar, a bank, trust company or state of the Oregon State Bar, a bank trust company or state of the Oregon State Bar, a bank trust company or state of the Oregon State Bar, a bank trust company or state of the Oregon State Bar, a bank trust company or state of the Oregon State Bar, a bank trust company or state of the Oregon State Bar, a bank trust company or state of the Oregon State Bar, a bank trust company or state of the Oregon State Bar, a bank trust company or state of the Oregon State Bar, a bank trust company or state of the Oregon State Bar, a bank trust c 36

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The grantor coven- seized in fee simple	ants and agrees to an	id with th	he beneficiary and those o y and has a valid, unenc	claiming under him, umbered title thereto	that he is law-
	The state of the s				
that he will warrant	and forever defend	the same	against all persons who	msoever.	
		THE STATE OF THE S			
Fig. 1. Sept. 1. Sept					
The grantor warrants	that the proceeds of the	loan repres	sented by the above described NAVANOSEN (SEN MATANIAM) MAT person) are for business or co	note and this trust deed	are:
(b) for an organizat	tion, or (even if grantor is	is a natural	person) are for business of so	, legatees, devisees, adm	inistrators, executors,
rsonal representatives, su	not named as a beneficia	ary herein. I	In construing this accural		And the first of the second second
IN WITNESS	WHEREOF, said gra	entor has l	hereunto set his hand the BATSELL BRO	day and year first at THERS OIL COMPAN RICHARD R. BATS	Ny a nartnersh
of applicable; it walland in t	s, by lining out, whichever w a) is applicable and the bene the Truth-in-Lending Act and the She Act and Regulation b	d Regulation	creditor n. Z. the By: Mulana required By: Mulana	C. R. Batrill	RALSE
s such word is defined in a	the Truth-in-Lending Act un- th the Act and Regulation I use Stevens-Ness Form No. 1 not required, disregard this	by making re 1319, or equ	required Richard By: Farm	R Batsell O Batsell V Batsell	
f the signer of the above is a c se the form of acknowledgemen	organian.		Larry D		
STATE OF OREGON,		) ) ss.	STATE OF OREGON,  County of Klame	ath	) ss.
		.)	This instrument was acknown 190, by Richard R	wledged before me on Batsell & Larr	
Control of the Contro	pysilla construction on the		of BATSELL BROTHER	S OIL COMPANY, A	a nartnership
	Notary Public for	Oregon	Noter's Public for Oregon	in the	S(SEA)
(SEAL) My commis	Notary Public for		My commission expires:	4/0/92	ns. Mannyon
A STATE OF THE STA			ST. FOR FULL RECONVEYANCE nly when abligations have been paid.		
70:		e de de la composition della c	, Trustee		Il sums secured by se
The undersigned	is the legal owner and ho	older of all	indebtedness secured by the are directed on payment to y prices of indebtedness secured thout warranty, to the partie	toregoing trust deed.  ou of any sums owing t  by said trust deed (wh	to you under the terms nich are delivered to y
	said trust deed) and to re u under the same. Mail re	econvey, wit econveyance	thout warranty, to the parte e and documents to		IIIS OI SBIG TRUST GEED
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said trust deed or pur herewith together with estate now held by you DATED:				Beneficiary	
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said trust deed or pur- herewith together with estate now held by you  DATED:  Do not lose or destre	oy this Trust Deed OR THE NOTE		tures, Both must be delivered to the tr	Beneficiary  trustee for cancellation before re	reconveyance will be made.
said trust deed or pure herewith together with estate now held by you DATED:	oy this Trust Deed OR THE NOTE	E which is secu	ures. Both must be delivered to the tr	Beneficiary  TATE OF ORE  County of	GGON,
said trust deed or purcher with together with estate now held by you DATED.  Do not lose or desire TRUS' (FORM STEVENS-NESS LAW)	oy this Trust Deed OR THE NOTE  T DEED M No. (881) CLIENT EXILE PUB. CO., PORTLAND, ORE.	E which II, secu		Beneficiary  STATE OF ORE  County of  Certify tha  was received for r	GGON,  at the within instrumrecord on the
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De net loss er destre  TRUS'  FORTER STEVENS-NESS LAW  BATSELL BROT  South Valley	T DEED  M NO. (881) C. LAGE COMPANY  HERS OIL COMPANY  State Bank  Beneliciary  ORDING RETURN TO  y State Bank	E which it seed	SPACE RESERVED	STATE OF ORE County of Certify tha was received for r of in book/reel/vok page ment/microfilm/ Record of Morts Witness	GGON,  at the within instrum record on the

## EXHIBIT 2

All that portion of Lot 70, ENTERPRISE TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows: Beginning at a point in the Southerly line of Sixth Street, at its intersection with a North and South line 390.0 feet West of the East line of Lot 70; thence South 358.7 feet and West 17.5 feet to an iron pipe which is the True Point of Beginning; thence West 109.97 feet to an iron pipe; thence South 295.3 feet to an iron pipe; thence on an 11 degree 30' curve to the left a distance of 52.5 feet more or less to an iron pipe; then East a distance of 107.71 feet to an iron pipe; thence North a distance of 347.8 feet to the True Point of Beginning, all as shown on Signal Oil Company Drawing C-944, dated April, 1946.

An easement and right of way over and across that certain property situate, lying and being in the County of Klamath, State of Oregon, more particularly described as follows: All that portion of Lot 70 of ENTERPRISE TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows: Beginning at a point in the South line of Sixth Street at its intersection with a North and South line 390.0 feet West of the East line of Lot 70; thence South 706.5 feet; thence West 17.5 feet; thence North along a North and South line 407.5 feet West of the East line of Lot 70 a distance of 718.43 feet to the intersection of said line with the South line of Sixth Street; thence Southeast along said street line 21.2 feet to the Point of Beginning, for the purpose of ingress and egress

Tax Account No: 3909 004AA 06300

P.P.B.

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