

17207

Vol. m90 Page 13381

Until a change is requested, all
tax statements shall be sent to
the following address:

Daniel G. and Elouise Brown
761 Arrowhead Road
Klamath Falls, Oregon 97601

Aspen Title #02035213
SPECIAL WARRANTY DEED

GEORGIA-PACIFIC CORPORATION, a Georgia corporation,
("Grantor"), conveys and specially warrants to DANIEL G. BROWN
AND ELOUISE BROWN, Husband and Wife, ("Grantees"), the real
property described in Exhibit A attached hereto free of
encumbrances created or suffered by Grantor except as
specifically set forth herein. *MB*

SUBJECT TO and including all matters of record; any visible
or apparent roadways, easements and rights-of-way over or
across the real property which do not appear of record.

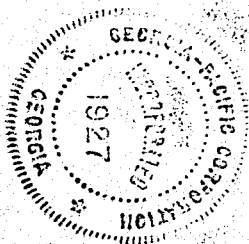
THIS INSTRUMENT will not allow use of the property
described in this instrument in violation of applicable Land
Use Laws and Regulations. Before signing or accepting this
instrument, the person acquiring Fee Title to the property
should check with the appropriate city or county planning
department to verify approved uses.

THE TRUE consideration for this conveyance is \$175,000.00.

13382

Dated this 2nd day of July, 1990.

GEORGIA-PACIFIC CORPORATION



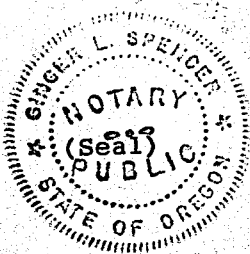
By: D. Mobley *WCE*
 Its: Vice President *CPE*

By: William Craig
 Its: Assistant Secretary

STATE OF OREGON)
) ss.
 County of Multnomah)

On this 2nd day of July, 1990, before me the undersigned, a Notary Public in and for said County and State, personally appeared Dewey Mobley and William Craig, known to me to be the Vice President and Assistant Secretary, respectively, of the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.



Ginger Spencer
 Ginger Spencer
 Notary Public - Oregon
 My Commission expires 3/25/94

EXHIBIT A

ALL THE FOLLOWING described real property situate in Klamath County, Oregon:

That portion of the NW 1/4 SE 1/4 lying Easterly of the Railroad right-of-way in Section 17, Township 28 South, Range 8 East of the Willamette Meridian in Klamath County, Oregon.

ALSO, the SW 1/4 SE 1/4 of Section 17, Township 28 South, Range 8 East of the Willamette Meridian, EXCEPT THEREFROM that portion lying within the right-of-way of Southern Pacific Company.

All that part of the NE 1/4 of the SE 1/4, Section 17, Township 28 South, Range 8 East, W.M., Klamath County, Oregon, as lies Westerly of the Westerly line of that certain property conveyed to the United States of America by deed recorded June 7, 1969, as instrument No. 32570 in Volume M 69, Page 4757 and Westerly and Northerly of the Easterly and Southerly line of that certain easement conveyed to Midstate Electric Cooperative, Inc. by Boise Cascade Corporation by deed recorded October 20, 1970, as instrument No. 45873, Volume M 70, Page 9353.

Together with an Easement to use the road in that certain Easement dated May 7, 1969, recorded June 7, 1969, as instrument No. 32570 in Volume M69, Page 475 from Boise Cascade Corporation to the United States of America with rights reserved and further conveyed to grantor by instrument dated April 1, 1976, recorded April 6, 1976 as instrument No. 12196 in Volume M76, Page 4811 of Klamath County Records as such rights pertain to the utilization of Grantor's lands within the West 1/2 of Southeast 1/4 of Section 17, Township 28 South, Range 8 East, Willamette Meridian.

SUBJECT TO THE FOLLOWING:

1. Subject to rules and regulations of Fire Patrol District.
2. Rights of the public in and to any portion of the herein described premises lying within the boundaries of roads or highways.
3. Easement for utilities over and across the premises formerly included within the boundaries of Lonroth, now vacated, if any such exist.
4. Reservations and restrictions in deed from Klamath County to D. D. Liskey and Dave Liskey, dated December 31, 1941, recorded December 31, 1941 in Book 143 at Page 540, Deed Records, as follows: "...subject also, to the right of grantor to enter property in order to survey, locate and

construct County Road from the vicinity of the Diamond Lake Junction Easterly toward Silver Lake, Oregon."

5. Reservations and restrictions contained in that certain deed executed by D. D. Liskey and Mabel Liskey, husband and wife, and Maude E. Liskey, individually and Maude E. Liskey, as Executrix of the Estate of Dave Liskey, deceased, on August 6, 1949 and recorded August 17, 1949 in Book 233 at Page 334, Deed Records, as follows: "...all minerals of every kind, including pumice, with the right to explore for and develop, take and mine the same and to have for the purpose of such development, mining or removing of minerals, use of all existing public roads."

6. That certain 99 year lease, including the terms and provisions thereof, executed August 12, 1949, wherein St. Helens Pulp and Paper Company, an Oregon Corporation, party of the first part, and A. W. Arnold and Maude E. Liskey, as Executrix of the Estate of Dave Liskey, deceased, parties of the second part, called the "Lessees", recorded August 17, 1949 in Book 233 at Page 345, Deed Records of Klamath County, Oregon.

Lessee's interest of Maude E. Liskey under the above Lease was assigned by instrument:

To: Weyerhaeuser Company, a Washington Corporation
Recorded: September 27, 1985
Book: M-85
Page: 15705
Fee No.: 53807

Said Instrument was re-recorded:

Date: October 10, 1985
Book: M-85
Page: 16438

7. The interest of A. W. Arnold as to 1/2 of 3/8 interest in the Mineral right as disclosed by Deed recorded in book 233 at Page 352, Deed Records.

8. Access Resstrictions, including ther terms and provisions thereof contained in Deed:

To: State of Oregon, by and through its State Highway Commission
Recorded: February 9, 1956
Book: 281
Page: 28

9. Reservations, including the terms and provisions thereof, contained in deed from Denver W. Parks, et ux., to Iron Mountain Lumber, Inc., recorded May 25, 1959 in Book 312 at Page 609, Deed Records of Klamath County, Oregon.

10. Supplemental Mortgage and Security Agreement, including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:

Mortgagor: Midstate Electric Cooperative
 Mortgagee: United States of America, acting through the Administrator of the Rural Electrification Administration (hereinafter called REA) and National Rural Utilities Cooperative Finance Corporation (hereinafter called CFC)
 Dated: August 9, 1972
 Recorded: August 14, 1972
 Book: M-72
 Page: 9038
 Amount: 12 certain mortgage notes in an aggregate principal amount of \$5,266,932.96, all of which will finally mature on or before September 18, 2004.

(Affects this and other property)

11. Easement, including the terms and provisions thereof:

For: Telephone line right of way
 Granted to: Telephone Utilities of Eastern Oregon, Inc., an Oregon Corporation
 Recorded: February 16, 1983
 Book: M-83
 Page: 2476
 Fee No.: 20531

12. Any conveyance or encumbrance by vestees herein should be executed pursuant to a proper resolution of the members voted at a duly called meeting of the membership in accordance with the By-Laws or other authority of the corporation.

NOTE: We find no Judgments or Federal Tax Liens against CIRCLE DE LUMBER COMPANY.

NOTE: Power of Attorney:
 Granted by: Daniel G. Brown and Elouise Brown
 To: Debra Paddock, at Attorney-in-Fact
 Recorded: April 30, 1984
 Book: M-84
 Page: 7139
 Fee No.: 36121

STATE OF OREGON, ss.
 County of Klamath

Filed for record at request of:

Aspen Title Co.
 on this 6th day of July A.D., 19 90
 at 4:11 o'clock P.M. and duly recorded
 in Vol. M90 of Deeds Page 13381
 Evelyn Biehn County Clerk
 By Debra Paddock Deputy.

Fee, \$48.00

(d) With respect to all or any part of the Property that constitutes personality, the rights and remedies of a secured party under the Uniform Commercial Code.

(e) The right, without notice to Grantor, to take possession of the Property and collect all rents and profits, including those past due and unpaid, and apply the net proceeds, over and above the Lender's costs, against the Indebtedness. In furtherance of this right the Lender may require any tenant or other user to make payments of rent or use fees directly to the Lender, and payments by such tenant or user to the Lender in response to its demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed.

(f) The right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property and to operate the Property preceding foreclosure or sale and apply the proceeds, over and above cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. The Lender's right to the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the Indebtedness by a substantial amount.

(g) Subject to any limitations imposed by law, the right to obtain a deficiency judgment in the event the net sale proceeds of any foreclosure sale are insufficient to pay the entire unpaid Indebtedness.

(h) Any other right or remedy provided in this Deed of Trust, the promissory note(s) evidencing the Indebtedness, any construction loan agreement, any other security document, or under law.

16.2 In exercising its rights and remedies, the Lender and Trustee shall be free to sell all or any part of the Property together or separately or to sell certain portions of the Property and refrain from selling other portions. The Lender shall be entitled to bid at any public sale on all or any portion of the Property.

16.3 The Lender shall give Grantor reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other intended disposition of the Property is to be made. Reasonable notice shall mean notice given at least ten days before the time of the sale or disposition.

16.4 A waiver by either party of a breach of a provision of this agreement shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by the Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Deed of Trust after failure of Grantor to perform shall not affect the Lender's right to declare a default and exercise its remedies under this paragraph 16.

16.5 In the event suit or action is instituted to enforce any of the terms of this Deed of Trust the Lender shall be entitled to recover from Grantor such sum as the court may adjudge reasonable as attorney's fees at trial and on any appeal. All reasonable expenses incurred by the Lender that are necessary at any time in the Lender's opinion for the protection of its interest or the enforcement of its rights, including without limitation, the cost of searching records, obtaining title reports, surveyors' reports, attorneys' opinions or title insurance, whether or not any court action is involved, shall become a part of the Indebtedness payable on demand and shall bear interest at the same rate as provided in the note from the date of expenditure until paid.

17. Notice.

Any notice under this Deed of Trust shall be in writing and shall be effective when actually delivered or, if mailed, when deposited as registered or certified mail directed to the address stated in this Deed of Trust. Either party may change the address for notices by written notice to the other party.

18. Succession; Terms.

18.1 Subject to the limitations stated in this Deed of Trust on transfer of Grantor's interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns.

18.2 In construing this Deed of Trust the term Deed of Trust or Trust Deed shall encompass the term security agreement when the instrument is being construed with respect to any personal property or fixtures.

18.3 Attorneys' fees. "Attorneys' fees," as that term is used in the note and in this Deed of Trust, shall include attorneys' fees, if any, which may be awarded by an appellate court.

Daniel G. Brown
Daniel G. Brown
Elouise Brown
Elouise Brown

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF OREGON

County of Klamath } ss. July 2, 19 90

Personally appeared the above-named Daniel G. Brown and Elouise Brown and acknowledged the foregoing instrument to be their voluntary act.

Before me:

Annette Seare
ANNETTE SEARE
NOTARY PUBLIC, OREGON
My Commission Expires 5/2/94
Notary Public for Oregon
My commission expires: 5/2/94

CORPORATE ACKNOWLEDGEMENT

STATE OF OREGON

County of _____ } ss. _____, 19 _____

Personally appeared _____, and stated that he, the said _____, who, being sworn, is a _____ and he, the said _____ is a _____

of Grantor corporation and that the seal affixed hereto is its seal and that this Deed of Trust was voluntarily signed and sealed on behalf of the corporation by Authority of its Board of Directors.

Before me:

Notary Public for Oregon
My commission expires: _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF OREGON

County of _____ } ss. _____

Personally appeared _____, who, being sworn, state that he executed the foregoing instrument and is/are member _____ of the partnership of _____ and acknowledged that he executed said instrument freely and voluntarily on behalf of said partnership.

Before me:

Notary Public for Oregon
My commission expires: _____

REQUEST FOR RECONVEYANCE

To Trustee:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Date _____

EXHIBIT A

This Exhibit refers to Deed of Trust dated July 2, 1990 in the amount of \$175,000.00 signed by Daniel G. Brown and Elouise Brown

ALL THE FOLLOWING described real property situate in
Klamath County, Oregon:

That portion of the NW 1/4 SE 1/4 lying Easterly of the Railroad right-of-way in Section 17, Township 28 South, Range 8 East of the Willamette Meridian in Klamath County, Oregon.

ALSO, the SW 1/4 SE 1/4 of Section 17, Township 28 South, Range 8 East of the Willamette Meridian, EXCEPT THEREFROM that portion lying within the right-of-way of Southern Pacific Company.

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D.G.B.
D.G.B.

E.B.
E.B.

7/2/90
DATE

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of ASpen Title Co. the 6th day
of July A.D., 19 90 at 4:11 o'clock P M., and duly recorded in Vol. M90
of Mortgages on Page 13386.

Evelyn Biehn - County Clerk

By Elouise Messlandere

FEE \$23.00

Return: ATC