Vol. M9D Pari 13832 9

in book and Professor for

FORM No. 881-Oregon Trust Deed Se	ries—TRUST DEED.		SED		age dodz
° 47454	ase01 - 4	TRUST I		JUNE ACTAL CA	19.90 , between
THIS TRUST D	EED, made this	29TH d	ay of		
HOLL LOGGING COMP	ĀNY.			General Francis	as Trustee, and
	VILLIAM P. BRAND	SNESS		A CONTRACTOR	
as Grantor,			a de divers	and the state of t	

SOUTH VALLEY STATE BANK

as Beneficiary,

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust; with power of sale, the property in KLAMATH County, Oregon, described as:

A parcel of land laying in Government Lot 4, Section 19, Township 41 South, Range 13

A parcer of fand raying in government Lot 4, Section 19, Township 41 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon; more particularly described as

Beginning at a point South 89° 25' 47" East 1766.62 feet from a railroad spike marking the southwest corner of Section 19 (as shown on Klamath County recorded survey #1827) said point being on the southerly line of Section 19 and on the easterly edge of a 30 fog said point being on the southerly line of Section 19 and on the easterly edge of a 30 fod wide irrigation canal; running thence along the easterly edge of the canal, North 20° 47" by East 106.13 feet; thence North 33° 16' 35" East 288.33 feet; thence leaving the canal edge, South 89° 25' 47" East 148.69 feet; thence South 00° 34' 13" West 342.20 feet to the South line of Section 10. thence North 80° 25' 47" Most 341 10 feet to the south line of Section 10. thence North 80° 25' 47" Most 341 10 feet to the south 10° 25' 47" Most 341 10 feet 10° 47" Most 341 10 feet 10° 47" Most 341 10° to the South line of Section 19; thence North 89° 25' 47" West 341.18 feet to the point

herein, shall become immediately due and payable.

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

To protect, preserve and maintain said property in good condition
1. To protect, preserve and maintain said property in good condition
and repair; not to remove or demolish any building or improvement thereon;
not to commit or permit any waste of said property.

To complete or restore promptly and be constructed, damaged or
manner any building or improvement which may be constructed, damaged or
destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to
tions and restrictions affecting statements pursuant to the Uniform Commerjoin in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the
proper public office or offices, as well as the cost of all lien searches made
by filing officers or searching agencies as may be deemed desirable by the
beneficiary.

To comply we have a such as the cost of all lien searches made
beneficiary may require and to provide and continuously maintain insurance on the buildings

cial Code as the beneficiary may require and to pay to filing same in the proper public office or offices, as well as the cost of all lien searches made beneficiary may require and to pay to filing same in the proper public office or offices, as well as the cost of all lien searches made beneficiary or ovide and continuously maintain insurance on the buildings beneficiary.

\*\*To provide and continuously maintain insurance on the buildings and such other harards as the proper continuously maintain insurance on the public of the said premises against loss or damage by fire and such other harards as the proper continuously maintain insurance on the public of the said premises against loss or damage by fire and such other harards as the proper continuously maintain insurance on the public of the said premises and to policie of insurance shall be delivered to the beneficiary with loss payable to the latter; all of the grantor shall fail or any reason to procure any such insurance and to policie of insurance shall be delivered to the beneficiary as soon as insurance in the grantor shall fail or any reason to procure any such insurance and to policie said policies to the beneficiary at least litteen days prior to the expiration of the said policies to the beneficiary at least litteen days prior to the expiration of the procure and procure of the procure and the procure and the procure and the procure of the proc

It is mutually agreed that:

1t is mutually agreed that:

8. In the event that any portion or all of said property shall be taken as. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right is selects, 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 attorney's less necessarily paid or incurred by granto in such proceedings, shall be paid to beneficiary and incurred by it first upon any reasonable costs and expenses and attorney's less, possible by it first upon any reasonable costs and expenses and attorney shall be paid to incurred by the proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request upon written request of beneficiary, payment of its less and presentation or this deed and the note for liciary, payment of its less and presentation cancellation), without allecting endorsement (in case of full reconveyances, for cancellation), without allecting the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness, trustee may the liability of any person for the payment of the indebtedness.

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; (d) reconvey, without warranty all or any part of the property. The thereof; and many part of the presson or person and the reconstant therein of any matters or facts shall legally entitled thereto, and the recitals therein of any matters or facts shall services mentioned in this paragraph shall be not less than \$5.

Or Upon any default by fact, by agent or by a receiver to be appointed by a court, and without person, by agent or by a receiver to be appointed by a court, and without refer upon and take possession of said properties where the properties are the properties of the refer of the properties acosts and expenses of operation and collection, including reasonable attenties and properties acosts and expenses of operation and collection, including reasonable attenties and the properties acosts and expenses of operation and collection, including reasonable attenties and the properties acosts and expenses of operation and collection, including reasonable attentions and the properties acosts and expenses of operation and collection, including reasonable attentions and the properties and the properties acosts and expenses of operation and collection, including reasonable attentions are properties.

leave and profits, including those past due and unpaid, and apply the same, leave costs, and expenses of operation and collection, including reasonable attorious's tees upon any indebtedness secured hereby, and in such order as beneficiary may, determine, upon and taking possession of said property, the insurance policies or control of such rents, issues and profits, or the proceeds of tire and other collection of such rents, issues and profits, or the proceeds of tire and other property, and the application or awards for any taking or damage of the insurance policies or control or release thereof as afordands and come property, and the application or release thereof as afordands any act done wave 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 desence with respect to such payment and/or performance, the beneficiary may addediate all sums secured his election may proceed to forelose this trust deed ying equity as a mortigage or may direct the trustee of coreclose this trust deed ying equity as a mortigage or may direct the trustee to pursue any other right or remedy, sither at least to foreclose by advertisement and sale, the beneficiary and his election to sell the said described real property to satisfy the original of the trustee shall be trustee shall fix the time and place of all such as a secured, hereby whereupon the trustee shall fix the time and place of such gives and his election to sell the said described real property to satisfy to said, give and his election to sell the said described real property to satisfy the said the trustee shall fix the time and place of said, give and the proposition of the proposition of pay, when the trustee of the case of the case of the case of the payment and proceed to foreclose this trust deed the dealult

together with trustee's and attorney's fees 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 proposed as provided by law. The trustee may sell said property either he postponed as provided by law. The trustee may sell said property either in one, parcel or in separate parcels and shall sell the parcel or parcels at justicion to the highest bidder for cash, payable at the time of sale. Trustee attackion to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser if deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or important the recitals in the deed of any matters of fact shall be conclusive properties. The recitals in the deed of any matters of lact shall be conclusive properties of the trustee. Any person, excluding the trustee but including the fermion and beneficiary, may purchase at the sale.

Shall apply the proceeds of sale to payment of (1) the expenses of sale, install apply the proceeds of sale to payment of (2) to the obligation secured by the touch trustee and a recorded fiens subsequent to the interest deed, (3) to all persons attorney, (2) to the obligation secured by the touch trustee in the trust having recorded fiens subsequent to the interest of the trustee in the trust having recorded fiens subsequent to the order of their priority and (4) the deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

surplus, il any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneticiary may from time to time appoint a successor or successor to any trustee named herein or to any successor trustee appointed herein or to any successor trustee appointed for trustee, the latter shall be vested with all title, powers and duties conferred trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appoint herein herein herein herein instrument executed by any the successor trustee and the mortkee records of the county or counties in which, when recorded in the mortkee records of the county or counties in which he property is situated, shall be conclusive proof of proper appointment which he property is situated, shall be conclusive proof of proper appointment which he property is situated, shall be appointed by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed trust or of any action or proceeding in which granton beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

an attainey, who is an active member of the Oregon State: Bar, a bank, trust company of the United States, a title insurance company authorized to insure title to real additional title of the United States, a title insurance company authorized to insure title to real to States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585, NOTE: The Trust Deed Act provides that the trustee hereunder must be eith or savings and loan association authorized to do business under the laws property of this state, its subsidiaries, offiliates, agents or branches, the Un

The grantor covenants and agrees to and with fully seized in fee simple of said described real proper	the beneficiary and tho	se claiming under him, that he is law-
fully seized in tee simple of said described real propel	an in the second of the second	Ambilitaries france (all officers) a penalting at the most of the second
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and that he will warrant and forever defend the sam	ne against all persons wi	nomsoever.
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	The state of the s	Medication is a single result of the Maria San and the Maria San a
		<ol> <li>A. M. Marchell, M. Martin, and A. Sangara, and A.</li></ol>
The grancor wascomes that the proceeds of the loan repre	sented by the above describe X XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	d note and this trust deed are:
(b) for an organization, or (even it grantor is a natura  This deed applies to, inures to the benefit of and binds	person, are to business of	
personal representatives, successors and assigns. The term bene	ticiary shall mean the holde. In construing this deed and	
gender includes the teminine and the neuter, and the singular n IN WITNESS WHEREOF, said grantor has	umber includes the plural.	A dispersion of the contract of the contract of the con-
r de la composition de la composition La composition de la	UNITEDOCCU	
* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) not applicable; if warranty (a) is applicable and the beneficiary is a as such word is defined in the Truth-in-Lending Act and Regulation	creditor	Jan - 1 mlare
beneficiary MUST comply with the Act and Regulation by making a disclosures: for this purpose use Stevens-Ness Form No. 1319, or equ	required	Fresident
If compliance with the Act is not required, disregard this notice.	)/<	Secretary/Treasurer
(If the signer of the above is a corporation, use the form of acknowledgement opposite.)	A STATE OF THE STA	
STATE OF OREGON,	STATE OF OREGON,	Asserting the control of the control
County of	County ofKLAMAT	H) wledged before me onJUNE 29,
JUNE 29 19 90 by	19 90 by DENNIS V.	HOLL AND KATHERINE HOLL SECRETARY/TREASURER
DENNIS V. HOLL AND KATHERINE HOLL	of HOLL LOGGING	CO.
	्राच्या । विशेषात्र । विशेष विशेषात्र । विशेषात्र	Debra Stylotoc
(SEAL)	Notary Public for Olegon	DEBRA L. WETLE (SEAL)
My commission expires:	My commission expres:	NOTARY PUBLIC-OREGON minission Expires — 2-8-90
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A Company of the Comp	Trustee,	es a self and all sums secured by said
The undersigned is the legal owner and holder of all in trust deed have been fully paid and satisfied. You hereby are said trust deed or pursuant to statute, to cancel all evidence	directed on navment-to vo	u of any sums owing to you under the terms of
herawith together with said trust deed) and to reconvey, with	out warranty, to the parties	designated by the terms of said trust deed the
estate now held by you under the same. Mail reconveyance a	and the second of the second of the second of	र्वे प्राप्त । स्वर्षेत्र प्राप्त । स्वर्षेत्र कृति क्षार्यकृतिकार स्वरूपान्त्र । स्वरूपान्त्र । सुर्वे स्वरूपान्त्र । स्वरूपान्त्र ।
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canal edge, Seath 527 25: 27" East 14	ca you <u>ch call the do</u>	Series <b>Beneficiary</b>
Citing GGds Control Doc 32 Tan Exert 19 pt page 100-13 18st peed OR THE NOTE which is seven	2 (0 ) 32	ee for concollation before reconveyance will be made.
Polar loging polur on the south with the south	a of Section 19 27. Bilings time national	र विद्याप्तक प्रियाणिकार का सिक्षा का कार्यक्र कर कार्यक्र इतिकार इक्षका प्रकार कार्यक्र के कार्यक्रिक कर है। है
TRUST DEED		
10 11 0 2 ° man 1	the control of the part of September 2018 and the	County of
	LC1/13/500110/19	was received for record on the ZIn day
HOLL LOGGING CO. SAND COMPANY TO MAKE	nd advisers to trastory	of July ,19.90, at 4:07 o'clock P.M., and recorde:
Granter	SPACE RESERVED	in book/reel/volume No. M90 on page 13832 or as fee/file/instru-
COUTH VALLEY CTATE DAMK 1993 6 1 03 40	FOR RECORDER'S USE	ment/microfilm/reception No. 1/454,
NATIONAL AND HARDER 22		Record of Mortgages of said County.  Witness my hand and seal of
Beneficiary AFTER RECORDING RETURN TO		County affixed.
SOUTH VALLEY STATE BANK		Evelyn Biehn, County Clerk
801 MAIN STREET KLAMATH FALLS, OR 97601	Teust peed	By Servetha & felsch Deputy