

THIS TRUST DEED, made this 24th day of January, 1992, between
Ranch, Inc., an Oregon corporation,

WITNESSETH:

Legal description on attached Exhibit A

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of \$300,000 per note payable by Wray Partnership to the order of beneficiary

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable.

not to commit or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike 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 join in executing such laws, ordinances, regulations, covenants, conditions and restrictions, and to pay the expenses incurred pursuant to the Uniform Commercial Code in the execution of such laws, ordinances, regulations, covenants, conditions and restrictions; to pay the expenses incurred by the beneficiary in the proper and lawful prosecution of any civil or criminal action or proceeding brought by or on behalf of the 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.

[illegible]

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee; and in any suit for the foreclosure of this deed, to pay all costs and attorney's fees; including evidence of title and the expenses of the attorney's fees; the amount of the costs and attorney's fees mentioned in this paragraph; in all cases shall be awarded to the beneficiary or trustee as determined by the trial court and in the event of an appeal from any judgment rendered by the trial court, grantor further agrees that such sum as the appellate court shall agree to be reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

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, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by him, first, upon any reasonable costs and expenses and attorney's fees, applied by the trial and appellate courts, necessarily paid or incurred by beneficiary in such 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.

9. At any time and from time to time upon written request of beneficiary, grantor shall pay to beneficiary the interest on the indebtedness evidenced by its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in

10. Upon any default by grantor hereunder, Beneficiary may at any time without notice, either in person by agent or by a receiver to be appointed by the court, take possession of the property secured by this deed of trust and indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and the principal and interest thereon, together with all costs and expenses of operation and of this deed of trust and indebtedness hereby secured, and in such order as Beneficiary may determine.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement herunder, time being of the essence with respect to such payment and performance, the beneficiary may declare all sums due to him immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary shall elect to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and election to foreclose, and the trustee shall thereupon cause the property and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of such sale and notice thereof as then required by law. **RES 86-735 to 86-795.**

[illegible]

15. When trustee sells pursuant to (1) or (2) the proceeds provided herein, trustee shall apply the proceeds in the following order: (1) the expenses of sale, (2) the closing costs of the trustee and a reasonable charge by trustee to the attorney, (3) to the obligation secured by the trust deed, (4) to all persons having recorded liens subsequent to the interest of the grantor or his successor in having recorded liens subsequent to the interest of the grantor or his successor in and to the extent of their priority and (4) to the grantor or his successor in interest entitled to surplus proceeds, if any, to the grantor or to his successor in interest entitled to surplus proceeds.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by the beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trust shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto except first trust deed to The Travelers.

and that he will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
(a)* primarily for grantor's personal, family or household purposes (see Important Notice below),
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

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) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

(If the signer of the above is a corporation, use the form of acknowledgement opposite.)

STATE OF OREGON,)
County of _____) ss.

This instrument was acknowledged before me on _____, 19____, by _____

(SEAL)

Notary Public for Oregon

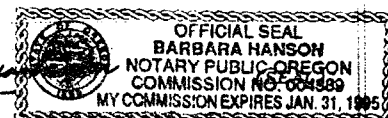
My commission expires: _____

STATE OF OREGON,)
County of Klamath) ss.

This instrument was acknowledged before me on January 24th, 1992, by Michael B. Whay
as _____
of W.C. Ranch, Inc.

Notary Public for Oregon

My commission expires: 1/31/95



REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to _____

DATED: _____, 19____

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(FORM No. 881-1)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

W.C. Ranch, Inc.

Grantor

Basin Fertilizer and
Chemical Co.

Beneficiary

AFTER RECORDING RETURN TO

RICHARD N. BELLHER
815 WASHBURN WAY
KLAMATH FALLS, OR. 97603

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,)
County of _____) ss.

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____ Deputy

EXHIBIT "A"
LEGAL DESCRIPTION

Parcel 1

to
Second Trust Deed

All the following described real property situated Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon:

Section 16: NW1/4 NW1/4; S1/2 N1/2; N1/2 S1/2; N1/2 SW1/4 SE1/4; N1/2 SE1/4 SE1/4; SW1/4 SW1/4 EXCEPT any portion of the SW1/4 SW1/4 lying Southwesterly of the Great Northern Railroad right of way.

Section 20: Government Lot 4

Section 21: Government Lots 4, 9, 10 and 11, EXCEPTING that portion of Government Lot 9, lying South of Lost River. ALSO EXCEPTING that portion of Government Lot 11 lying within the following description:

Beginning at a 5/8 inch iron pin on the Southwesterly right of way line of the Great Northern Railroad right of way from which the section corner common to Section 16, 17, 20 and 21, Township 40 South, Range 10 East of the Willamette Meridian bears North 53 degrees 48' 36" West a distance of 667.31 feet; thence North 44 degrees 00' 00" West along said right of way 1076.20 feet to a point on the Northerly line of a tract of land described in Volume 360, page 132, Deed Records of Klamath County, Oregon; thence North 73 degrees 00' 00" West along said Northerly line 276.12 feet to a point on the Southeasterly right of way line of Zuckerman Road; thence South 33 degrees 09' 20" West along said Southeasterly right of way line 331.87 feet; thence South 50 degrees 47' 36" East 292.42 feet to a point on the South line of Section 17, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon; thence Southerly along the high water line of Lost River the meander line of which is as follows: South 48 degrees 52' 32" East 232.66 feet; thence South 52 degrees 04' 05" East 237.21 feet; thence leaving said high water line North 53 degrees 04' 05" East 173.12 feet; thence South 26 degrees 20' 35" East 105.18 feet; thence South 44 degrees 00' 00" East 162.43 feet; thence North 78 degrees 45' 30" East 354.64 feet to the point of beginning.

TOGETHER with an easement 20 feet in width for the purpose of egress and ingress, the centerline of which is more particularly described as follows: Commencing at the most Southeasterly corner of the above described parcel; thence North 44 degrees 00' 00" West 392.41 feet to the point of beginning for this easement; thence South 48 degrees 51' 55" West 168.04 feet; thence South 70 degrees 36' 00" West 110 feet.

(continued)

Legal description continued

Section 22: NW1/4 NW1/4; S1/2 NW1/4; NW1/4 SW1/4 EXCEPT portion lying Southerly of Hill Road; E1/2 SW1/4; W1/2 SE1/4; SW1/4 SW1/4

Section 23: E1/2 W1/2; W1/2 NE1/4; NW1/4 SE1/4

Section 26: NE1/4 NW1/4

Section 27: Government Lots 5, 6, 7, 8 and 9; SE1/4 SE1/4; N1/2 NW1/4; SE1/4 NW1/4; W1/2 NE1/4

LESS the following: Beginning at a 5/8 inch iron pin marking the Northeast corner of the NW1/4 NE1/4 of said Section 27; thence South 00 degrees 33' 36" West, along the East line of said NW1/4 NE1/4 of said Section 27, 1382.64 feet, more or less, to the Northerly right of way line of Hill Road, a county road; thence Northwesterly along the Northerly right of way line of said Hill Road 1300 feet, more or less, to a one-inch iron pin at the intersection of said right of way line with a fence running Northeast; thence along said fence and the Northeasterly projection thereof North 42 degrees 12' 33" East 542.46 feet to a one-inch iron pin set in the center of a dirt road; thence leaving said fence line North 35 degrees 05' 31" East 392.34 feet to a point on the North line of said Section 27, said point being marked by a one-inch iron pin; thence North 89 degrees 58' 17" East along the said North line of said Section 27, 420.67 feet to the point of beginning.

AND ALSO SAVING AND EXCEPTING THEREFROM a parcel of land situated in the SE1/4 SE1/4, in Government Lot 5, and in Lot 6 all being in Section 27, Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at a point where the South line of said Section 27 intersects the Westerly right of way line of the Burlington Northern Railroad, from which the Southeast corner of said Section 27 bears South 89 degrees 38' 24" East, 1097.43 feet; thence North 28 degrees 45' 24" West, along said right of way line, 1029.75 feet; thence South 61 degrees 14' 36" West, 50.80 feet; thence North 26 degrees 43' 24" West, 655.60 feet; thence along the arc of a 5629.65 foot radius curve to the left (delta equals 01 degrees 10' 05"), 114.77 feet to the South line of a drainage easement; thence South 57 degrees 42' West along the South line of said drainage easement, 275.64 feet more or less to a point on the mean high water line of the left bank of Lost River; thence Southeast along said mean high water line to a point on the South line of said Section 27; thence South 89 degrees 38' 24" East, along said South line 751.73 feet, more or less, to the point of beginning.

Section 28: Lot 4

EXCEPTING from the above described lands, right of way for Great Northern Railroad as set out in transcript of Decree dated June 6, 1931, recorded November 2, 1931 in Volume 96, page 246, Deed Records of Klamath County, Oregon.

2015

Legal description continued

Parcel 2

S1/2 SE1/4 SE1/4 Section 16, Township 40 South, Range 10 East of the
Willamette Meridian, Klamath County, Oregon.

* * * END * * *

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 30th day
of Jan. A.D., 1992 at 8:52 o'clock A M., and duly recorded in Vol. M92
of Mortgages on Page 2011.

Evelyn Biehn County Clerk

By Pauline Mullendore

FEE \$28.00