| FORM No. 881—Oregon Trust Deed Series—TRUST DEED. | 1,91 11111111111 | COPYRIGHT 1990 | STEVENS-NESS LAW PU | BLISHING CO., PORTLA | NO. OR STAC |
|---|---------------------|-------------------|---------------------|----------------------|-------------|
| NE 59828 | TRUST | DEED | Vol.mg3 | Page <u> 76</u> | 44 |
| THIS TRUST DEED; made this | - let | ev of Febru | iarv | 19.93., | between |
| POPE RANCHES, I | VC on Orogon | Corporation | | | - V |
| | Nu.,anor egon | | | | 1.00 |
| as Grantor, KLAMATH COUNTY | TITLE COMPANY | | | , as Trus | tee, and |
| J. RANDALL POPE | 75.154C1 | | gaganas parasistant | | |
| as Beneficiary, | WITNES | SETH: | | | |
| Grantor irrevocably grants, bargai | ins, sells and conv | eys to trustee in | trust, with powe | r of sale, the | property |

Beginning at the center line of Pope Road at the Southwest corner of the NELSE's of Sec. 4, T. 41, R. 11 EWM, Klamath County, Oregon, thence East 265 feet on the South line of the NE SE of said section; thence North 100 feet; thence West 265 feet; thence South 100 feet to the point of beginning. Pope Road being the West boundary of said property.

together with all and singular the tenements, hereditaments and apputtenances 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 connecitelegates approximately, the state of the same of the tion with

sum of One Hundred Eighteen Thousand Nine Hundred Sixty-seven and 50/100ths==

sold, conveyed, assigned or alienated by the frantor without first then, at the beneficiary's option, all obligations secured by this instruction, at the beneficiary of option, all obligations secured by this instruction, and the security of this trust deed, frantor agrees.

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

1. To protect, preserve and maintain said property in 600 condition and repair; not to tenove or demoi said property.

1. To comply in the tenove or demoi said property.

To comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property; if the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for lining same in the proper public office or offices, as well as the cost of all line search by the beneficiary. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary way spont time to time require, in an amount not less than \$111.5ULADIE VALUE.

To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary will loss payable to the latter; all policies of insurance shall be delivered to the beneficiary will loss payable to the latter; all policies of insurance shall be delivered to the beneficiary will loss payable to the latter; all policies of the beneficiary and procure any part thereof, may procure the murance policy may be applied by beneficiary of procure any part thereof, may be expected, or any part thereof, may be released to grantor. Such application or receives shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep said premises free from construction lies and property before any part of any part the received b

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, 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, which are 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 it lirst upon any reasonable costs and expenses and attorney's fees, both in 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, payment of 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

granting any easement or creating any restriction thereon: (c) join in any subordination or other agreement allecting this deed or the lien or charke thereot; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals thereto any matters or, lact's shall be conclusive proof of the truthfulness thereof. Trustee's for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor horeunder, beneficiary may at any pointed by a court, and without regard to the adequate of the indebtedness hereby secured, enter upon and takhoesession of said property or any part thereof, in its own name and takhoesession of said property or any part thereof, in its own name and the security of the indebtedness hereby secured, enter upon and takhoesession of said property or any part thereof, in its own name and unpaid, and apply the same, less costs and expenses of operation and collection, including those past turn and unpaid, and apply the same, less costs and expenses of operation and collection, including those past turn and unpaid, and apply the same, less costs and expenses of operation and collection, including these secured hereby, and in such order as henciliciary may determine upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of ine and other insurance policies or expension or release thereof as aloresaid, shall not cure or waive and the property and the property

together with trustee's and attorney's tees 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 parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in Jorn as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers novided herein, trustee shall apply the proceeds of sale to payment of (1) the express of sale, including the compensation of the trustee and a reasonable charge by trustees attorney. (2) to the obligation secured by the surplus. As a surplus. It amy, to the grantor or to his successor in interest entitled to such surplus.

18. Repetitivery may from time to time annoint a successor or successor or successor in interest entitled to such surplus.

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

16. Beneficiary may from time to time appoint a successor or successor so 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 beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive groot of proper appointment of the successor trustee.

17. Trustee excepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee in not 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 trustee shall be a party unless such action or proceeding is brought by trustee.

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 savings and loan association authorized to do business under the laws of Oregon or the United States; a title insurance company authorized to insure zitle to rea property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.5C5 to 696.5S5

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

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

| The grantor warrants that t (a)************************************ | he proceeds of the loan represented in the proceeds of the loan represented in | by the above described note and this trust deed are: |
|---|--|--|
| This deed applies to, inures | to the benefit of and to | are for business or commercial purposes. |
| I and the | te neuter and the sing t | and this deed and whenever it |
| WIINESS WHER | EOF, said grantor has hereunt | cludes the plural. O set his hand the day and year first above written. |
| not applicable is Delete, by lining | 9 out, whichever warrants (-1 - 1) | |
| beneficiary Alice | in-Lending Act and Pagulation | POPE RANCHES, INC. |
| beneficiary MUST comply with the Act disclosures; for this purpose use Stevens If compliance with the Act is not require | | By June 1 |
| | 7. The state of th | Lynn R. Pope, President |
| | | |
| | E OF OREGON, County of | KLAMATH) ss. |
| [Par 돌면소프라 # #28] - A. A 12 72 (바람) | This instrument was acknowled | |
| by | This instrument was acknowled | iged before me on March 3/ 19 9 |
| | Lynn R. Pope President | |
| OFFICIAL COL | POPE RANCHES, INC. | |
| NOTARY PUBLIC OREGON | | Tit- ID |
| MY COMMISSION NO. 019707 MY COMMISSION EXPIRES DEC. 16, 19 | 996 | much silver |
| | My | commission expires 12/16/9 Public for Oreg |
| | | |
| | REQUEST FOR FULL RECO | MVEYANCE AND THE REAL PROPERTY OF THE PROPERTY |
| 70: | 집하다 # 45 - 1995년 [| 18 Nave been paid. |
| | , Trustee | |
| trust deed have been fully paid and se | ner and holder of all indebtedness at | cured by the loregoing trust deed. All sums secured by sai |
| nerewith together with said trust don't | evidences of indebted | iness secured by said 4 to you under the terms of |
| estate now held by you under the same | e. Mail reconveyance and do | doess secured by said trust deed (which are delivered to you to the parties designated by the terms of said trust deed that to the parties designated by the terms of said trust deed the |
| DATED: | A CANADA A | |
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| De not lose or destroy this Trust Deed OR | THE NOTE which it secures. Both must be deli | vered to the trustee for cancellation before reconveyance will be mode. |
| | THE NOTE which if secures, Both must be deli | Beneficiary vered to the trustee for cancellation before reconveyance will be made. |
| TRUST DEED | THE NOTE which it secures. Both must be deli | vered to the trustee for cancellation before reconveyance will be mode. |
| TRUST DEED | | vered to the trustee for cancellation before reconveyance will be made. STATE OF OREGON. |
| TRUST DEED (FORM No. 881) STEVENS-NESS LAW PUB. CO. PORTLAND ORI | | vered to the trustee for cancellation before reconveyance will be made. STATE OF OREGON, County of Klamath ss. |
| TRUST DEED | | state of County of Klamath I certify that the within instrument was received for record on the 13th day |
| TRUST DEED (FORM No. 881) STEVENS-NESS LAW PUB. CO. PORTLAND ORI | | STATE OF OREGON, County of Klamath I certify that the within instrument was received for record on the 13th day of April 10 93 |
| TRUST DEED FORM No. 881) STEVENS. NESS LAW PUB. CO. PORTLAND ON POPE RANCHES. INC. | | STATE OF OREGON, County of Klamath I certify that the within instrument was received for record on the 13th day of April 19.23 at 2:53 o'clock P.M., and recorded in book/reel/volume No. M93 |
| TRUST DEED [FORM No. 881] STEVENS-NESS LAW PUB. CO. FORTLAND ORI | SPACE RESERVED FOR | STATE OF OREGON, County of Klamath I certify that the within instrument was received for record on the 13th day of April 193 at 2:53 o'clock P.M., and recorded in book/reel/volume No M93 on page 7644 or as fee/file/instru |
| TRUST DEED FORM No. 881) STEVENS-NESS LAW PUB. CO. PORTLAND ON POPE RANCHES. INC. | SPACE RESERVED FOR RECORDER'S USE | STATE OF OREGON, County of Klamath I certify that the within instrument was received for record on the 13th day of April 193 at 2:53 o'clock P.M., and recorded in book/reel/volume No. M93 on page 7644 or as fee/file/instrument/microtilm/reception No. 59828 |
| TRUST DEED FORM No. 881) STEVENS.NESS LAW PUB. CO. FORTLAND.ORI POPE RANCHES, INC. Gra J. Randall Pope Bonetici | SPACE RESERVED FOR RECORDER'S USE | STATE OF OREGON, County of Klamath I certify that the within instrument was received for record on the 13th day of Apxil 193 at 2:53 o'clock P.M., and recorded in book/reel/volume No M93 on page 7644 or as fee/file/instrument/microfilm/reception No 59828, Record of Mortgages of said County |
| TRUST DEED [FORM No. 881] STEVENS-NESS LAW PUB. CO. PORTLAND ORI POPE RANCHES. INC. Gra. J. Randall Pope Benetici | ntor SPACE RESERVED FOR RECORDER'S USE | STATE OF OREGON, County of Klamath I certify that the within instrument was received for record on the 13th day of April 193 at 2:53 o'clock P.M., and recorded in book/reel/volume No. M93 on page 7644 or as fee/file/instrument/microtilm/reception No. 59828, Record of Mortgages of said County. Witness my hand and seel of |
| TRUST DEED [FORM No. 881] STEVENS-NESS LAW PUB. CO. FORTLAND ORI POPE RANCHES, INC. Gra J. Randall Pope Benefici AFTER RECORDING RETURN TO ACOMINI & KNIEPS - ATTORNEY | ntor SPACE RESERVED FOR RECORDER'S USE | STATE OF OREGON, County of Klamath I certify that the within instrument was received for record on the 13th day of April 19 93 at 2:53 o'clock P.M., and recorded in book/reel/volume No. M93 on page 7644 or as fee/file/instrument/microfilm/reception No. 59828 Record of Mortgages of said County. Witness my hand and seal of County affixed. |
| TRUST DEED [FORM No. 881] STEVENS-NESS LAW PUB. CO. FORTLAND ORI POPE RANCHES, INC. Gra J. Randall Pope Benetici AFTER RECORDING RETURN TO ACOMINI, & KNIEPS, ATTORNEY 6 MAIN STREET | SPACE RESERVED FOR RECORDER'S USE | STATE OF OREGON, County of Klamath I certify that the within instrument was received for record on the 13th day of April 193 at 2:53 o'clock P.M., and recorded in book/reel/volume No. M93 on page 7644 or as fee/file/instrument/microtilm/reception No. 59828, Record of Mortgages of said County. Witness my hand and seel of |
| TRUST DEED [FORM No. 881] STEVENS-NESS LAW PUB. CO. PORTLAND ORI POPE RANCHES. INC. Gra. J. Randall Pope Benetici | ntor SPACE RESERVED FOR RECORDER'S USE | STATE OF OREGON, County of Klamath I certify that the within instrument was received for record on the 13th day of April 1993 at 2:53 o'clock P.M., and recorded in book/reel/volume No. M93 on page 7644 or as fee/file/instrument/microtilm/reception No. 59828 Record of Mortgages of said County. Witness my hand and seal of County affixed. Evelyn Biehn, County Clerk |