	TRUST PREED	Vol.M95 Page312
4772 02-13-95P03:31 RCVD	INOSI DEED	
THIS TRUST DEED, made this 11t K. F. Trade Center, L.L.C.,	annregumrrm	red Liability Company
Mountain Title Compony		, as Gra
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	WITNESSETH:	, as Benefic
Grantor irrevocably grants, bargains, sells	and conveys to terrates	in forest with many of the
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See Exhibit A, attached her	eto and income	amana da tara da da
reference.	ceo and incorp.	oraced by this
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e property.		. A successful according to or used in connection
FOR THE PURPOSE OF SECURING PERFORM	TANCE of south - south	
te of even date herewith, payable to beneficiary or orde	er and made by graptor of	erest thereon according to the terms of a promise final payment of principal and interest because
The date of meturity of the date	1 F18.92.	
I. CONVEYED Stricted or alienated by the terms.		"" "" , VI GRY INTEREST INPRESE IS SOUND A Armed A.
the beneficiary's option, all obligations secured by this in some immediately due and payable	nstrument, irrespective of th	written consent or approval of the beneficiary, t be maturity dates expressed therein, or herein, s
1. To protect the security of this trust deed, grantor age	ees:	
4. 40 complete or restore promptly and in dood and	Labitable to	ir; not to remove or demolish any building or
3. 10 Comply with all laws pedinances sections.		
Pay 10f filing same in the proper public office or office.	pursuant to the Uniform C	estrictions affecting the property; if the benefic ommercial Code as the beneficiary may require
encies as may be deemed desirable by the beneficiary.	y as well as the cost of an	tien searches made by filing officers or search
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5. To keep the property tree tron construction liens assed upon or against the property before any part of sumptly deliver receipts therefor to beneficiary; should the so or other charges payable by grantor, either by direct per so or other charges payable by grantor, either by direct per the beneficiary may, at its option, make payment thereoner, beneficiary may, at its option, make payment thereoner, either by direct per the beneficiary may, at its option, make payment thereoner, and constitute a breach of the obligation herein described, at the nonpayment thereof shall, at the option of the beneficiary may and constitute a breach of this trust deed.  6. To pay all costs, fees and expenses of this trust increase incurred in connection with or in enforcing this obligation has an account of the payment of the obligation which the beneficiar may suit, action or proceeding in which the beneficiar way all costs and expenses, including evidence of title and this paragraph 7 in all cases shall be fixed by a trial court, grantor further agrees to pay such sum as the ey's fees on such appeal.  It is mutually agreed that:  8. In the event that any portion or all of the propert rry shall have the right, if it so elects, to require that a secondary expenses of the street of the structure of the propert of this state, its subsidiaries, of the licensed under ORS 696.505 to 696.585.  TRUST DEED  Creater  O & E Corporation  O & E Corporation  O & E Corporation  Washington St.  1ejo, CA 94590	s and to pay all taxes, assessments and to grantor tail to make paymayment or by providing beroof, and the amount so pai aragraphs 6 and 7 of this tights arising from breach of bed, as well as the grantor, and all such payments shall iciary, render all sums seculuding the cost of title seasingation and trustee's and at purporting to affect the sery or trustee may appear, if the beneficiary's or trustee the trial court and in the elements of appellate court shall adjustly shall be taken under the all or any portion of the state of the series o	essments and other charges that may be levied other charges become past due or delinquent and other charges become past due or delinquent and of any taxes, assessments, insurance premiunent of any taxes, assessments, insurance premiumed, with interest at the rate set forth in the number of the covernants hereof and become a part any of the covernants hereof and payable without not ured by this trust deed immediately due and payable without not ured by this trust deed immediately due and payable as well as the other costs and expenses of it formey's lees actually incurred.  Straterney's lees; the amount of attorney's it east of an appeal from any judgment or decree dige reasonable as the beneficiary's or trustee's it right of eminent domain or condemnation, bernonies payable as compensation for such taking it is an active member of the Oregen Store Bar, a bernonies payable as compensation for such taking it is an active member of the Oregen Store Bar, a bernonies payable as compensation for such taking it is an active member of the Oregen Store Bar, a bernonies payable as compensation for such taking it is an active member of the Oregen Store Bar, a bernonies payable as compensation for such taking it is an active member of the Oregen Store Bar, a bernonies payable as compensation for such taking it is an active member of the Oregen Store Bar, a bernonies payable as compensation for such taking it is an active member of the Oregen Store Bar, a bernonies payable as compensation for such taking it is an active member of the Oregen Store Bar, a bernonies payable as compensation for such taking it is an active member of the Oregen Store Bar, a bernonies payable as compensation for such taking it is an active member of the Oregen Store Bar, a bernonies payable as compensation for s
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which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by franter in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appliellate 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 note for endorsement (in case of full reconveyances, for cancellation), without affecting this deed or the lien or charge thereof; do not indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any essement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or person legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

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 a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits

to foreclose this trust deed in the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the delault or defaults. It the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed 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 the sale may be postponed as provided by law. The trustee may sell the 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 form 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 fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

the parcet of parcets at authors to the parcet of parcets at a decoration of the parcet of parcets of parcets of the property so sold, but without any covenant or warranty, express or implied. The deed of any matters of tact 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 provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, if any, to the grantor or to any successor in interest entitled to such surplus.

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 beneficiary, which, when recorded in the mortgage records of the country or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is 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.

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the granto

for \$ 2,032,500.00

/Liability corporation

and that the grantor will warrant and torever detend the same against all persons whomseever.

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 as household purposes (see Important Notice below),

(a) primarily for granter's personal, leavily or beweehold purposes (see Important Notice below),
(b) for an organization, or (even it granter is a natural person) are for business or commercial purpo

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 mortgage, it is understood that the mortgager or mortgages may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREUF, the grantor has e	K. F. Trade Center, L.L.C.
# 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
beneficiary MUST comply with the Act and Regulation by making disclosures; for this purpose use Stevens-Ness Form No. 1319, or equif compliance with the Act is not required, disregard this notice.	livalent.
STATE OF OREGON, Coun	ty ofKlamath)ss.,
This instrument was ac	ty of Klamath ) ss. knowledged before me on February 13, 1995.
This instrument was ac	knowledged before me on February 13, 1995,
- MANAGER	***************************************
of K.F. TRADE CENTER	L.L.C., an Oregon Limited Liability corporation
OFFICIAL SEAL KRISTI L. REDD NOTARY PUBLIC - CREGON	Fristro Keld
COMMISSION NO. (110431 MY COMMISSION EXPIRES NOV. 16, 1993	My commission expires 1/16/95
REQUEST FOR FULL RECONVEYANCE	(To be used only when obligations have been poid.)

	The undersigne	d is the legal owner as	d holder of all inc	debtedness secured b	v the foresoins tru	ist deed. All sums secu	ernel he the true
assa	nave been lully	paid and satistied. Yo	i hereby are direc	cted, on payment to	YOU OF ANY MINE	nering to your under	the terms of th
trust	deed or pursuant	t to statute, to cancel	all evidences of is	ndebtedness secured	by the trust deed	(which are delivered	to your honourist
toget.	her with the trus	t deed) and to reconv	sy, without warra	nty, to the parties d	lesignated by the ti	erms of the trust deed	d the estate now
		name Wall same					

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Do	not (	010	r de	venta	this	Trust	Dee	I OR	THE N	OTE wi	ich it	teru	

Both must be delivered to the trustee for concellation before H

ASAS PARCEL I

All that portion of Tracts 32, 33A and 36, ENTERPRISE TRACTS, situated in the NW1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Oregon, more particularly described as follows:

Beginning at an iron pipe on the South line of said Tract 32, said point being North 89 degrees 30' 45" West, a distance of 281.8 feet from the Southeast corner of said Tract 32 (this same reference is described as being West a distance of 281.7 feet by previous records), said beginning point also being on the Northwesterly line of Austin Street as deeded to Klamath County by Deed Volume 229, page 300, Deed Records of Klamath County, Oregon; thence North 34 degrees 07' 30" East at right angles to South Sixth Street and along the Northwesterly line of Austin Street a distance of 183.08 feet to an iron pin on a point on a line that is parallel to and 180 feet distant at right angles from the East line of said Tract 32; thence North 0 degrees 20' 45" East along said parallel line and along the Westerly line of Austin Street a distance of 722.70 feet to an iron pin that is South 0 the Westerly line of Austin Street a distance of 722.70 feet to an iron pin that is South 0 the Westerly line of Avalon Street and Street; thence South 30 degrees 37' 00" West along pin on the Southeasterly line of Avalon Street; thence South 30 degrees 37' 00" West along the Northeasterly line of Avalon Street a distance of 667.53 feet to an iron pin on the Records of Klamath County, Oregon; thence South 30 degrees 23' 00" East along the Records of Klamath County, Oregon; thence South 59 degrees 23' 00" East along the Northeasterly line of said tract a distance of 149.94 feet to an iron pin; thence South 30 degrees 37' 00" West along the Southeasterly line of Pershing Way; thence South 55 degrees 52' 30" East along the Northeasterly line of Pershing Way; thence South 55 degrees 52' 30" East along the Northeasterly line of Pershing Way; thence South 50 degrees 52' 30" East along the Northeasterly line of Pershing Way; thence South 50 degrees 52' 30" East along the Northeasterly line of Pershing Way; thence South 59 degrees 30' 45" East along the Southerly line of Said Tract 32; thence South beginning.

## PARCEL 2

A parcel of land situated in the NW1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of said Section 3, said point being marked by a cased iron pin; thence South 0 degrees 00′ 30″ East along the Westerly line of said Section 3 a distance of 826.80 feet to its intersection with a line parallel with and 75.0 feet distant at right angles Northeasterly from the centerline of the Klamath Falls-Lakeview Highway, also known as South Sixth Street, as the same is now located and constructed; thence South 55 degrees 52′ 30″ East, along said parallel line a distance of 1682.84 feet to an iron pin on the Northwesterly line of Austin Street; thence North 34 degrees 07′ 30″ East along said line a distance of 235.00 feet to an iron pin on the Northeasterly line of Pershing Way, line a distance of 235.00 feet to an iron pin on the Northeasterly line of Pershing Way, line a distance of 235.00 feet to an iron pin on the Northeasterly line of Pershing Way, line a distance of 235.00 feet to an iron pin on the Northwesterly line of Austin Street a distance of 282.50 feet to an iron pipe on the Southerly line of Tract 32, Enterprise Tracts, said point being North 89 degrees 30′ 45″ West a distance of 281.8 feet from the Southeast corner of said Tract 32 (this same reference is described as being West a distance of 281.7 feet by previous (this same reference is described as being West a distance of 281.7 feet by previous (this same reference is described as being West a distance of 281.7 feet by previous (this same reference is described as being West and Stance of 362.50 feet to an iron pipe on the Southerly line of that tract deeded to Klamath County by Deed Volume 229, page 300, Deed Records of Klamath County, Oregon; thence North 89 degrees 30′ 45″ West along the Southerly line of said Tract 32, a distance of 362.50 feet to an iron pipe on the Southwest corner of said Tract 32; thence South 0 degrees 14′ 30″ teat along the Southerly projection of the line between Tracts 32 and 36, Enterprise Tracts, a distance of 98.97 feet to an iron pipe on the Northeasterly line of Pershing Wa

## PARCEL 3

Beginning at the iron pipe marking the Southeast corner of Enterprise Tract 32 in Section 3, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and running thence West along the South line of Tract 32 a distance of 209.57 feet, more or less, to an iron pipe marking the Easterly line of Austin Street; thence North 34 degrees of 1/2' East along the Easterly line of Austin Street Northeasterly at right angles to the center line of South Sixth Street a distance of 161.08 feet, more or less, to an iron rod which lies on a line which is parallel to and 120 feet Westerly at right angles from the East line of Tract 32; thence North along said parallel line and the East line of Austin Street 391.3 feet, to the true point of beginning, said point of beginning being 823.0 feet South of the North line of Section 3; thence North along said parallel line and the East line of Austin Street 500.0 feet, more or less, to a point which marks the Southwest corner of a parcel of land conveyed by Swan Lake Moulding Company to William L. Wales, Jr.; thence leaving the Easterly boundary of Austin Street Easterly parallel to and 323 feet distant at right angles from the North line of Section 3, a distance of 120 feet to an iron rod rarking the Southeast corner of said Wales parcel, on the East line of Tract 32; thence South along the East line of Tract 32, 500.0 feet to a point, said point being 823.0 feet South of the North line of Section 3; thence West on a line parallel to the North line of Section 3, a distance of 120 feet to the North line of Section 3, a distance of 120 feet to the North line of Section 3, a distance of 120 feet to the North line of Section 3, a distance of 120 feet to the North line of Section 3, a distance of 120 feet to the North line of Section 3, a distance of 120 feet to the North line of Section 3, a distance of 120 feet to the North line of Section 3, a distance of 120 feet to the North line of Section 3.

## PARCEL 4

The Westerly 178.1 feet of Lot 3 in Block 1, HOMEACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

e and the rest special trongs, situated in the NW 1/A office of the rest of the Williams Milliams Kingsalt County, an follows:

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## STATE OF OREGON: COUNTY OF KLAMATH: SS

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