<sup>NL</sup> <b>993</b> 80	TRUST DEED	Vol. 1195	Dags 11431
วางเกาะเทอง เอกิสเรียกใช้กาใช้เกาใช้ ในเกาะสามาก คำคำคำ และ อากุปกับเรี	day of Max	VUI, <u>/// /-</u>	Page 11431
THIS TRUST DEED, made this 2 TIMM BURR, INC., an Oregon			
William P. Brandsness Robert A. Kent and Sally M.	. Kent, or the s	urvivor of t	as Grant, as Trustee, a them
·	WITNESSETH:		as Beneficia
Grantor irrevocably grants, bargains, Klamath County, Ore	sells and conveys to true		power of sale, the property
Exhibit "A" attached he	다 경우를 하는데		
Exhibit "A" attached he hereof.	ereto and incorp	orated and n	made a part
- 이	angles (1964) and an angles (1964). Salah salah s		
		aspusius s Politica (1981)	
The second secon	ing kandang palah di Anjah terdisi Kandang palah di Anjah terdisi	u <del>se</del> nuitti (16)	
together with all and singular the tenements, heredit or hereafter appertaining, and the rents, issues and p	profits thereof and all fixture	nd all other rights ther s now or hereafter atta	reunto belonging or in anywise nached to or used in connection w
the property.  FOR THE PURPOSE OF SECURING PER	FORMANCE of each agreen	ment of grantor her in	contained and payment of the st
of One hundred twenty seven (127,548.00)	Dollars, wit	h interest thereon acco	ording to the terms of a promisso
note of even date herewith, payable to beneficiary not sooner paid, to be due and payable June 3.	or order and made by grant	or, the final payment	of principal and interest hereof,
The date of maturity of the debt secured by becomes due and payable.		stated above, on which	th the final installment of the ne
To protect the security of this trust deed, grants.  1. To protect, preserve and maintain the pro-	ntor agrees: operty in good condition and	repair; not to remove	e or demolish any building or i
provement thereon; not to commit or permit any wa 2. To complete or restore promptly and in go	od and habitable condition a	any building or improv	vement which may be construct
damaged or destroyed thereon, and pay when due al 3. To comply with all laws, ordinances, regules to requests, to join in executing such financing state to pay for filing same in the proper public office of agencies as may be deemed desirable by the benetic 4. To provide and continuously maintain in	ations, covenants, conditions ements pursuant to the Unifor offices, as well as the cost iary.	orm Commercial Code of all lien searches m	as the beneficiary may require a made by filing officers or searchi
damage by fire and such other hazards as the bene- written in companies acceptable to the beneticiary, ticiary as soon as insured; if the grantor shall fail tor at least filteen days prior to the expiration of any p cure the same at grantor's expense. The amount coll any indebtedness secured hereby and in such order as or any part thereof, may be released to grantor. Suc under or invalidate any act done pursuant to such n	liciary may from time to tim with loss payable to the latte any reason to procure any su- policy of insurance now or he ected under any fire or othe a beneficiary may determine, th application or release shall	ne require, in an amou er; all policies of insur- ich insurance and to de- reafter placed on the la or insurance policy ma or at option of benetic	nt not less than \$N./A.  ance shall be delivered to the bes eliver the policies to the beneficia buildings, the beneficiary may p by be applied by beneficiary up iary the entire amount so collect
assessed upon or against the property free from constructions and upon or against the property before any procomptly deliver receipts therefor to beneticiary; shiens or other charges payable by grantor, either by ment, beneticiary may, at its option, make payment secured hereby, together with the obligations describ the debt secured by this trust deed, without waiver ovith interest as aloresaid, the property hereinbefore ound for the payment of the obligation herein destind the nonpayment thereof shall, at the option of the secure of the payment of the solidation of the population of the property herein destind the nonpayment thereof shall, at the option of the payment of the property herein destination of the payment thereof shall, at the option of the property herein destination of the property herein destination of the payment thereof shall, at the option of the property herein destination of the property herein destination of the property herein destination of the payment thereof shall, at the option of the property herein destination of the payment thereof shall, at the option of the property herein destination of	ion liens and to pay all taxe art of such taxes, assessment tould the grantor fail to make direct payment or by providint thereof, and the amount bed in paragraphs 6 and 7 of any rights arising from bree e described, and all such paymen such and all such paymen	s and other charges be payment of any taxes ing beneficiary with fuso paid, with interest this trust deed, shall ach of any of the coverantor, shall be bound to shall be immediatel	ecome past due or delinquent as, assessments, insurance premiur unds with which to make such part the rate set forth in the name be added to and become a part hants hereof and for such paymen to the same extent that they also due and payable without notified.
tible and constitute a breach of this trust deed.  6. To pay all costs, fees and expenses of this rustee incurred in connection with or in enforcing  7. To appear in and detend any action or pround in any suit, action or proceeding in which the b	trust including the cost of to this obligation and trustee's eceding purporting to affect	itle search as well as t and attorney's fees ac the security rights or	the other costs and expenses of t tually incurred, r powers of beneficiary or truste
o pay all costs and expenses, including evidence of nentioned in this paragraph 7 in all cases shall be the trial court, grantor turther agrees to pay such su orney's tees on such appeal.  It is mutually agreed that:	title and the beneficiary's or lixed by the trial court and in	trustee's attorney's for in the event of an appe	ees; the amount of attorney's is eal from any judgment or Jecree
<ol> <li>In the event that any portion or all of the liciary shall have the right, if it so elects, to require</li> </ol>			
NOTE: The Trust Deed Act provides that the trustee here rust company or savings and loan association authorized ized to insure title to real property of this state, its subsi- agent licensed under ORS 696.505 to 696.585.	to do business under the laws of	Oregon or the United St	tates, a title insurance comp. 🖫 auth
TRUST DEED			F OREGON,
TIMM BURR, INC.		I certi	or) ify that the within instrume
		was receive	ed for record on thede
Constant of the production of the production of the constant o	SPACE RESERVED		ocjockM., and recorded volume No on pa
Robert A. Kent Sally M. Kent	RECORDER'S USE		volume Noon pa and/or as fee/file/instr ofilm/reception No
the second secon		ment/micro	otilm/reception Noof said Count

After Recording Return to (Name, Address, Zip):

William P. Brandsness 411 Pine Street Klamath Falls, OR 97601

U5-U3-95A09:50 RCVD

TITLE

Witness my hand and seal of

County affixed.

NAME

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 first 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 evolied 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 tull reconveyances, for cancellation), without affecting the liability of any person for the payment of the note for endorsement (in case of tull reconveyances, for cancellation), without affecting the liability of any person for the payment of the note for endorsement (in case of tull 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 the property; (b) join in granting any easement or creating any restriction thereon; (c) join any subtordination or other agreement affecting the deed or the line 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 persons legally entitled thereof," and the recitals therein of any matters or lacts 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 see a pointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secure

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.

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 mortfage records of the county 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 heroto 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 grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto

and that the grantor will warrant and torever delend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this
(a)\* PARANY YON GAMONY XANDAY X

(b) for an organization, or (even it 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 ecured hereby, whether or not named as a beneficiary herein.

construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that it 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 WHEREOF, the grantor has executed this instrument the day and year first above written.

TIMM BURR, INC.	
*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.	
STATE OF OREGON, County of Klamath )ss.	
This instrument was acknowledged before me on	19
by	,
This instrument was acknowledged before me on May 2  By Randy Shaw	
President	***************************************
of TIMM BURR, INC.	***************************************
OFFICIAL SEAL  SUSAN MARIE CAMPBELL  NOTARY PUBLIC - OREGON  COMMISSION NO. 032456  My commission expires 3	or Oregon
REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)  Trustee	
The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured Legal and satisfied. You hereby are directed, on payment to you of any sums owing to you under the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to yo together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the	rms of the
held by you under the same. Mail reconveyance and documents to	
n la la companya di la contratta di mali la transportation di profesione di la contratta di la contratta di la	
DATED: 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1.	
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.  Beneficiary	

## EXHIBIT "A" TRUST DEED TIMM BURR, INC. TO KENT

Parcel 1: The N½E½ of Lot 15 Block 7, Klamath Falls Forest Estates, Sycan Unit, according to the official plate thereof on file in the office of the County Clerk of Klamath County, Oregon. Also known as Lot 15B Block 7. Tax Lot #: 3313-3300-2100

Parcel 2: The West 850' of Lot 9 in Block 17, Excepting the North 400' Klamath Falls Forest Estates Sycan Unit, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Lot #: 3313-2300-0400

Parcel 3: The S½E½ of Lot 12 in Block 6 of Klamath Falls Forest Estates, Sycan Unit, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Also known as Lot 12C Block 6. Tax Lot #: 3313-2800-0100

Parcel 4: The N½SE¼NW¼NE¼ of Section 28, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon. Tax Lot #: 3407-28AO-0900

Parcel 5: The W½NW¼NE¼SE¼ of Section 10, Township 41 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

Tax Lot #: 4107-1000-1300

Parcel 6: The West 517.5' of the East 1035' of Lot 2, Block 8, Klamath Falls Forest Estates, Sycan Unit, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Also described as Lot 2C, Block 8, Sycan Unit.

Tax Lot #: 3313-3300-5600

Parcel 7: The N½NW¼SE¼ and W½NW¼NE¼SE¼ of Section 5, Township 33 South, Range 7 East of the Willamette Meridian.

Tax Lot #: 3307-500-500

Parcel 8: The Southerly 415' of the Easterly 1035' of Lot 10, Block 7, Klamath Falls Forest Estates, Sycan Unit, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Lot #: 3313-3300-5100

Parcel 9: The East 517.5' of the West 1035.0' of Lot 2, Block 8, measured along South line of said lot, Klamath Falls Forest Estates, Sycan Unit, according to the official plat hereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Lot #: 3313-3300-5500

Parcel 10: A portion of Lot 3, Block 11, Klamath Falls Forest Estates, Sycan Unit, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at the most Easterly Corner of Lot 3, Block 11, thence Southerly along the Easterly line of said Lot 3, 1000'; thence N 54°02'28" W 400'; thence N 55°57'32" E 1000' to a point on the Northeasterly line of said Lot 3; thence S 54°02'28" E 400' to the point of beginning of said Lot 3, Block 11, also known as lot 3B, Block 11.

Tax Lot #: 3313-2700-3300

ALSO a portion of Lot 3, Block 11, Klamath Falls Forest Estates, Sycan Unit, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at a point from which the most Easterly corner of Lot 3, Block 11, bears N 35°57'32" E 1000'; thence N 54°02'28" W 400'; thence S 35°57'32" W to a point on the Southerly line of said Lot 3; thence S 46°15'40" E to the most Southerly corner of said Lot 3; thence N 35°57'32" E 952.51' to the point of beginning of said lot, also known as Lot 3C, Block 11.

Tax Lot #: 3313-2700-4000

Parcel 11: The East ½ of the Northwest ¼ of the Southwest ¼ of the Southwest ¼ of Section 18, Township 35 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon.

Tax Lot #: 3513-1800-2000

Parcel 12: SW¼NE¼SE¼ of SEction 10, Township 41 South, Range 7 East of the Willamette Meridian.

Tax Lot #: 4107-1000-1500

Parcel 13: S½SW¼SE¼ of Section 23, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Tax Lot #: 3610-2300-2900

Parcel 14: NE¼SW¼SW¼ of Section 19, Township 36 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

Tax Lot #: 3611-1900-2300

## 2. EXHIBIT "A"

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed of	for record a	at request	ofBrandsness A.D., 19 _ 95 _ at 9:50	o'clock A M and duly the 3rd	đa
			of <u>Mortgages</u>		
FEE	25.00			Better Hersch County Clerk	