

5543

TRUST DEED

Vol. 195 Page 29957

THIS TRUST DEED, made this 23rd day of October, 1995, between
 RICHARD M. BROWN

ASPEN TITLE & ESCROW, INC., as Grantor,
 as Trustee, and
 C & K MARKET, INC., 401(k) PROFIT SHARING PLAN AND TRUST, as Beneficiary,

WITNESSETH:

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

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF AS THOUGH FULLY
 SET FORTH HEREIN.....

together with all and singular the tenements, hereditaments and appurtenances 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 connection with
 the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum
 of SEVENTY FIVE THOUSAND AND NO/100 (\$75,000.00) Dollars, with interest thereon according to the terms of a promissory
 note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if
 not sooner paid, to be due and payable OCTOBER 31, 1996.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note
 becomes due and payable. Should the grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the prop-
 erty or all (or any part) of grantor's interest in it without first obtaining the written consent or approval of the beneficiary, then, at the
 beneficiary's option*, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall be-
 come immediately due and payable. The execution by grantor of an earnest money agreement** does not constitute a sale, conveyance or
 assignment.

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

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or im-
 provement thereon; not to commit or permit any waste of the property.
2. To complete or restore promptly and in good and habitable condition 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 the property; if the beneficiary
 so requests, to join in executing such financing 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.
4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property, against loss, or
 damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$ FULL VALUE,
 written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the bene-
 ficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary
 at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may pro-
 cure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon
 any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected,
 or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default here-
 under or invalidate any act done pursuant to such notice.
5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or
 assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and
 promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums,
 liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such pay-
 ment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note
 secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of
 the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments,
 with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are
 bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice,
 and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and pay-
 able and constitute a breach of this trust deed.
6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the
 trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.
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, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed,
 to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees
 mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of
 the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's at-
 torney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, bene-
 ficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking,

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 title to real
 property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.
 *WARNING: 12 USC 1701j-3 regulates and may prohibit exercise of this option.

**The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

TRUST DEED

Grantor

Beneficiary

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

C & K MARKET, INC.
 615 5th STREET
 BROOKINGS, OREGON 97415

SPACE RESERVED
 FOR
 RECORDER'S USE

STATE OF OREGON,

County of _____

SS.

I certify that the within instru-
 ment 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/instru-
 ment/microfilm/reception No. _____,
 Record of _____ of said County.

Witness my hand and seal of
 County affixed.

NAME

TITLE

By _____, Deputy

11-01-95P03:36 RCVD

9. Ag. sacn compensation, promptly upon beneficiary's request. The grantor shall take such actions and execute such instruments as shall be necessary to carry out the intent of this deed, and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the indebtedness, together with any (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 in any subordination or other agreement affecting this deed or the lien or charge thereof; (d) legally entitled thereto, and (e) any part of the property. The grantee in any reconveyance may be described as the "person or persons to whom the property is being reconveyed." 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.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of tire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive 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 default of any act done pursuant to such notice, the

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 default or defaults. If 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.

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 appointed hereunder. If a

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.

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

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 WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

STATE OF OREGON, County of ...

RICHARD M. BROWN

STATE OF OREGON, County of KLAMATH

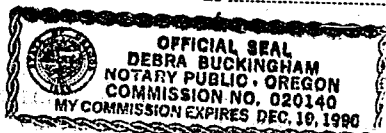
This instrument was acknowledged before me on 10-31 1995

by RICHARD M. BROWN, 1995.

This instrument was acknowledged before me on _____ 19____

by _____, 19____,
as _____

as _____



My commission expires

Notary Public for Oregon

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the 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 the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same. Mail reconveyance and documents to _____, Trustee

DATED: 19.....

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

PARCEL 1:

A part of Lots 10 and 11 of Section 18 and of Lots 7 and 8 of Section 19, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point in the left bank of the Klamath River at low water mark; which is North 78 degrees West of the Southeast corner of Lot 7, Section 19, Township 39 South, Range 9 EWM, running thence South 78 degrees East 4.15 chains to a stone marked "x" in the West line of the Lot 7 aforesaid; thence South 78 degrees East to the intersection of the center line of the Weed-Klamath Falls Highway, as the same is described in a right of way deed from Weyerhaeuser Timber Company to Klamath County, Oregon, dated November 28, 1934, with the Southerly boundary line of that part of said Lot 7 conveyed by Ed Sutton and wife and Mary J. Sutton to Weyerhaeuser Timber Company by a deed dated February 17, 1923 and recorded in Book 59, Page 548, Deed Records of Klamath County, Oregon, and which intersection is designated as Engineer's center line station 106+80.6; thence Northwesterly along the said center line, as the same is described in said easement, to its intersection with the low water mark on the left bank of the Klamath River, and which is designated as Engineer's center line station 80+47; thence along said low water mark down stream to the place of beginning.

BUT EXCEPTING THEREFROM the Westerly 100 feet thereof, being that strip of land 100 feet in width parallel to and adjacent to the said low water mark on the left bank of said Klamath River in said above described portion of Lots 10 and 11 of Section 18, and Lots 7 and 8 of Section 19.

Continued on next page

It being the intention to include all of those portions of said Lots 10 and 11 of Section 18 and Lots 7 and 8 of Section 19, Township 39 South, Range 9 East of the Willamette Meridian, acquired by Weyerhaeuser Timber Company from Ed Sutton and wife and Mary J. Sutton by a deed dated February 17, 1923 and recorded in Book 59, Page 548, Deed Records of Klamath County, Oregon, which lies West of the center line of said Weed-Klamath Falls Highway, as hereinbefore referred to, and it being also the intention to include all of that part of Lot 10 of Section 18, Township 39 South, Range 9 East of the Willamette Meridian, acquired by Weyerhaeuser Timber Company from Wm. M. Bray, a single man, and Premium Dairy Company, a Corporation, by deeds dated April 16, 1930 and April 19, 1930 recorded respectively, in Book 91, Pages 248 and 249, Deed Records of Klamath County, Oregon, which lies West of the center line of the said Weed-Klamath Falls Highway, as hereinbefore referred to, BUT EXCEPTING THEREFROM said above described 100 foot strip of land and ALSO EXCEPTING THEREFROM that parcel conveyed to the Department of Transportation, Highway Division, in Book M-92, Page 25384.

PARCEL 2:

All that portion of MIDLAND TRACTS NO. 1, 16 and 17, which lies Westerly of U. S. Highway 97 and Southern Pacific Railroad Co. rights of way, in the County of Klamath, State of Oregon.

CODE 162 MAP 3909-1800 TL 1600

CODE 164 MAP 3909-1900 TL 300

CODE 164 MAP 3909-1900 TL 600

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co the 1st day
of Nov A.D., 19 95 at 3:36 o'clock P.M., and duly recorded in Vol. M95,
of mortgages on Page 29957.

FEE \$25.00

Bernetha G. Letsch
County Clerk

By Annette Muller