	MTC 362		TRUST DEED	Vol. 1995 Pag	31095
James (<i>(ISTRUST DEED,</i> (Jim) McKenzie a	made this \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	day ofday ofday of	November D/a C&M Investments	., 19. 95 , betwe
America	n Pacific Title	& FSCrow Comp		***************************************	, as Gran
Stone C	ontainer Corpor	ation, a Delaw	are corporation	, d/b/a Stone Forest	, as Trustee, a Industries
_			WITNESSETH:		, as Beneficia
Gra	Klamath	ınts, bargains, sells County, Oregon,	and conveys to true described as:	stee in trust, with power of s	ale, the property
	The NW 1/4 of	the SE 1/4 an	nd the SW 1/1 of	the SF 1/4	
	01 36661011 24	· IOWNSNID 35	South, Range 11 th County, Orego	Eact of the	
together with	all improveme	nts and timber	now situated t	hereon and all other rights thereunto belong	ging or in anywise :
WAXXXXXX	Ly-Inree Inousa Chase Agreement XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	X XX Dame Had Nov You way	Abor Versol Consultration with	ment of grantor herein contained a And No/100 Dollars (\$ h interest thereon according to the exx the tinal payment of principal	terms of a solutions and interest hereo
The decomes due orty or all (date of maturity of the and payable. Should to or any part) of granton application and obligation	debt secured by this he grantor either agree is interest in it withou	instrument is the date, e to, attempt to, or actu ut first obtaining the wi	stated above, on which the final sally sell, convey, or assign all (or itten consent or approval of the the maturity dates expressed there ey agreement** does not constitute.	installment of the sany part) of the peneficiary, then, at
To pro	otect the security of this	trust deed, grantor as	grees:	repair; not to remove or demolis	
2. 10 amaged or c	complete or restore pro destroyed thereon and	mptly and in good and	d habitable condition a	ny building or improvement which	h may be construc
3, To requests, i	comply with all laws, o	rdinances, regulations,	covenants, conditions a	and restrictions affecting the prope	erty: if the henetici
gencies as z 4. To	may be deemed desirabl	e by the beneficiary.		or an new searches made by ming	officers or search
TITTEN IN CO	omnaniae accantable to	4L- L		w or hereafter erected on the pre- er require, in an amount not less the er; all policies of instance shall be	אווי בימוני
t least tittee ure the same ny indebted r any part t inder or invi	en days prior to the exp ee at grantor's expense. I lness secured hereby and thereof, may be released alidate any set done are	piration of any policy of the amount collected in such order as beneil to grantor. Such app	of insurance now or her under any fire or other ficiary may determine, o lication or release shall	eafter placed on the buildings, the insurance policy may be applied at option of beneficiary the entire not cure or waive any default or in the cure of the cure o	cles to the benefici beneficiary may p l by beneficiary up to amount so collect potice of default be
5. To ssessed upon romptly deli- iens or other ment, benetic ecured hereb securith interest found for the nonphe and cons ble and cons	keep the property free nor against the proper liver receipts therefor to a charges payable by griciary may, at its option by, together with the oldered by this trust deed, to as aforesaid, the proper the payment of the oblig payment thereof shall, a stitute a breach of this	from construction lie ty before any part of the beneficiary; should the antor, either by direct in, make payment their bligations described in without waiver of any vity hereinbefore described to the option of the ber trust deal.	ns and to pay all taxes such taxes, assessments the grantor tail to make payment or by providing to, and the amount sparagraphs 6 and 7 of rights arising from breatibed, as well as the grant, and all such payment, eneticiary, render all such payment.	a, assessments and other charges is and other charges become past of any taxes, assessments in beneficiary with funds with whis opaid, with interest at the rate this trust deed, shall be added to ch of any of the covenants hereof a santor, shall be bound to the same is shall be immediately due and py is secured by this trust deed immediately.	hat may be levied fue or delinquent is, insurance premiu- ich to make such p. set forth in the n and become a part not for such paymer extent that they syable without not ediately due and no
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7. 10 8	uit, action or proceeding	in which the benefic	iary or trustee may app	the security rights or powers of been, including any suit for the for	amadiai
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which are in excess of the amount required to pay all reasonable costs, expenses and attornay's less necessarily paid or insurred by feature in such proceedings, shall be paid to beneficiary and applied by it littst upon any reasonable costs and expenses and attornay's less, botheres secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary and and compensation, promptly upon beneficiarly's request.

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

See Exhibit "A" attached hereto and by this reference incorporated herein.

and that the grantor will warrant and torever detend 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 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 secured hereby, whether or not named as a beneficiary herein.

In 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.

IN WITNESS WHEREOF, the grantor has executed this instrument 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.

Partners, d/b/a C&M Investments Cavin,

STATE OF OREGON, County of JACKSON	} ss.		FORM NO. 23 — ACKNOWLEDGMENT STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.
BE IT REMEMBE before me, the undersigned named JAMES MCKE	. a Notary Public in and	for said County and	NOVEMBER , 19.95, State, personally appeared the within
known to me to be the id acknowledged to me that	executed th	he same freely and vol	executed the within instrument and untarily. we hereunto set my hand and affixed
OFFICIA PEGGI J NOTARY PUBL COMMISSION EXPIRES	L SEAL ENKINS IC-OREGON NO. 045428	ony official seal th	e day and year last above written. ary Public for Oregon.

Exhibit "A" to Trust Deed from James (Jim) McKenzie and Larry Cavin, Partners, d/b/a C&M Investments, as Grantor to Stone Container Corporation, d/b/a Stone Forest Industries, as Beneficiary

18. It is expressly understood and agreed that this Deed of Trust covers said property and all improvements and merchantable and nonmerchantable timber, of all conifer and hardwood species, regardless of the size thereof, and all logs developed therefrom, situated on said property and that the timber shall be cut and removed from said property only in compliance with the terms of said Loan and Log Purchase Agreement herein referred to and secured hereby. Grantor agrees to strictly perform all of the terms and conditions of the loan and Log Purchase Agreement herein referred to and secured hereby. Any default under said Loan and Log Purchase Agreement shall constitute a default under this Trust Deed, and any default under this Trust Deed shall constitute a default under said Loan and Log Purchase Agreement. This Deed of Trust shall be and remain in full force and effect until Grantor has fully completed performance of said Loan and Log Purchase Agreement.