rona Rn. 601 - I HUST DEED (Assignment Restricted).	COPY	THOUSE STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR 97204
NS 6869 2668 511 3 (201) 98 645099 (2) 5.548 5269 53 (2) 5.548 5269 53 (2) 5.548 5269 53 (2) 5.548 53	198 APR 20 A11:23\	Vol. M98 Page 12994
TRUST DEED		STATE OF OREGON,
		County of} ss.
CHEDDA CHEEA VCCDECTED 1 1 C	and the state of t	I certify that the within instrument
CHERRY CREEK AGGREGATE L.L.C.		was received for record on the day
		of, 19, at
Grantor's Name and Address CRYSTAL CREEK ROCK INC.	SPACE RESERVED	book/reel/volume No on page
20302 Payer Road	BOOK FOR NOW SET A CO.	and/or as fee/file/inctru
Malin, Oregon 97632 Beneficiary's Name and Address	RECORDER'S USE	ment/microf lm/reception No,
Beneficiary's Name and Address After recording, return to (Name, Address, Zip):		Record of of said County.
Aspen Title & Escrow Inc.		Witness my hand and seal of County affixed.
525 Main Street		
Klamath Falls, Oxegon 97601		NAME
ATC # 050 117436	िवस्त्रमध्यादीः दुस्तात् गुन्ताता । इस्त	By, Deputy.
A	A March	08
THIS TRUST DEED, made this OCCUPANT CHERRY CREEK AGGREGATE L.L.C. an	Oregon limited liah	11 ty company
	enter the second of the second	
ASPEN TITLE & ESCROW INC.	and an artificial and the second seco	as Grantor, as Trustee, and
CRYSTAL CREEK POCK THE OF OFFI		······································
CRYSTAL CREEK ROCK INC., an Oreg	on corporation	as Beneficiary,
Grantor irrevocably grants, bargains, sells Klamath County, Oregon, o	and conveye to trustee in	
together with all and singular the tenements, hereditament or hereafter appertaining, and the rents, issues and profits the property.	ts and appurtenances and all of thereof and all fixtures now or	her rights thereunto belonging or in anywise now r hereafter attached to or used in connection with
FOR THE PURPOSE OF SECURING PERFORM ONE HUNDRED FIFTY THOUSAND DOL (\$150,000.00)		
note of even date herewith, payable to beneficiary or order not sooner paid, to be due and payable April 1, 2	ler and made by grantor, the t	st thereon according to the terms of a promissory linal payment of principal and interest hereof, if
The date of maturity of the debt secured by this becomes due and payable. Should the granter either agree erty or all (or any part) of granter's interest in it without beneficiary's option*, all obligations secured by this instruction immediately due and payable. The execution by grants assignment. To protect the security of this trust deed, granter ag	instrument is the date, stated is e to, aftempt to, or actually sell at first obtaining the written co rument, irrespective of the mat antor of an earnest money agree	nsent or approval of the beneficiary, then, at the
1. To protect, preserve and maintain the property provement thereon; not to commit or permit any waste of 2. To complete or restore promptly and in good and damaged or destroyed thereon, and pay when due all costs	in good condition and repair;	not to remove or demolish any building or im-
3. To comply with all laws, ordinances regulations	coverante conditions 1	
to pay for filing same in the proper public office or office agencies as may be deemed desirable by the beneficiary	es, as well as the cost of all lie	mercial Code as the beneticiary may require and en searches made by filing officers or searching
4. To provide and continuously maintain insurance damage by fire and such other hazards as the beneficiary written in companies acceptable to the beneficiary, with I ficiary as soon as insured; if the grantor shall fail for any reat least fifteen days prior to the expiration of any policy cure the same at grantor's expense. The amount collected any indebtedness secured hereby and in such order as benefit or any part thereof, may be released to grantor. Such application or invalidate any set done pursuant to such potice.	loss payable to the latter; all po- eason to procure any such insur- of insurance now or hereafter p under any tire or other insurar liciary may determine, or at opt lication or release shall not cure	e, in an amount not less than \$ bilicies of insurance shall be delivered to the bene- ance and to deliver the policies to the beneficiary laced on the buildings, the beneficiary may pro- nce policy may be applied by beneficiary upon ion of beneficiary the entire amount so collected, or waive any default or notice of default here-
5. To keep the property free from construction lies assessed upon or against the property before any part of promptly deliver receipts therefor to beneficiary; should the liens or other charges payable by grantor, either by direct ment, beneficiary may, at its option, make payment their secured hereby, together with the obligations described in the debt secured by this trust deed, without waiver of any with interest as aforesaid, the property hereinbefore described and the nonpayment thereof shall, at the option of the benable and constitute a breach of this trust deed.	the grantor fail to make paymer payment or by providing benef payment or by providing benef reof, and the amount so paid, paragraphs 6 and 7 of this tru rights arising from breach of an ibed, as well as the grantor, styl, and all such payments shall the payments and insticiary, render all sums secures.	ner charges become past due or delinquent and not of any taxes, assessments, insurance premiums, liciary with funds with which to make such paywith interest at the rate set torth in the note at deed, shall be added to and become a part of the covenants hereof and for such payments, hall be bound to the same extent that they are be immediately due and payable without notice, ed by this trust deed immediately due and pay-
6. To pay all costs, fees and expenses of this trust is trustee incurred in connection with or in enforcing this of 7. To appear in and defend any notion or proceeding in which the benefits and in any suit, action or proceeding in which the benefits		

and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed or any suit or action related to this instrument, including but not limited to its validity and/or enforceability, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney fees; the amount of attorney 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 at the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney 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, 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,

NOTE: The Trust Deed Act provides that the trustee hareunder 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 excrow agent licensed under ORS 636.505 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 boneficiary's consent in complete detail.

12995 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 applied 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 the property; (b) jain 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) 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 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, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor indebtedness secured hereby, and in such order as beneficiary may determine.

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 alcressid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuent to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in the manner provided in ORS 85.735 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 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 less not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and placed deviated in the effective of the sale shall be held on the date and at the time and placed existents. the obligation of the trust deed together with trustee's and attorney's lees 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 beneticiary, 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, it any, to the grantor or to any successor in interest entitled to such surplus.

16. Beneticiary may from time to time annoint a successor or successors to any trustee named herein or to any successors. 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. Beneticiary 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 conterred upon any trustee heroin named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneticiary, 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 grantor is lawfully selected in ice simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in an addendum or exhibit attached hereto, and that the grantor will warrant and forever defend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the con-ARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law. 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 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 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 CHERRY CREEK AGGREGATE L.L.C. an Oregon limited liability company 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 This instrument was acknowledged before me on This instrument was acknowledged before me on HOCI 17 Alith Lamilton Iloual Massey OFFICIAL SEAHERRY CREEK AGGREGATE 1.1/2C/ Oregon limited liability company NOTARY PUBLIC-OREGON COMMISSION NO. A 024448 COMMISSION EXPIRES MAY 31, 1000 Notary Public for Oregon My commission expires 5/31/18 REQUEST FOR FUEL RECONVEYANCE (To be used ..., Trustee 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 Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before

Beneticiary

recenveyance will be made.

EXHIBIT "A"

The NE 1/4 SW 1/4 and that portion of the N 1/2 NW 1/4 SW 1/4 and the S 1/2 NW 1/4, Lying East of Westside Road, all in Section 23, Township 34 South, Range 6 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

SAVING AND EXCEPTING THEREFROM portion conveyed to Klamath County by Deed dated March 16, 1966, recorded March 16, 1966 in Book M-66 at Page 2246, Microfilm Records.

(CODE 8 MAP 3406-2300 TL 500)

STATE OF OREGON: COUN						
Filed for record at request of ofApril	A.D., 19 98	Aspen Title & 3 at 11:23 o'cloc		the	20th	day
0	f	Mortgages	on Page1;	2994		
FEE \$20.00			By Kathli	tha G. Leisch, Co	ounty Clerk	