FORM No. BEN - THUST DEED (Assignment Perzistan).	MTC 45548-KR.	A MARKANT YORG - STEVENSAEDS LAW PUBLISHENG CO., PONTLAND, OR STON
17.7.7.2.0. Bo and have of dearers with front read C& 7.64 5.0.16 which with liture for work PALAGES for semicultation have 100. and dearers with BALAGES	- 99 DCT -1 P3:40	Vol. 7098 Page 36299
TRUST DEED Winding Spraque River, LLC 4288 E. Barnett Road Medford, OR 97504 Granwich Name and Address South Valley Bank & Trust 411 Pine Street Klamath Falls, OR 97601 Baodicary's Name and Address After recording, mbum to (Name, Address, Zp) South Valley Barnie & Trust New Street Klamath Falls, OR 97601 South Valley Barnie & Trust P. O. Box 5210 50/7 Klamath Falls, OR 97601	SPACE RESERVED FOR	STATE OF OREGON, County of} ss. Neertify that the within instrument was received for record on the day of 19 at o'clockM., and recorded in book/reel/volume No on page and/or as fee/file/instru- ment/microfilm/reception No, Record of Of said County. Witness my hand and seal of County affixed. By Deputy.
THIS TRUST DEED, made this	and day of September	ber, 19.98., between
William P. Brandsness South Valley Bank & Trust	······································	, as Grantor, , as Trustee, and
Grentor irrevocably grants, bargains, s Klamath County, Orage	WITNESSETH: ells and conveys to trustee in di, described as:	trust, with power of sale, the property in
See attached Exhibit."A' Pumps, pipe and sprinklers.	Sector fuding all irr	rigation equipment, panels,

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or herealter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of One Million One Hundred Thousand Dollars (\$1,100,000.00)

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, it not soonar paid, to be due and payable as provided in the note.

het soonser paid, to be dus and payable <u>source</u> by this instrument is the date, stated above, on which the linal installment of the note The date of maturity of the debt secured by this instrument is the date, stated above, on which the linal installment of the note becomes due and payable. Should the grantor either agree to, effempt to, or actually sell, convey, or assign all (or any part) of the prop-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 assidnment.

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

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To complete or restore promptly any waste of the property.
To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed.
To complete or restore promptly and in good and habitable conditions and restrictions affecting the property; if the beneficiary to pay the all aux, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary may require and egencies as may be deemed desirable by the beneficiary, may from time to time require, in an amount not less than SILEU (2000)
A provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or survive as a some as insured; if the grantor shall fail for any reason to procure any such insurance shall be delivered to the beneficiary way item to all or any reason to procure any such insurance on the buildings, the value of buildings, the beneficiary way provide the section approxing or a sequence or way as a some as insured; if the grantor shall fail for any reason to procure any such insurance on the breaked or fission of the beneficiary way to a fission any packed to the beneficiary way to a fission any packed on the buildings, the beneficiary way approvement and belivered to the beneficiary any includent sequence have applied to the beneficiary as a soon as insured; if the grantor, such as beneficiary may feasing in a comp

able and constitute a brack of this trust deed. 6. To pay all costs, ises 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'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 or any suit or action related to this instrument, including but not limited to its validity and/or enforceshilty, to pay all costs and ex-graph 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 egrees to pay such sum at the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney is or trustee's and there were 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-ticiary shall have the right, ii it so elects, to require that all or any portion of the monies payable as compensation for such taking.

HOTE: The first Beed Act provides that the trustice hereunder must be either an attorney, who is an active member of the Oregon State Ber, a pank, trust company or earings and ionn 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, egents or branches, the United States or any agency thereof, or an earow egent licensed under ORS 696.505 to 595.565. "WARNING: 12 USC 1701-3 regulates and may prohibit exercise of this option. "WARNING: 12 USC 1701-3 regulates and may prohibit exercise of this option. "The publicher suggests that such an agreement address the issue of obtaining beneficiary's concert in compiste datail.

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which has been accessed to the innormal required for pay all reasonable costs expenses and atterney's tees necessarily paid or incurred by granter in such proceedings, shall be paid to beneficiary and applied by itplicate upon any reasonable costs and expenses and atterney's tees, both in the trial anside process in the second of the inner deby beneficiary in each proceedings, shall be below and atterney's tees, both in the trial anside process in the second of the property in a proceedings and execute such instruments as shall be necessary in obtaining such companisation, promptly supen beneficiary's request, and rescute such instruments as shall be necessary in obtaining such companisation, promptly supen beneficiary's request, and rescute such instruments as shall be necessary in obtaining such companisation of the property is provided any may or property. (b) pin in granting any exement or creat-ing any restriction thereon; (c) pin in any subordination or other agreement allocting this deed or the lien or charge thereol; (d) resconvey, without warranty, all or any part of the property. The grantes in any reconveyance may be described as the "person or persons less for any of the services mentioned in this paragraph shall be not less than \$5. 10. Upon any debult by grantor hereunder, bandiclary 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 indobtedness hereby secured, enter upon any indobtedness secured hereby, and it such order as beneficiary may detarmine. 1. The ontering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of line at other insurance policies or compensation or awards to any taking or damage of the property, and the application or release thereod as aloreaid, hall in or curve or wait dealult or notice of default horeunder or invalidate any act done pursuant to such notice. 1. Upon default by grantor in payment of the

liciary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the oblig-tion secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to loreclose 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 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 trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the 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 de-fault 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 time of sale. Trustee shall deliver to the purchaser its deed in farm as required by law conveying the property so old, but without any coreant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

in form as required by law conveying the property is sold, but without any covenant or warranty, express or inspled. The fectuals in the deed of any matters of fact shall be conclusive proof of the truthlulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. 15. When trustee solls pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expense of sale, including the compensation of the trustees 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 tile. powers and duties conlerred upon any trustee herein named or 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. The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawilly reside in the successor in interest that the grantor is lawilly seized in tee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in an addendum or exhibit attached hereio, and that the grantor will warrant and torever delend the same against all persons in interest that the grantor is lawilly seized in tee simple of the real property and has a valid, unenc

tract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect bene-ficiary'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 to an obtaince. If it is so added, the interest rate on the underlying contract or toan 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.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)* SIMSINJUSTIMENTS SUBJECTS SUBJEC

This deed applies to, inutes 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 of applicable; if warranty (a) is applicable and the baneficiary is a creditor s such word is defined in the Truth-in-Lending Act and Regulation Z, they By ensficiary MUST comply with the Act and Regulation by making required is compliance with the Act is not required, disregard this nölics. Hender	-
STATE OF OREGON, County of	
This instrument was acknowledged before me on	
by	•
of Winding Sprague River, LLC Winding Sprague River, LLC Winding	•
OFFICIAL SEAL Notary Public for Oregon My commission expires 11/16/	<u>/99</u>
COMMISSION NO. C48516 COMMISSION NO. C48516 ANY COMMISSION PROFESSION OF CASES AND ALL STORES OF ANY COMMISSION PROFESSION PROFESS	n
neid by you under the same. Mail reconveyance and documents to	•
DATED:, 19	
Do not lose or destroy this Trust Deed OR THE NOTE which it securés. Both must be delivered to the fractee for concollation before AC Beneficiary Beneficiary	

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EXHIBIT "A"

Parcel 1

Government Lots 2, 3, 4, 5, 6, 7, 10, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22, 23, 26, 27, 28, 29, 30 and 31, Section 16, Township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

EXCEPTING THEREFROM any portion lying within the right of way of Great Northern Railway and ALSO EXCEPTING the following tract of land:

Commencing at a point which is the Southwest corner of the SE½ of Section 16; thence North 208 feet; thence West 208 feet; thence South 208 feet; thence East 208 feet to the point of beginning.

Parcel 2

The NE ½ NE¼ Section 28, Township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Parcel 3

The E_2^{\perp} E_2^{\perp} Section 21, Township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

EXCEPTING THEREFROM that portion lying within the boundaries of Klamath Falls-Lakeview Highway.

Parcel 4

Government Lots 1, 8, 9, 16, 17, 24, 25, and 32, Section 16, Township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

EXCEPTING THEREFROM any portion lying within the right of way of Great Northern Railway.

Parcel 5

The S $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{2}$ SW $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 22 and the W $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ Section 27, Township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Parcel 6

The S¹/₂ NE¹/₄, SE¹/₄ Section 28, Township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Parcel 7

The N¹/₂ NE¹/₃, N¹/₃ SW¹/₄ NE¹/₄, N¹/₃ SE¹/₄ NE¹/₄ Section 33, Township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Parcel 8

The SW $\frac{1}{2}$ of Section 15, and the NW $\frac{1}{4}$ of Section 22, Township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Together with all that portion of the NW4 NW4 SW4 of Section 22, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, lying Northwesterly of the Klamath Falls-Lakeview Highway.

EXHIBIT "A", Continued

EXCEPTING THEREFROM a triangular parcel of land situated in the SW4 NW4 of Section 22, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, described as follows: Beginning at the intersection of the South line of the said SW4 NW4 with the Southeasterly right-of-way line of the Klamath Falls-Lakeview Highway; thence East along the South line of the SW4 NW4 a distance of 327 feet; thence North, at right angles to said South line 242.5 feet, more or less, to a point on the Southeasterly line of said Highway; thence Southwesterly along said Southeasterly line a distance of 408 feet, more or less, to the point of beginning. ALSO

EXCEPTING THEREFROM that portion of Section 22, lying within the boundaries of the Klamath Falls-Lakeview Highway.

Parcel 9

A parcel of land situated in Section 16, Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Commencing at a point which is the Southwest corner of the SE $\frac{1}{3}$ of Section 16; thence North 208 feet; thence West 208 feet; thence South 208 feet; thence East 208 feet to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH : ss.

Filed for rec	ord at request of	Amerititle		1	
of	October A.D., 19 9	0 0100A	P. M., and duly record	ed in Vol. M98	_ day
	0f	Mortgages	on Page 36299		<u> </u>
FEE	\$25.00	By	Retalin Ross	ch, County Clerk ノ	