

TRUST DEED

Vol. m 88 Page 12380



as Beneficiary,

WITNESSETH:

in

The amount of \$2,275.00 is owed jointly by Katrin Dadash-Hakimi, E. D. Hakimi and Mancotchehr Torbati who executed separate trust deeds and notes in the same amount and secured by the same property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

not sooner paid, to be due and payable

herein, shall become immediately due and payable.

1. To protect, preserve and maintain said property in good condition; pair; not to remove or demolish any building or improvement thereon; permit or permit any waste of said property.

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

the beneficiary may procure 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 or at option of beneficiary the entire amount so collected, or

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.

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken for eminent domain or condemnation, beneficiary shall have the right to file a petition for summary judgment in the appropriate court.

9. At any time and from time to time upon written request of beneficiary, the undersigned shall execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

10. Upon any default by grantor hereunder, beneficiary may at any time in person, by agent or by a receiver to be appointed by the court, sue for and recover the sum of \$5.00 as liquidated damages, which shall be the minimum recovery, and the actual damages, if any, shall be in addition thereto, and the recovery thereof 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 said property, the collection of such rents, issues and profits, or the proceeds of fire and other

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may demand secured hereby immediately due and payable. In such an

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 borrower may pay the amount of the loan, including the ORS 86.755, may cure the default.

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 said sale may be postponed as provided by law. The trustee may sell said property either in whole or in parcels, and may sell the same in parcels or parcels of parcels.

15. When trustee sells pursuant to the powers provided herein, trust shall apply the proceeds of sale to payment of (1) the expenses of sale, (2) the principal of the trust and a reasonable charge by trustee for the sale.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder, and without conveyance to the successors of the trust property, and during the

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not to be bound by any pending sale under any other deed.

shall be a party unless such action or proceeding is brought by trustee.

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.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto

and that he will warrant and forever defend 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, household or agricultural purposes (see Important Notice below),
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural 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 deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand 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, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, or is not to finance the purchase of a dwelling use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF California) ss.
County of Los Angeles)
7-9-1988

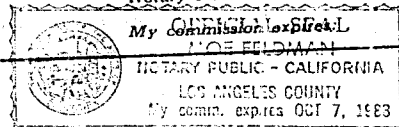
Personally appeared the above named Katrin Dadash-Hakimi and E. D. Hakimi, personally known to me or proved to me on the basis of satisfactory evidence

and acknowledged the foregoing instrument to be voluntary act and deed.

Before me:

(OFFICIAL SEAL) Mae Feldman

Notary Public for



STATE OF OREGON, County of) ss.
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Personally appeared and
who, each being first
duly sworn, did say that the former is the
president and that the latter is the
secretary of

a corporation, and that the seal attixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: Trustee

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

DATED:

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Beneficiary

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.

TRUST DEED

(FORM No. 811)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Katrin Dadash-Hakimi
Eli Dadash-Hakimi
2953 Dona Susana Dr.
Studio City, CA 91604 Grantor

Mannix Investments, Inc.
6253 Hollywood Blvd. #614
Los Angeles, CA 90028 Beneficiary

AFTER RECORDING RETURN TO

Mannix Investments, Inc.
6253 Hollywood Blvd. #614
Los Angeles, CA 90028

SPACE RESERVED
FOR
RECORDER'S USE

Fee \$13.00

STATE OF OREGON,) ss.
County of Klamath

I certify that the within instrument was received for record on the 4th day of August, 1988, at 12:12 o'clock P.M., and recorded in book/reel/volume No. M88 on page 12580 or as fee/file/instrument/microfilm/reception No. 90030 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk
NAME TITLE
By Rhonda M. M... Deputy