

25855

ASPEN 30132
TRUST DEED

0791-SR025

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Trust Deed made this 17TH day of DECEMBER, 19 90, between RAFAEL F. & LETICIA V. CARTACIANO, HUSBAND & WIFE AS GRANTOR BY FN REALTY
 Grantor, and FN Realty Services, Inc., a California corporation, as agent for Aspen Title and Escrow, Inc.,
 an Oregon Corporation as Trustee for Perla Enterprises, Inc., an Oregon Corporation and Western Zapata
 Land Corp., a Nevada Corporation as Beneficiary and Aspen Title and Escrow, Inc., an Oregon Corporation
 as Trustee.

Grantor conveys to Trustee in trust with the power of sale the following described property;
 subject to all reservations, easements, conditions and restrictions of record:

Tract 1107 Block 15 Lot 1
 of FIRST ADDITION SPRAGUE RIVER PINES,
 Klamath County, Oregon

This Trust Deed is given for the purpose of securing performance of each agreement of Grantor herein
 contained and payment of the sum of \$ 11,430.00 Dollars,
 with interest thereon according to the terms of a promissory note executed by Grantor and payable to Beneficiary
 dated 1-15-91, payable in installments with the last installment to become due, if not sooner
 paid, on DECEMBER 15, 2000.

Grantor agrees:

(1) To protect, preserve and maintain said property in good condition and repair and not to commit or
 permit any waste of said property.

(2) To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said
 property.

(3) To keep the property free from all liens and to pay all taxes, assessments, maintenance charges or other
 charges that may be levied or assessed upon or against said property before the same become past due or delinquent.
 Beneficiary, at its option, may pay such items when the same become delinquent and the amount so paid shall be
 added to the principal owing under the promissory note above described at the same rate of interest and with costs
 for collection.

(4) To pay all costs, fees and expenses incurred by Beneficiary or Trustee under this agreement, including
 the costs of title search and other costs and expenses incurred in connection with or enforcing this obligation,
 including attorney's fees.

(5) Upon default by Grantor of any provision of this agreement Beneficiary may declare all sums secured
 hereby to be immediately due and payable.

Grantor and Beneficiary further covenant and agree:

(1) In the event the within described property, or any part thereof, or any interest therein is sold, agreed
 to be sold, conveyed, assigned or alienated by the Grantor without having first obtained 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 become immediately due and payable.

(2) Grantor agrees to pay a collection fee of \$3.00 per month, which fee shall be due and payable with each
 monthly installment of principal and interest.

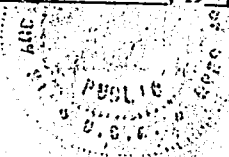
(3) Grantor agrees that in the event any installment is not received by Beneficiary within 15 days of the
 date it is called for under the note, a late charge on such delinquent installment may be charged in an amount equal
 to 10% of the principal and interest portions of such installment, in addition to such costs and expenses (including
 attorney's fees) as called for under said note and Deed of Trust, and that such late charge shall be due and payable
 on or before the due date of the next installment.

Grantor is the owner of the above described property, free and clear of any encumbrances, except those
 above described and will warrant and defend the same against all persons.

IN WITNESS WHEREOF, Grantor has executed this agreement the day and year first above written.

x Rafael F. Cartaciano
 x Leticia V. Cartaciano

STATE OF GUAM, County of AGANA, ss:
 The foregoing instrument was acknowledged before me this 17th day of
DECEMBER, 19 90, by



Roman C. Pel
 Notary Public for Guam and for the Territory of Guam U.S.A.
 My Commission Expires July 31, 1993

RECEIVED 11-23-1991

07-11-26050

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TRUST DEED

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RAFAEL F. CARACIANO, Husband and Wife, of the County of Klamath, State of Oregon, do hereby certify that the following described property is subject to all restrictions, covenants, conditions and restrictions of record:

Tract 1107 Block 1 Lot 1

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 14th day of Feb. A.D., 19 91 at 11:46 o'clock AM. and duly recorded in Vol. M91 of Mortgages on Page 2681

Evelyn Biehn, County Clerk
By Paula Mullins

FEE \$13.00

Return to
FN REALTY SERVICES
35 Lake Ave
Pasadena, Ca. 91101
Attn: Deborah Acc # 0791-SR020

(1) To protect, preserve and maintain said property in good condition and repair and to pay all taxes, assessments, maintenance charges or other charges that may be levied or assessed upon or against said property before the same become past due or delinquent.

(2) To keep the property free from all liens and to pay all taxes, assessments, maintenance charges or other charges that may be levied or assessed upon or against said property before the same become past due or delinquent.

(3) To pay all costs, fees and expenses incurred by Beneficiary or Trustee under this agreement, including the costs of this search and other costs and expenses incurred in connection with or enforcing this obligation.

(4) Upon default by Grantor of any provision of this agreement Beneficiary may declare all sums secured hereby to be immediately due and payable.

(5) Grantor and Beneficiary, jointly covenant and agree:

(a) In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or otherwise disposed of by the Grantor without having first obtained the written consent or approval of the Beneficiary, then, in the Beneficiary's option, all obligations secured by this instrument irrespective of the maturity thereof shall become immediately due and payable.

(b) Grantor agrees to pay a collection fee of \$23.00 per month, which fee shall be due and payable with each monthly installment of principal and interest.

(c) Grantor agrees that in the event any installment is not received by Beneficiary within 15 days of the date it is due, then the entire balance of the note, including all interest and late charges, shall be immediately due and payable.

(d) Grantor agrees that in the event any installment is not received by Beneficiary within 15 days of the date it is due, then the entire balance of the note, including all interest and late charges, shall be immediately due and payable.

(e) Grantor agrees that in the event any installment is not received by Beneficiary within 15 days of the date it is due, then the entire balance of the note, including all interest and late charges, shall be immediately due and payable.

IN WITNESS WHEREOF, Grantor has executed this agreement the day and year first above written.

[Signature]
[Signature]

STATE OF OREGON
County of Klamath
The foregoing instrument was acknowledged before me this 14th day of February, 1991.

ROMAN C. PEL
NOTARY PUBLIC
In and for the County of Klamath, Oregon
My Commission Expires July 31, 1993