

25859

ASPEN 36130
TRUST DEED

Vol. m 91 Page 2689

Trust Deed made this 17th day of December, 1990, between
SHIRLEY A. REYES, A MARRIED WOMAN, AS HER SEPARATE PROPERTY as
 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 8 Lot 18
 of FIRST ADDITION TO 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 \$ TWELVE THOUSAND NINE HUNDRED SIXTY Dollars,
 with interest thereon according to the terms of a promissory note executed by Grantor and payable to Beneficiary
 dated March 1, 1991, payable in installments with the last installment to become due, if not sooner
 paid, on February 01, 2001.

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.

Shirley A. Reyes
 SHIRLEY A. REYES

STATE OF GUAM, County of AGANA, ss:
 The foregoing instrument was acknowledged before me this 17th day of
December, 1990, by

Roman C. Pel
 Notary Public for ROMAN C. PEL
 My Commission Expires NOTARY PUBLIC

In and for the Territory of Guam U.S.A.
 My Commission Expires July 31, 1993

RECEIVED JAN 28 1991

46
 11 NOV 1990
 10 FEB 1991

0741-26018

Page 2689

TRUST DEED

252823

0692

Shirley A. Reyes, a married woman, as her separate property, Grantor, and FN Realty Services, Inc., a California Corporation, as agent for Aspen Title and Escrow, Inc., an Oregon Corporation as Trustee for Beta Enterprises, Inc., an Oregon Corporation and Western Sabata 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 8 Lot 18 of FIRST ADDITION TO SPRAGUE RIVER PINES Klamath County, Oregon

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 A.M., and duly recorded in Vol. M91 of Mortgages on Page 2689
Evelyn Biehn County Clerk
By Pauline Mullendore
FEE \$13.00

(3) 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 of collection.
(4) 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, including attorney's fees.
(5) Upon default by Grantor or 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.
Shirley A. Reyes
SHIRLEY A. REYES

STATE OF OREGON County of AGAMA
The foregoing instrument was acknowledged before me this 17th day of December, 19 90.

[Signature]
Notary Public for
Oregon
My Commission Expires 12/31/93
In and for the State of Oregon, U.S.A.
My Office is at 1111 S. 8th