

Trust Deed made this 21 day of NOVEMBER, 1990, between Beltran B. Gicole & Nelia J. Gicole Husband & Wife as Tenants by as the 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 13 Lot 7  
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 \$ 13,050.00 Dollars, with interest thereon according to the terms of a promissory note executed by Grantor and payable to Beneficiary dated FEB. 15, 1991, payable in installments with the last installment to become due, if not sooner paid, on JANUARY 15, 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.

Beltran B. Gicole  
Nelia J. Gicole

STATE OF GUAM, County of AGANA, ss:  
The foregoing instrument was acknowledged before me this 21ST day of NOVEMBER, 1990, by

Notary Public for Roman Del  
My Commission Expires NOTARY PUBLIC

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

91 FEB 19 PM 3 14

Trust Deed made this 14th day of February 1991 between the  
Belstar R. GIBCO & NEILS J. GIBCO Husband & Wife as Tenants by the  
Entireties, a California corporation, as Grantor, and FN Realty Services, Inc., an Oregon Corporation as Trustee for FN Realty Services, Inc., an Oregon Corporation and Western Equities Fund Corp., a Nevada Corporation as Beneficiary and Aspen Title and Escrow, Inc., an Oregon Corporation as Trustee.

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

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 3:14 o'clock PM., and duly recorded in Vol. M91  
of Mortgages on Page 2749.

FEE \$13.00

Evelyn Biehn County Clerk  
By Pauline Mullendare

Return To:

FN Realty Services  
35 North Lake Ave  
Pasadena Ca 91101

Attn: Deborah Acc # 0791-SR007

(1) To have the property described herein 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, in the event of default, 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 cost of collection.

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

(3) 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 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 manner in which 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 this day and year first above written.

Belstar R. GIBCO & NEILS J. GIBCO  
Aspen Title Co.

STATE OF OREGON, County of KLAMATH  
The foregoing instrument was acknowledged before me this 14th day of FEBRUARY, 1991, by  
Belstar R. GIBCO & NEILS J. GIBCO  
Notary Public for  
My Commission Expires 1991