

25886

ASPEN 36080
TRUST DEED

Vol. 91 Page 2753

Trust Deed made this 2nd day of November, 1990, between David R. Lee & Keiko Lee, husband & wife as tenants by the entirety, 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 1029 Block 4 Lot 16
of _____ 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 \$ 10,500. Dollars, with interest thereon according to the terms of a promissory note executed by Grantor and payable to Beneficiary dated November 2, 1990, payable in installments with the last installment to become due, if not sooner paid, on December 5, 1998.

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.

Witnessed by: [Signature]
11-2-90 John L. Cooper

[Signature]
Keiko Lee

STATE OF _____, County of _____, ss:
The foregoing instrument was acknowledged before me this _____ day of _____, 19____, by _____

Notary Public for _____
My Commission Expires _____

191 FEB 14 PM 3:16

STATE OF HAWAII.
COUNTY OF Honolulu

} ss.

On November 26, 1990 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared John L. Cooper

known to me to be the person whose name is subscribed to the
within instrument as a witness thereto, who being by me duly

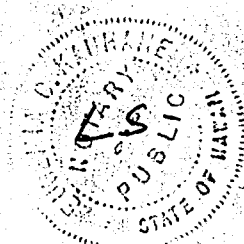
sworn, deposed and said: That he resides at
1907 Nuna Place, Honolulu, HI; that
he was present and saw David R. Lee
and Keiko Lee

personally known to him to be the person described
in, and whose name is subscribed to the within and annexed
instrument, execute the same; and that affiant subscribed his
name thereto as a witness to said execution.

Signature

Guigina C. Kantana

FOR NOTARY SEAL OR STAMP



2754

Return To:
FN Realty Services

35 North Lake Ave
Pasadena Ca 91101

Attn: Deborah Acc # 0791-SR003

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 3:16 o'clock P.M., and duly recorded in Vol. M91
of Mortgages on Page 2753

FEE \$13.00

Evelyn Biehn, County Clerk

By Pauline Mulhender

(2) 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, hypothecated, assigned or otherwise 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 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 with warrant and defense the same against all persons.

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

STATE OF _____ County of _____
The foregoing instrument was acknowledged before me this _____ day of _____

Notary Public for _____
My Commission Expires _____