

30758

ASPEN 36328
TRUST DEED

Vol. 91 Page 11496

Trust Deed made this 19th day of February, 1991, between GENARO T. & MARISSA T. HEBRON, Husband and Wife, Joint Tenants 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 7
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 \$ THIRTEEN THOUSAND FIVE HUNDRED ONLY Dollars, with interest herein according to the terms of a promissory note executed by Grantor and payable to Beneficiary, dated FEB. 19, 1991, payable in installments with the last installment to become due, if not sooner paid, on April 19, 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.

Genaro T. Hebron
Marissa Hebron

STATE OF GUAM, County of AGANA, ss:
The foregoing instrument was acknowledged before me this 19th day of February, 1991, by

Roman C. Pei
Notary Public for ROMAN C. PEI
My Commission Expires NOTARY PUBLIC

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

31 JUN 17 PM 3 34

After Recording return to
FN Realty Services
35 North Lake Ave
Pasadena Ca 91101
Attn: Deborah 0791-SR030

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of ATC the 17th day
of June A.D., 19 91 at 3:35 o'clock P.M., and duly recorded in Vol. M91
of Mortgages on Page 11496.
Evelyn Biehn - County Clerk
By Quinn Mullendore

FEE \$13.00

(1) The undersigned agrees that in the event any installment is not received by Beneficiary within 15 days of the date it is called for, the undersigned shall pay to Beneficiary on such delinquent installment any amount equal to 10% of the original and unpaid portions of such installment in addition to such costs and expenses (including attorney's fees) as called for under said Note and Debt of Trust, and that such late charge shall be due and payable by the undersigned on the due date of the next installment.

...and the
... ..

1. John Doe

[illegible]

My Commission Expires _____
ROMAN C. PEL
ROMAN C. PEL
to and for the Embassy of Guam U.S.
My Commission Expires June 31 1992