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30723

ASPEN 36128
TRUST DEED

0791- SK014

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Trust Deed made this 14 day of DECEMBER, 1990, between
EDDIE V. VILLANUEVA & ELISA G. VILLANUEVA HUSBAND WIFE AS TENANTS BY THE ENTIRETY

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 23
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 DEC. 14, 1990, payable in installments with the last installment to become due, if not sooner paid, on FEB. 28, 2001.

Grantor agrees: This Document is being rerecorded to correct the promissory note date

- (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.

Eddie Villanueva
EDDIE V. VILLANUEVA
Elisa G. Villanueva
ELISA G. VILLANUEVA

STATE OF GUAM, County of AGANA, ss:
The foregoing instrument was acknowledged before me this 14th day of DECEMBER, 1990, by

RECEIVED JAN 28 1991
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

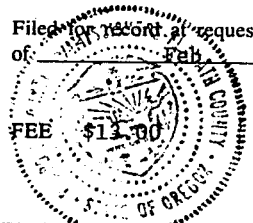
31 FEB 19 11 46
31 JAN 17 09 33 35

11527

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 2693.

Evelyn Biehn, County Clerk
By Preslene Mullender



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Return to: FN Realty Services
35 North Lake Ave
Pasadena Ca 91101
Attn: Deborah Acc # 0791-SR016

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 11526.

On Page 11528.
Evelyn Biehn County Clerk
By Pauline M. Mendenhall

FEE \$10.00

Letter from the author regarding guidelines for use of this document was received by the author on 10/10/19.

1. Page has been edited - indicated by orange

1. The following information is being provided to you for your information only. It is not intended to be used for any other purpose. It is not intended to be used for any other purpose. It is not intended to be used for any other purpose.

10. The following table shows the number of people who have been convicted of a crime in the United States, by race and sex, from 1990 to 2000. The data is presented in millions of people.

will be used for the purpose of the investigation of the activities of the individual in the field of the investigation. (S)

[illegible]

CONFIDENTIAL

EDWARD J. ARLEN
J. ARLEN
EDWARD J. ARLEN

to the _____

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