

31196

TRUST DEED

Vol. ma Page 12292

Trust Deed made this 16th day of February, 1991, between EUSEBIO RAFAEL LEE LAITAN JACOB, A SINGLE MAN 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 1 Lot 19 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 \$ 26,010 (twenty six thousand ten only) Dollars, with interest thereon according to the terms of a promissory note executed by Grantor and payable to Beneficiary dated February 16, 1991, payable in installments with the last installment to become due, if not sooner paid, on April 16, 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.

Eusebio Rafael Lee Laitan Jacob  
EUSEBIO RAFAEL LEE LAITAN JACOB

STATE OF GUAM City of AGANA, ss:  
The foregoing instrument was acknowledged before me this 16th day of FEBRUARY, 1991, by

[Signature]  
Notary Public for ROMAN C. DEL  
My Commission Expires NOTARY PUBLIC

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

12222

TRUST DEED

31136

Trust Deed made this 10th day of February 1991 between  
EUSTACE HARVEY LEE LATTAN JACOB, A SINGLE MAN  
Grantor, and F.N.R.S. Financial Corporation, 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 Equities 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 recorded restrictions, easements, conditions and restrictions of record:

After Recording return to:  
FNRS Financial Corporation  
35 North Lake Ave  
Pasadena, California 91101  
Attn: Sheree Collins

This Trust Deed is given for the purpose of securing performance of each agreement of Grantor herein contained and payment of the sum of \$25,010 (twenty-five thousand and 10/100 Dollars) with interest thereon according to the terms of a promissory note secured by Grantor and payable to Beneficiary dated 10/10/91. The first installment with the last installment to become due, if not sooner, on April 10, 2001.

Grantor agrees:

(1) To preserve and maintain said property in good condition and repair and not to encumber or

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title co. the 27th day  
of June A.D., 19 91 at 10:44 o'clock A. M., and duly recorded in Vol. M91  
of Mortgages on Page 12292  
Evelyn Biehn County Clerk  
By Pauline Mueller  
FEE \$13.00

(1) 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.  
(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 understand, consent 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 all obligations secured by this instrument, prospectively of the maturity dates expressed therein or herein, shall become immediately due and payable.  
(2) Grantor agrees to pay a collection fee of \$25.00 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 shall be noted 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.  
EUSTACE HARVEY LEE LATTAN JACOB  
City of ASHTAB State of OHIO  
The foregoing instrument was acknowledged before me this 10th day of FEBRUARY 1991.  
Notary Public for  
My Commission Expires NOV 24 1991  
In and for the State of Oregon U.S.A.  
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