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HTC 26509 DEED OF TRUST

THIS DEED OF TRUST, made this <u>16</u> day of <u>cct</u>, 1991, between Patscheck-Veiga Development, Inc., a California corporation, Grantor, whose address is 640 North Tustin Avenue, Suite 103, Santa Ana, California 92705, and McGaughey & Georgeff, Beneficiary, whose address is 4386 SW Macadam Avenue, Portland, Oregon 97201, and Chicago Title Insurance Company of Oregon, Trustee, whose address is 888 SW Fifth Avenue, Suite 930, Portland, Oregon 97204.

WITNESSETH:

Grantor hereby bargains, sells and conveys to Trustee in Trust, with power of sale, the following described land ("Property") in Klamath County, Oregon, commonly known as 16066 SW Boones Forry Road, Lake Oswego, Oregon, and more particulary described as:

> E 1/2 NE 1/4 SEC. 26, TOWNSHIP 35, RANGE 9, LYING SOUTH & WEST OF TRACT 1023 KLAMATH COUNTY AND ALSO SEC. 23, SE 1/4 OF THE SE 1/4 LYING SOUTH OF TRACT 1023 KLAMATH COUNTY

which Property is not used principally for agricultural or farming purposes, together with all tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any wise appertaining, and the rents, issues and profits thereof.

This Deed of Trust is for the purpose of securing performance of each agreement of Grantor herein contained and payment in the sum of Fifty Thousand Dollars (\$50,000) with interest in accordance with the terms of an Agreement for Legal Representation of even date herewith and made by Lake Grove Partners, Fred W. Veiga, Carol Veiga-Hope and Raymond R. Patscheck, and a Guarantee Agreement of even date herewith, and all renewals, modifications and extensions thereof, and also such further sums as may be advanced by Beneficiary to Grantor or any of their successors or assigns together with interest at the legal rate.

To protect the security of this Deed of Trust, Grantor covenants and agrees:

1. To keep the Property in good condition and repair; to permit no waste thereof; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property. Grantor represents and warrants that, to Grantor's best knowledge, the Property is currently in compliance with such laws, ordinances, regulations, covenants, conditions and restrictions.

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The following described real property situate in Klamath County, Oregon:

EXHIBIT

Those parcels of land located in the NE¹/NE¹ of Section 1 Township 40 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the South line of Highway 66 where the Range line between Ranges 7 and 8 East of the Willamette Meridian crosses said highway; thence West along said South line, a distance of 198 feet to a point; thence South and parallel to said range line a distance of 220 feet to the true point of beginning of this description; thence continuing South, a distance of 220 feet; thence East a distance of 198 feet to the Range line; thence North along the Range line, a distance of 220 feet; thence West a distance of 198 feet to the point of beginning.

Also beginning at a point on the South line of Highway 66 where the Range line between Ranges 7 and 8 East of the Willamette Meridian crosses said Highway line; thence West along said South line of said Highway, a distance of 198 feet to a point on said South line; thence South and parallel with said Range line, a distance of 220 feet to a point; thence East at right angles to said Range line, a distance of 198 feet to a point on said Range line; thence North along said Range line a distance 220 feet to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of of A.D., 1991	<u>Klamath County Title Co.</u> at4:02o'clockP_M., and	duly recorded in Vol. <u>M91</u> ,
of of	Mortgages on Page Evelyn Biehn	<u>22012</u> . County Clerk
FEE \$18.00	By Qaula	" Muelindare

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law fully seized in fee simple of said described real property and has a valid, unencumbered title thereto and that he will warrant and forever defend the same against all persons whomsoever. The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)* primarily for grantor's personal, family or household purposes (see Important Notice below), (b) for an organization, or (even it grantor is a natural person) are for business or commercial purposes. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the fay and year first above written. * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creation as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. STATE OF OREGON, County of) 55. This instrument was acknowledged before me on . PAULE, UDOSS - Velma S. WOODI bv This instrument was acknowledged before me on by as OFFICIAL SEAL THOMAS A. MOORE NOTARY PUBLICOREGON COMMISSION DO COOLOGY MULLISION EXTINGS NOV. 22, 1994 NEQUEST Notary Public for Oregon My commission expires ______/ 21/23/94 COM 3-2 REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. TO: Trustee The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to DATED: , 19 Beneficiary of lase or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made. TRUST DEED STATE OF OREGON, (FORM No. 881) SS. County of STEVENS NESS LAW PUB. CO., PORTL Nertify that the within instrument was received for record on the day Paul E. Woods and of, 19....., Velma D. Woods SPACE RESERVED Grantor in book/reel/volume No. on page or as fee/file/instru-FOR Motor Investment Company RECORDER'S USE ment/microfilm/reception No......, Record of Mortgages of said County. Beneficiary Witness my hand and seal of County affixed. AFTER RECORDING RETURN TO Motor Investment Company NAME 531 S. 6th St. TITI Klamath Falls, OR 97601 Bv Deputy