

## TRUST DEED

40949

THIS TRUST DEED, made this 2nd day of MAY, 1977, between

JOSEPH M. LAVITT, as Trustee, and  
as Grantor, ASPEN TITLE & ESCROW

as Beneficiary,  
D.T. SERVICE Co., INC. A NEVADA CORPORATION  
WITNESSETH:

**WITNESSETH:**

as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in KLAMATH County, Oregon, described as:

*E. E. Foster, Jr. & H. E. Foster*

PARCEL 7, BLOCK 18, KLAMATH FALLS FURETT ESTATES, HIGHWAY 6,  
UNIT 1, KAMATH COUNTY, OREGON

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FIFTEEN THOUSAND + NO/100 Dollars, with interest thereon according to the terms of a promissory

sum of FIFTEEN THOUSAND + 00/100 Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary of order and made by grantor, the final payment of principal and interest hereof, it

[illegible]

To protect the security of this trust deed, grantor agrees:

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the public office as the beneficiary may require, as well as the cost of all lien searches made for public office or offices, as well as the cost of all lien searches made by the beneficiary or searching agencies as may be deemed desirable by the beneficiary.

[illegible]

5. To keep said premises free from construction liens and to pay all not due or waive any default or notice of default involving the tract due pursuant to such notice.

6. To keep said premises free from construction liens and to pay all taxes, assessments and charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and charges become due or delinquent and promptly deposit the receipts therefor to the benefit of the trust. In the event of any such taxes, assessments or charges should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either directly or indirectly, the beneficiary with funds with which to make such payment or by providing benefit to the trust at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note, shall be added to the principal of the note and shall be a part of this hereby, together with the obligations described in paragraphs 1 through 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without waiver of any rights arising from breach of any of the trust deed and for such payments, with interest as aforesaid, the provisions hereinbefore described, as well as the payment of the obligation hereby secured, shall be a part of the debt secured by this trust deed, to the extent that they are borne by the payment of the obligation hereby described, and all such payment thereof shall, at the option of the beneficiary, not notice, and the payment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and shall be a part of the debt secured by this trust deed.

6. To pay all costs, fees and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the rights or powers of beneficiary or trustee; and in any suit, action or proceeding in which the beneficiary or trustee may appear, including a suit for the foreclosure of this deed, to pay all costs and expenses, including the cost of the beneficiary's or trustee's attorney's fees; the amount of attorney's fees to be paid by the beneficiary or trustee, including evidence of title and mentioned in this paragraph 7 in all cases, shall be determined by the court in its final judgment or order, and the amount of attorney's fees to be paid by the beneficiary or trustee, as determined by the court and in the event of an appeal, such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

*It is mutually agreed that:*

**It is mutually agreed that:**

8. In the event that any portion or all of said property shall have the right of eminent domain or condemnation, beneficiary shall have the right to elect to require that all or any portion of the monies payable right, if so elected, to require that all or any portion of the amount required as compensation for such taking, which are in excess of attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and pay all reasonable costs, expenses, shall be paid to beneficiary and incurred by grantor in such reasonable costs and expenses and attorney's fees applied by it first upon such reasonable costs and expenses and attorney's fees both in the trial and appellate courts, necessarily paid or incurred by beneficiary in the trial and appellate proceedings, and the balance applied upon the indebtedness of beneficiary in such proceedings, and at its option, may elect, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. From time to time upon written request of beneficiary

9. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or any part of the property. The grantor, (d) reconvey, without warranty, all or any part of the property. The beneficiary, in any reconveyance may be described as the "person or persons entitled to any reconveyance may be described as the person or persons legally entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

[illegible]

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary may cause the trustee to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed in equity as a sale, or may direct the trustee to pursue the sale or the foreclosure, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed in equity as a sale.

(3). After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to six days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.735, may cure the default or defaults. If the default consists of a failure to pay, when due, the sums secured by the trust deed, the default may be cured by paying the sums secured by the trust deed at the time of the cure or the such portion as would remain unpaid if no default occurred. Any other default that is capable of being cured may be cured by tendering performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place specified in the notice of sale, which said time and place shall be

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the trustee may sell said property either as he may deem proper or at such time and place as he may deem proper. The trustee shall deliver the parcels and shall sell the parcel or parcels of said property in one parcel or in parcels to the highest bidder for cash, payable at the time of sale. The trustee shall deliver to the purchaser the deed or deeds required by law conveying the property to the purchaser and shall warrant and warrant, express or implied, that the title to the property is free from all covenants or warranty, express or implied, which remain in the deed of any matters of fact shall be the responsibility of the purchaser and the trustee, but including the truthfulness thereof. Any person who is not a party to the sale shall be deemed to be a stranger to the sale.

[illegible]

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, and such instrument shall be recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully 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 if 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 day 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 creditor 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.

(If the signer of the above is a corporation, use the form of acknowledgement opposite.)

STATE OF CALIFORNIA } ss.  
County of Orange  
This instrument was acknowledged before me on  
1-18, 1992, by

Joseph M. Lavitt  
Christine O. Davis  
Notary Public for Oregon

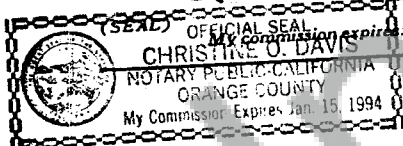
STATE OF OREGON, } ss.

County of \_\_\_\_\_  
This instrument was acknowledged before me on \_\_\_\_\_  
19\_\_\_\_, by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

Notary Public for Oregon

(SEAL)

My commission expires: \_\_\_\_\_



#### 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

Do not lose 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

(FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

JOSEPH M. LAVITT  
13532 ELMERS ST  
CERRITOS, CA 94701  
Grantor

D T SERVICE Co INC  
2001 E FLAMINGO #204  
LOS VEGAS NV 89121  
Beneficiary

AFTER RECORDING RETURN TO

D T SERVICE Co INC  
2001 E FLAMINGO #204  
LOS VEGAS NV 89121

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON, } ss.  
County of Klamath

I certify that the within instrument was received for record on the 12th day of Feb., 1992, at 12:08 o'clock PM., and recorded in book/reel/volume No. M92 on page 2946 or as fee/file/instrument/microfilm/reception No. 40949, Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Bishn. County Clerk  
NAME TITLE  
By Debra L. Muelender Deputy

Fee \$15.00