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TRUST DEED

Vol. 1193 Page 11797

THIS TRUST DEED, made this 20th day of April, 1993, between
~~PACIFIC SERVICE CORPORATION, A NEVADA CORPORATION~~ MICHAEL E. LONG
 as Grantor, ASPEN TITLE AND ESCROW COMPANY, as Trustee, and
 MICHAEL E. LONG as Beneficiary
 PACIFIC SERVICE Corporation -
 A NEVADA CORPORATION

WITNESSETH.

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

LOT 11 BLOCK 126 KLAMATH FALLS FOREST ESTATES, HWY 66, PLAT 4, KLAMATH COUNTY, OREGON

6-30-93A11:48 RCVD

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT A SCRIVENER'S ERROR IN WHICH THE NAMES OF THE GRANTOR AND BENEFICIARY WERE ERRONEOUSLY REVERSED.

0-50-0- 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 and estate

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00)

sum of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

not sooner paid, to be due and payable May 15, 2005, 19

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. 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 first having 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 to become immediately due and payable.

To protect the security of this trust deed, grantor agrees:
 1. To protect, preserve and maintain said property in good condition and repair, not to remove or demolish any building or improvement thereon.

and repair not to remove or demolish any building or improvement not to construct any waste of land.

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 taxes, assessments, fines, penalties, 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 deem desirable; to execute all other documents and affidavits as well as the cost of all lien searches made by, filing officers or searching agencies as may be deemed desirable by the

[illegible]

not cure or waive any default of notice or default hereunder. Beneficiary shall not declare pursuant to this paragraph that it has waived its right to demand notice.

3. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and to make payment of the same, the beneficiary hereby agrees to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment. Beneficiary may at its option, make payment therefor, and the amount so paid, with interest at the rate set forth in paragraph 6 and the amount so paid, with interest at the rate set forth in paragraphs 6 and 7 of this 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 covenants hereof and for such payments, with interest as aforesaid, the property hereinbefore described, as well as the other property of grantor, shall remain subject to the lien of this deed for the payment of the obligation herein secured and all such payments shall be immediately due and payable with interest thereon. In the event of default by grantor in the payment of any such debt or notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and

6 To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's

7. To appear in and defend any action brought to affect the security of the mortgage, whether by beneficiary or trustee; and in any suit or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including reasonable attorney's fees, and to defend the trustee in the event the trustee, claiming evidence of title and the beneficiary's interest in the property, is held liable by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary or trustee's attorney's fees.

It is respectfully advised that

It is mutually agreed that

5. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiaries shall have the right to receive the full amount of any and all monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs and expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary or beneficiaries first up to the amount of such costs and expenses and attorney's fees, and the balance of the amount of such proceedings necessarily paid or incurred by beneficiaries in such proceedings and the balance applied upon the indebtedness secured hereby and grantor agrees, at its own expense to take such action and execute such instruments as may be necessary in obtaining such compensation.

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 the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The grantee in 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

be conclusive proof of the indebtedness of the grantor to the grantee for the services mentioned in this agreement. The indebtedness shall be not less than \$500.00. If payment in default by grantor hereunder, beneficiaries may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and apply the same to the less costs and expenses of operation and collection, including attorney's fees, and

11 The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of tire 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

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 and, in the event the beneficiary at his election directs the trustee to foreclose this trust deed in equity as a mortgage, or directs the trustee to pursue any other right or remedies either at law or in equity, which the beneficiary may have, in the event of default by grantor, the trustee shall execute and cause to be recorded, in writing, notice of default and his election to foreclose, and the trustee shall give written notice of default and his election to foreclose to the beneficiary at the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed.

11 After the trust commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, any sums secured by the trust deed, the default may be cured by payment of the entire amount due at the time of the cure. If there is such portion as would not then be due had the cure been made, the default may be cured by payment of the sums secured by tendering the 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

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be adjourned, and the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee attorney; (2) to the obligations secured by the trust deed; (3) to all persons having recorded liens subsequent to the interest of the trustee; and (4) to the trust as their interests may appear in the order of their priority; and (5) the surplus, if any, to the grantor or to his successor in interest entitled to use

16. Beneficiaries may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder, under the authority herein conferred, 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, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment.

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, beneficiaries 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 bona fide 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; or the state administrator, all cities, counties or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 676.025 to 676.585.

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.

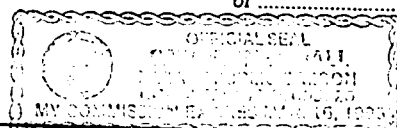
* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

Michael E Long

STATE OF OREGON, County of Washington ss.

This instrument was acknowledged before me on May 20, 1993,
by MICHAEL E LONG

This instrument was acknowledged before me on _____, 19____,
by _____,
as _____,
of _____



My commission expires 3-16-95

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

PACIFIC SERVICE CORPORATION

4615 FAIRCENTER PKWY. #125

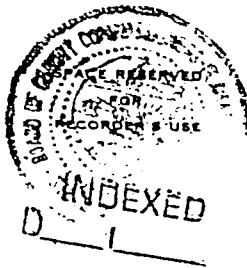
LAS VEGAS, NV 89102

Grantor

MICHAEL E LONG

Beneficiary

Pacific Service Corporation
63 Calle Industries #487
San Clemente, CA 92672



Fees: \$15.00

STATE OF OREGON,
County of Klamath ss.

I certify that the within instrument was received for record on the 25th day of May, 1993, at 10:11 o'clock A.M., and recorded in book/reel/volume No. M93 on page 11797 or as fee/file/instrument/microfilm/reception No. 61972. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

.....Evelyn Biehn County Clerk.....

By Annette Mueller Deputy

15588

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Pacific Serv. Corp the 30th day
of June A.D., 19 93 at 11:48 o'clock A M. and duly recorded in Vol. M93
of Mortgages on Page 15586.

FEE \$15.00

Evelyn Biehn County Clerk

By Laurel M. Hunsicker