

TRUST DEED

Vol. m94 Page 145

73852

as Grantor, Aspen Title & Escrow Inc, as Trustee, and
Realwest Inc. A NEVADA CORPORATION
 as Beneficiary,

WITNESSETH:

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

LOT 22, BLOCK 47, Klamath Forest CSTATES First Addition

Lot 30 Block 32 Klamath Forest Estates First Addition

Lot 2, Block 40, LIAMANTH Forest Estates Trust Amendment

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 Five Hundred Dollars Dollars, with interest thereon according to the terms of a promissory

sum of \$6,000.00 Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary's order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable September 19, 1967 on which the final installment of said note is due. The debt secured by this instrument is the date, stated above, on which the final installment of said note is due, and interest thereon is sold, agreed to be

note of even date herewith, payable to order of SEPTEMBER 24, 1944,
not sooner paid, to be due and payable.
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 herein, shall 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; not to commit or permit any waste of said property.

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 insure in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said land against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than the full replacement value of the buildings as insured; the policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to deliver such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, then the beneficiary may procure the same at grantor's expense. If by beneficiary's negligence any fire or other insurance policy may be lost or the amount collected under any fire or other insurance policy may be lost, in such order as beneficiary cary upon any indebtedness secured by the beneficiary the entire amount so collected, or may determine, or at the option of the beneficiary the entire amount so collected, or any part thereof may be released to grantor. Such application or release shall not be made until the beneficiary has been notified in writing by the beneficiary of such loss or waive any default or notice of default hereunder or invalidate any such application or release. This section shall not be construed to require the beneficiary to do any thing pursuant to such notice.

5. To keep the 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 or other charges become past due or delinquent and promptly to deposit therefor to the beneficiary: should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by party may, at its option, make payment thereof, make such payment, and, as so paid, with interest at the rate set forth in the note secured by this deed, and the obligations described in paragraph 4 of this hereby made, shall be added to and become a part of the debt secured by this deed, without waiver of any rights of the beneficiary from breach of any of the trust deed, without waiver of any rights of the beneficiary with interest as aforesaid, the proponents hereof and for such party, as well as the grantor, shall be bound to the extent hereinafter described, as well as the grantor, shall be bound to the same extent hereinafter described, and shall be bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable upon 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 constitute a breach of 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 security rights or powers of beneficiary or trustee; and in any suit, action 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 evidence fees and the beneficiary's or trustee's attorney's fees; and in all cases shall be bound by the attorney's fees mentioned in this paragraph from any judgment or decree of the trial court and in the event of an appeal from such sum as the amount of the trial court, grantor further agrees to pay 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 be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if so elected, to sue for and recover from any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees, paid to beneficiary and applied by grantor in such proceedings, the costs and expenses and attorney's fees, incurred by beneficiary in such proceedings, necessarily paid or incurred by beneficiary in such proceedings, and the balance applicable to take such actions secured hereby; and grantor agrees to execute and deliver such documents and execute and deliver such documents as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

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 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 performance, the beneficiary may declare all sums secured hereunder immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust or may exercise his power of sale under the mortgage or may cause any other right or remedy, either at law or in equity, to be enforced by advertisement and sale, the beneficiary electing to cause to be recorded his written notice of election and obligation of the trustee to execute and cause to be recorded his written notice of election to sell the said described real property for the purpose and place of sale, give notice hereupon the trustee shall file and proceed to foreclose this trust due secured thereof as then required. **ORS 86.731 to 86.795.**

[illegible]

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 postponed as authorized by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcels in the order of the bids received at the public sale. The sale shall be by auction to the highest bidder for cash, and in the form as required by law conveying said property to the purchaser with all the covenants and warranties that may be required by law. The trustee shall deliver to the purchaser a deed in the form as required by law conveying the property to the purchaser with all the covenants and warranties that may be required by law. The recitals in the deed of any matters of fact shall be the responsibility of the trustee, but including the truthfulness thereof. Any purchase at the sale.

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

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 with full allowance to the successor trustee, the latter shall have the same title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment of a successor trustee shall be made by written instrument executed by the appointing person. Such instrument shall be recorded in the county or counties in 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 in and to 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.

X Salley T. Garland

State of California

County of Yuberside

On 10/26/93 before me,

(DATE)

(NAME, TITLE OF OFFICER - I.E., "JANE DOE, NOTARY PUBLIC")

personally appeared

Salley T. Garland
(NAME(S) OF SIGNER(S))

RIGHT THUMBPRINT (OPTIONAL)

TOP OF THUMB HERE

CAPACITY CLAIMED BY SIGNER(S)

- ☐ INDIVIDUAL(S)
☐ CORPORATE

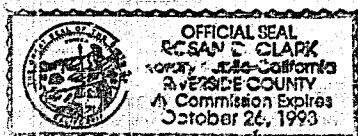
- OFFICER(S) _____ (TITLE(S))
☐ PARTNER(S)
☐ ATTORNEY IN FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(ES))

Personally known to me - OR -

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



RCSAN C. CLARK
(SIGNATURE OF NOTARY)

(SEAL)

ATTENTION NOTARY: The information requested below is OPTIONAL. It could, however, prevent fraudulent attachment of this certificate to any unauthorized document.

THIS CERTIFICATE
MUST BE ATTACHED
TO THE DOCUMENT
DESCRIBED AT RIGHT:

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

Trust Deed

(SIGNATURE OF NOTARY)

10/26/93

MCOTTS FORM 63240 - ALL PURPOSE ACKNOWLEDGMENT WITH SIGNER CAPACITY/REPRESENTATION/FINGERPRINT - Rev. 12-92

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TRUST DEED

(FORM NO. 881)

BY (BUSINESS LAW-PUB. CO.) PORTLAND, ORE.

Salley T. Garland
1505 PENNACIA CIRCLE
LAS VEGAS NV 89102

Grantor

D.T. Service Inc
1061 E FLAMINGO AVE
LAS VEGAS NV 89119

Beneficiary

AFTER RECORDING RETURN TO

Franklin

13825

SPACE RESERVED
FOR
RECORDER'S USE

Fee \$15.00

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 4th day of Jan, 1994, at 10:08 o'clock A.M., and recorded in book/reel/volume No. M94 on page 145 or as fee/file/instrument/microfilm/reception No. 73852, Record of Mortgages of said County.

Witness my hand and seal of County attixed

Evelyn Biehn, County Clerk
NAME TITLE

By Pauline M. Anderson Deputy