

1834

TRUST DEED

Valmar Page 305

THIS TRUST DEED made this 21st day
THE NEW EARTH COMPANY, AN OREGON CORPORATION,

- March

25-94 Octave

ASPER TITLE & ESCROW, INC.,
SARAH JAMA GREEN AND JAMES JOSHUA GREEN AND PETER GREEN,
as Grantor,
as Trustee, etc.

as Beneficiary
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in

AS QDP EXHIBIT HAIL ATTACHED HERETO, LISTED ON THIS PAGE ARE THE NAMES OF THE

AT THE END OF THE DAY, BY INDIVIDUALS ONLY MADE A PAY

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COMMISSIONER OF INTERNAL REVENUE
WILLIAM T. DAVIS
DIRECTOR OF BUREAU OF INVESTIGATION
FEDERAL BUREAU OF INVESTIGATION
DEPARTMENT OF JUSTICE

together with all and singular the documents, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, dues and profits thereof and all tuncres now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING THE PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ONE HUNDRED TWENTY THOUSAND AND NO/100

(\$120,000.00) 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, not sooner paid, to be due and payable March 25, 1999.

The date of maturity of the debt secured by this instrument is the date stated above, on which the final installment of the 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

To protect the security of this trust deed, Taylor agrees, without limitation, to do all of the following:

To complete or restore promptly and in good and habitable condition any Building or improvement which may be constructed or maintained thereon; not to commit or permit any waste of the property.

3. To comply with all laws, ordinances, regulations, constraints, conditions and restrictions affecting the 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 record the same in the office of the appropriate public officer.

To provide and continuously maintain insurance on the buildings now or hereafter erected on the property 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 insurable written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary~~

at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any life or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to 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 providing beneficiary with funds with which to make such payment; beneficiary may, at its option, make payment thereto, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 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 covenants hereof and for such payment, with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payment shall be immediate, due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable.

able and constitute a breach of this trust deed.

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 trustees incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

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 or 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 of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph, in all cases shall be fixed by the trial court and in the event of an appeal from any judgment of decree 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.

3. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, here-

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 admitted to insure title to real property in this state, a notary public, officer, agent or branch, the United States or any agency thereof, or an escrow agent licensed under ORS 695.505 to 695.585.

STATE OF OREGON

TRUST DEED County of _____

I certify that the within instrument was received for record on the day of 19

at 10 o'clock M. and recorded
in book/reel/volume No. on
page 100 of 100 pages.

~~Document/microfilm/reception No. _____
Record of _____, _____ County~~

After Recording Return to County Clerk's Office
PETER BROWN *Peter Brown*
County Sheriff.

which has become or the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by Plaintiff in such proceeding shall be paid to Plaintiff and applied upon all reasonable costs and expenses and attorney's fees, both principal and appellate, necessary to be paid or incurred by Plaintiff in such proceedings, and the balance applied upon the indebtedness of Plaintiff to Plaintiff's attorney for fees, expenses and costs, such instruments as shall be necessary.

or obtainable by a conveyance 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 reconveyance, 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 the 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 liens or charges thereon; (d) reconvey, without warranty, all or any part of the property. The grantees in any reconveyance may be described as the "person or persons legally entitled thereto, and the residuals therein of any cahters or dacts 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 \$10.00.

tee for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary 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 the 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, less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of the 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 same as if done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's 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 elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, 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 a written notice of default and election to sell the 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 accordance with the laws of the state in which the property is located.

13. After the trustee has commenced foreclosure by repossession and sale, and if "any time prior to 5 days before the date the trustee conducts the sale" the grantor or any other person so privileged by ORS 88.753, may cure the default or defaults. If the default consists of a "failure to pay" when due, "time secured by the trust deed," the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by rendering 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 by law."

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 the sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for costs, payable at the time of sale. Trustee shall deliver to the purchaser its deed to forecast this trust deed in the manner provided in ORS 88.753.

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 the grantor and beneficiary, may 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 expenses of sale, including the compensation of his trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustees in the trust deed as their interests may appear in the order of their priority and (4) the surplus. If any trustee dies or becomes incapable of managing his personal affairs, his estate or guardianship may exercise the power of sale.

"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 which when recorded in the mortgage records of the county or counties in which the property is situated shall be prima facie evidence of the same.

17. Trustee agrees to file when needed, duly executed, all acknowledge, to make a public record as provided by law. Trustee
is also obliged to notify any party named or pending sale under any other deed of trust or of any action or proceeding in which grantor,
trustee or any other party named in this instrument may be involved.

13. The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and that it is unencumbered title thereto.

The grantor waives the procedure represented by the above described note and this trust deed are to be held as personal property of the grantor personally, as household property (see Important Notice, below), or retained for an indefinite period of time for business or commercial purposes.

This deed applies to, belongs to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns of the trust described herein, mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, inserted and applied to make the provisions herein apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

THE NEW EARTH COMPANY

Daryl J. Kolman, Secretary

FOR THE LOCAL STATION OF ORACOM, County of Klamath.)

1. The following documents were issued by the Ministry of Defense before the date of the
incident. The following documents were issued by the Ministry of Defense before the date of the
incident.

This instrument was acknowledged before me on March 30, 1994
by Daryl J. Kolman

OFFICIAL SEAL - PRESSED
SANDRA SPARANGENO, Net Worth Company, an Oration Corporation

SANDRA SCHARELLUS / THE COMPANY INC. VIRGIN CORPORATION
NOTARY PUBLIC - OREGON
COMMISSION NO. 025323
EXPIRATION DATE 12/31/2023

Notary Public for Oregon
7-3-97

RECORDED AND INDEXED BY THE LIBRARY STAFF OF THE UNIVERSITY OF TORONTO LIBRARIES.

TO: [REDACTED] (RECEIVED BY MAIL OR TELEGRAPHIC TELEGRAM ONLY WHEN CHARGES HAVE BEEN PAID.)

The undersigned is the legal owner and holder of all rights, title and interest in the foregoing trust deed. All sums reported by the trust deed have been fully paid and satisfied. You hereby are directed, commanded and required to pay over any sum owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidence of indebtedness created by the trust deed which are delivered to you pursuant

10

Do not lose or destroy this useful paper OR THE HOPE which it contains.
It must be delivered to the trustee in bankruptcy.

136-1

ALL of Lot 6, Block 48, NICHOLS ADDITION TO THE CITY OF KLAHATH FALLS, in the County of Klamath, State of Oregon.

EXCEPTING THEREFROM the most westerly 19 feet of said Lot as conveyed by Samuel T. Summers and Nellie H. Summers, husband and wife to Horace S. Clark by Deed dated January 16, 1905, and recorded February 23, 1905, in Book 17 at Page 163, Deed Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM the Southeast twelve feet (SE 12 feet) of the Northeast Forty-seven and 33/100 (NE 47.83 feet) of Lot 6, Block 48, Nichols Addition to the City of Klamath Falls, which was deeded to the City of Klamath Falls to be used as an alley by the Public as recorded October 27, 1958 in Book 305 at Page 350, Deed Records of Klamath County, Oregon.

CODE L.L. MAP 3809-32M11 8000

STATE OF OREGON: COUNTY OF KLAHATH ss.

Filed for record at request of Aspen Title Co the 30th day
of MARCH, A.D. 1994 at 3:33 o'clock P.M., and duly recorded in Vol. M94
of Mortgages on Page 9387.

REC'D \$20.00

Evelyn Kiehn County Clerk
Deelene Neelendore