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43-36-0

XP CVI

TRUST DEED

THIS TRUST DEED made this 14th day of March, 1994, between
THE NEW EARTH COMPANY, AN OREGON CORPORATION

ASPEN TITLE & ESCROW, INC. _____, as Grantor,
 SARAH JAMA GREEN AND JAMES JOSHUA GREEN AND PETER GREEN _____, as Trustee, and

_____, 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 follows:

AS PER EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.....



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 revenues and profits thereof and all things now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of ONE HUNDRED TWENTY THOUSAND AND 40/100

(\$120,000.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith payable to bearer or order and made by transfer the final payment of principal and interest sum of

not sooner paid, to be due and payable, March 25, 1999, 1999.

To protect the security of this trust deed, I hereby agree, covenant, promise and bind myself, my heirs, assigns, personal representatives, and all persons claiming by, through or under me, to protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to contain or permit any waste of the property; and to complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred thereon.

3. To comply with all laws, ordinances, regulations, covenants, 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 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 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 value 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 fire 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.

15. 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 or 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 thereof, 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 payments, 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 payments shall be immediately 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 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 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 of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this paragraph 7 in all cases shall be fixed 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's or trustee's attorney's fees on such appeal.

It is mutually agreed that the Government of the United States shall have the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking

TRUST DEED

STATE OF OREGON

12-1-1944

County of San Diego State of California
 I certify that the within instrument
 was received for record on the
 day of April 1919

at _____ o'clock _____ M., and recorded
in book (real/volume) No. _____ on _____

page _____ or as fee/file/institu-
tion/parent/child/relationship file

After Recording Return to (Name, Address) ZIP
 PETER STEIN 10000 70 HILL AVE
 Saddle River, New Jersey 07634
 201 261 7000
 BERLIN, N.J. 08020

All of Lot 6, Block 48, NICHOLS ADDITION TO THE CITY OF KLAMATH 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 83/100 (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 360, Deed Records of Klamath County, Oregon.

CODE 1.1 MAP 3809-32NA TL 8000

STATE OF OREGON: COUNTY OF KLAMATH 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
HER \$20.00 Evelyn Biehn County Clerk
By Evelyn Biehn