I HIS T	\296-7467 RUST DEED, made this 1.0 LE DEVELOPMENT, L.L.C. a	day of Ar Oregon Limited Liabi	pril Page 10217- bril 19 95 between
* **			as Grantor, as Trustee, and
JELD-WEN	inc., an oregon corporac		as Beneficiary,
<i>Grantor</i> Klamath	irrevocably grants, bargains, sel.	WITNESSETH: Is and conveys to trustee in	trust, with power of sale, the property in
	t 7 in Block 3 o the official plat thereo amath County, Oregon.	of TRACT 1126, FIRST AI of on file in the office	ODITION TO FERNDALE , according ce of the County Clerk of
	And the second of the second o		
gother with all	and singular the tenements, hereditam	ents and appurtenances and all of	her rights thereunto belonging or in anywise now thereafter attached to or used in connection with
ne properly. FOR THI FITTEEN ******* ote of even da of sooner paid, The date ecomes due an rty or all (or a	E PURPOSE OF SECURING PERFO thousand dollars and no/ ************************************	ORMANCE of each agreement of /100 s (\$15,000.00)*** ********** Dollars, with intere- order and made by grantor, the s of note	grantor herein contained and payment of the sum ********************* st thereon according to the terms of a promissory final payment of principal and interest hereof, if above, on which the final installment of the note , convey, or assign all (or any part) of the proponsent or approval of the beneficiary, then, at the turity dates expressed therein, or herein, shall be- mement** does not constitute a sale, conveyance or
To protect To pro	ct the security of this trust deed, granto ofect, preserve and maintain the properent, preserve and maintain the properent; not to commit or permit any waste mplete or restore promptly and in good troyed thereon, and pay when due all comply with all laws, ordinances, regulating in the proper public office or cy be deemed desirable by the beneficiary ovide and continuously maintain insurant and such other hazards as the beneficiary as insured; if the grantor shall fail for a days prior to the expiration of any post grantor's expense. The amount collected, may be released to grantor. Such date any act done pursuant to such not expense, the property free from construction or against the property before any parer receipts therefor to beneficiary; and the property free from construction or against the property before any parer receipts therefor to beneficiary; and the property here in by dary may, at its option, make payment of the obligations described by this trust deed, without waiver of a saforesaid, the property herein before payment fereed hall, at the option of titute a breach of this trust deed, and connection with or in enforcing to preserve the propersy herein described in connection with or in enforcing to preserve the propersy herein described in connection with or in enforcing to preserve the propersy herein described in connection with or in enforcing to preserve the propersy herein described in connection with or in enforcing to preserve the preserve of this to and expenses, including evidence of this paragraph 7 in all cases shall be it, grantor further agrees to pay such sur	or agrees: orty in good condition and repair; of of the property. If and habitable condition any built on the property. If and habitable condition any built on the property. If and habitable condition any built on the property of the latter and research of the uniform Conditions, as well as the cost of all it yy. If any in time to time required the latter and the property of the latter and the property of the latter and the property of insurance now or hereafter of the latter and the property of insurance now or hereafter of the latter and the property of application or release shall not extince. If any liens and to pay all taxes, assessments and ould the grantor fail to make paymined the grantor fail to make paymined in payment or by providing ber thereof, and the amount so pail any rights arising from breach of described, as well as the grantor, cribed, and all such payments shall he beneficiary, render all sums sectifus bilgation and trustee's and a ceeding purporting to affect the section of the payment of the payments will be an all such payments shall acceding purporting to affect the section of the payments of the payments and the beneficiary's or trusted by the trial court and in the mas the appellate court shall adjust and the payellate court shall adjust and the payell	not to remove or demolish any building or im- lding or improvement which may be constructed, trictions affecting the property; if the beneficiary mmercial Code as the beneficiary may require and tien searches made by filing officers or searching hereafter erected on the property against loss or ire, in an amount not less than \$ VACANT. Land collicies of insurance shall be delivered to the bene- trance and to deliver the policies to the beneficiary placed on the buildings, the beneficiary may pro- ance policy may be applied by beneficiary upon tion of beneficiary the entire amount so collected, tre or waive any default or notice of default here- essments and other charges that may be levied or other charges become past due or delinquent and entitle of the seases ments, insurance premiums, testiciary with funds with which to make such pay- d, with interest at the rate set forth in the note trust deed, shall be added to and become a part of any of the covenants hereof and for such payments, shall be bound to the same extent that they are the time deaded to and become a part of any of the covenants hereof and for such payments, where the payents are the same extent that they are the time deaded to and become a part of any of the swell as the other costs and expenses of the entred by this trust deed immediately due and pay- ented by well as the other costs and expenses of the
ficiary shall h	ave the right, it it so elects, to requir	r must be either an attorney, who is an a	clive member of the Gregon State Bar, a bank, frust compan
NOTE: The Trust or savings and to	oan association authorized to do business und tate the sub-cidiaries, affiliales, apenis or branci	1162' file filliten omtos al mil affortal more	of, or an escrow agent licensed under ORS 696.505 to 696.585
NOTE: The Trust or savings and to property of this si	oan association authorized to do dustriess cital tate, its subsidiaries, affiliates, agents or branci	nes, me united states of any agency more	
NOTE: The Trust or savings and to property of this si	oan association authorized to du dianess distate, its subsidiaries, affiliates, agents or branci 2 USC 1701j-3 regulates and may prohibit exe suggests that such an agreement address th	nes, me united states of any agency more	nt in complete detail. STATE OR OREGON,
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which are in excess of the amount required to pay all reasonable costs, expenses and attorney's less necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it that young ny reasonable costs and expenses and attorney's less, both in the trial and applied courts, necessarily paid or incurred by beneficiary in expensed in the trial and applied courts, necessarily paid or incurred by beneficiary in expensed in the trial and applied upon the indebtedness secured hereby; and grantor afrees, at: its own expense, it takes such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon bonelicary's request.

3. At any time and from time to time upon written request of beneficiary, payment of its less and presentation of this deed and the independent of the control of the payment of the independent of the control of the payment of the independent of the control of the payment of the independent of the control of the payment of the independent of the control of the payment of the payment of the payment of the payment of the property, (b) join in granting any essentent or creative of the payment of the pa

grantor and beneliciary, 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 the 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 trustee in the trust deed as their interests may appear in the order of their priority and (4) the surplus, it any, to the grantor or to any 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 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. Bach 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 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.

The grantor covenants and agrees to and with the beneficiary and the beneficiary a successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto

and that the grantor will warrant and forever delend 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:

(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 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

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.	FERNDALE DEVELOPMENT, L.L.C, an Oregon Limite Libility Company By- Toffung Low
by	ed before me on 4/19
OFFICIAL SEAL JANET L. BIDEGARY NOTARY PUBLIC-OREGON COMMISSION NO. 0-2-2-2 NOT COMMISSION EXPIRES SER 26, 1956 MY COMMISSION EXPIRES SER 26, 1956	Motary Public for Oregon commission expires
The undersigned is the legal owner and holder of all indebtedness sed leed have been fully paid and satisfied. You hereby are directed, on payn trust deed, or pursuant to statute, to cancel all evidences of indebtedness sed logether with the trust deed) and to reconvey, without warranty, to the p	cuted by the foregoing trust deed. All sums secured by the trust ent to you of any sums owing to you under the terms of the

REQUEST FOR FULL RECONVEYANCE (To be	used only when obliga	rilons have been paid.)
TO:	and the second	in the second se
The undersigned is the legal owner and holder of all indebted deed have been fully paid and satisfied. You hereby are directed, or trust deed or pursuant to statute, to cancel all evidences of indebted together with the trust deed) and to reconvey without warranty to	paymont to you of	any sums owing to you under the terms of the
together with the trust deed) and to reconvey, without warranty, to held by you under the same. Mail reconveyance and documents to		led by the terms of the trust deed the estate now
DATED: to live this baid you seemily		A CONTRACTOR OF THE CONTRACTOR
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.		Beraliciary

California all-purpose acknowledgment

No. 5907

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Ø	State of <u>California</u>	ي
8	County ofSan_Diego	
Ø	0	
8	DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE: NOTARY PURPLIC"	r
8	personally appeared R. Frich Grosse	
	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. JOAN E. HENDRICK COMM* PUBSE - Ceations SAN DIEGO COUNTY WHY COMM. Expires FEB 27, 1998	
ŀ	SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)	
	SIGNER(S) OTHER THAN NAMED ABOVE	
23		اِڃ
	OF OREGON: COUNTY OF KLAMATH: ss.	
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