

ACIS 1277

ATC 204043574  
TRUST DEED

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Trust Deed made this 20 day of FEB, 1994, between  
NESTOR R. ABLOG + VIOLETA C. ABLOG, HUSBAND + WIFE AS TENANTS BY THE ENTIRETY  
 Grantor, and FN Realty Services, Inc., a California corporation, as agent for Aspen Title and Escrow, Inc.,  
 an Oregon Corporation as Trustee for Perla Enterprises, Inc., an Oregon Corporation and Western Zapata  
 Land Corp., a Nevada Corporation as Beneficiary and Aspen Title and Escrow, Inc., an Oregon Corporation  
 as Trustee.

Grantor conveys to Trustee in trust with the power of sale the following described property;  
 subject to all reservations, easements, conditions and restrictions of record:

Tract 1029 Block 1 Lot 13  
 of \_\_\_\_\_ SPRAGUE RIVER PINES,  
 Klamath County, Oregon

This Trust Deed is given for the purpose of securing performance of each agreement of Grantor herein  
 contained and payment of the sum of \$ 11,000.00 Dollars,  
 with interest thereon according to the terms of a promissory note executed by Grantor and payable to Beneficiary  
 dated FEB 20, 1994, payable in installments with the last installment to become due, if not sooner  
 paid, on APRIL 1, 2004.

Grantor agrees:

(1) To protect, preserve and maintain said property in good condition and repair and not to commit or  
 permit any waste of said property.

(2) To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said  
 property.

(3) To keep the property free from all liens and to pay all taxes, assessments, maintenance charges or other  
 charges that may be levied or assessed upon or against said property before the same become past due or delinquent.  
 Beneficiary, at its option, may pay such items when the same become delinquent and the amount so paid shall be  
 added to the principal owing under the promissory note above described at the same rate of interest and with costs  
 for collection.

(4) To pay all costs, fees and expenses incurred by Beneficiary or Trustee under this agreement, including  
 the costs of title search and other costs and expenses incurred in connection with or enforcing this obligation,  
 including attorney's fees.

(5) Upon default by Grantor of any provision of this agreement Beneficiary may declare all sums secured  
 hereby to be immediately due and payable.

Grantor and Beneficiary further covenant and agree:

(1) 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 having first 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.

(2) Grantor agrees to pay a collection fee of \$3.00 per month, which fee shall be due and payable with each  
 monthly installment of principal and interest.

(3) Grantor agrees that in the event any installment is not received by Beneficiary within 15 days of the  
 date it is called for under the note, a late charge on such delinquent installment may be charged in an amount equal  
 to 10% of the principal and interest portions of such installment, in addition to such costs and expenses (including  
 attorney's fees) as called for under said note and Deed of Trust, and that such late charge shall be due and payable  
 on or before the due date of the next installment.

Grantor is the owner of the above described property, free and clear of any encumbrances, except those  
 above described and will warrant and defend the same against all persons.

IN WITNESS WHEREOF, Grantor has executed this agreement the day and year first above written.

Witness: Dan Fry  
2-20-94

Debra Poley  
Violeta C. Ablog

STATE OF \_\_\_\_\_, County of Notary on Back, ss:  
 The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by

after Recording Return to:  
West Star  
116 North Maryland Ave Lower Level  
Glandale, Calif 91206  
attn: Lyodor Mansour

Notary Public for \_\_\_\_\_  
 My Commission Expires \_\_\_\_\_

090-SR 0550

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FOR NOTARY SEAL OR STAMP



MY COMMISSION EXPIRES: 11-14-95

STATE OF HAWAII,  
CITY AND COUNTY OF HONOLULU

}  
} SS.

On Feb 20, 1991 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Don Foy, known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposed and said: That he resides at 7514 MOKUVELE PL. HON. HI 96825; that he was present and saw Nestor R. & Virginia C. A. B. G. personally known to him to be the person described in, and whose name is subscribed to the within and annexed instrument, execute the same; and that affiant subscribed his name thereto as a witness to said execution.

Notary Signature

John A. Talamona

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co the 10th day of Aug A.D., 19 95 at 10:48 o'clock A M., and duly recorded in Vol. M95 of Mortgages on Page 21234.

FEE \$15.00

Bernetha G. Letsch, County Clerk  
By Douglas Mulendore