34425

RECORDATION REQUESTED BY

SIMI VALLEY BANK 1475 E. LOS ANGELES AVE P.O. BOX 687 SIMI VALLEY, CA. 93085

WHEN RECORDED MAIL TO:

SIMI VALLEY BANK 1475 E. LOS ANGELES AVE P.O. BOX 687 SIMI VALLEY, CA 93665

SEND TAX NOTICES TO:

SIMI VALLEY BANK 1476 E. LOS ANGELES AVE P.O. BOX 687 SIMI VALLEY, CA 93065

1396-8129

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE (ME)

DEED OF TRUST

THIS DEED OF TRUST IS DATED FEBRUARY 28, 1997, among FOUR A'S RANCH, INC., AN OREGON CORPORATION, whose address is 37815 MCCARTIE LANE, BONANZA, OR 97623 (referred to below as "Grantor"); SIMI VALLEY BANK, whose address is 1475 E. LOS ANGELES AVE, P.O. BOX 687, SIMI VALLEY, CA 93065 (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Simi Valley Bank, whose address is 1475 E. Los Angeles Ave. Simi Valley, Ca. 93065 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee for the benefit of Lender as Beneficiary all of Grantor's right, illie, and interest in, to and under the Lease described below of the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fodures; all easements, rights of way, and appurtenances; all water, water rights and ditch rights discussed of animon business, improvements and induses, as essentions, ignis of way, and appointmenters, as ware, water ignis and office (including stock in utilities with dilch or impation rights); and all other rights, royalities, and profits relating to the real property, including without limitation thousing stock in biliness with order or impation rights), and all prints regardly to the real property, increasing without unmation any rights Grantor later acquires in the see simple title to the land, subject to the Lease, and all minerals, oil, gas, geothermal and similar matters, located in KLAMATH County, State of Oregon (the "Real Property"):

ALL SECTIONS 9 AND 16; W1/2 W1/2 SECTION 15, E1/2 AND E1/2 NW 1/4 SECTION 17; SE 1/4 AND E1/2

The Real Property or its address is commonly known as 37815 MCCARTIE LANE, BONANZA, OR 97623.

Grantor presently assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants Lender a Uniform Commercial Code security interest in the

DEFINITIONS. The following words shall have the following meanings when used in this Deed of Trust. Terms not otherwise defined in this Deed of Trust shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful

Beneficiary. The word Beneficiary means SIMI VALLEY BANK, its successors and assigns. SIMI VALLEY BANK also is referred to as "Lender"

Deed of Trust. The words "Deed of Trust" mean this Deed of Trust among Grantor, Lender, and Trustee, and includes without limitation at

Grantor. The word "Grantor" means any and all persons and entities executing this Deed of Trust, including without limitation FOUR A'S RANCH.

Guaranter. The word "Guaranter" means and includes without Emilation any and all guaranters, sureties, and accommodation parties in

Improvements. The word "improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Granfor or expenses incurred by Trustee or Lender to enforce obligations of Granfor under this Deed of Trust, together with interest on such amounts as provided in this Deed of Trust. In addition to the Note, the word "Indebtadness" includes all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender sgainst Grantor, or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or contingent, liquidated or unliquidated and whether Grantor may be liable individually or jointly with others, whether obligated as guaranter or otherwise, and whether recovery upon such indebtedness may be or hereafter may become barred by any statute of limitations, and whether such indebtedness may be or hereafter may become otherwise unenforceable. (Initial Here

Lease. The word "Lease" means the lease of the Property between and Granfor

Lender. The word "Lender" means SIMI VALLEY BANK, its successors and assigns.

Mote: The word "Note" means the Bots dated February 23; 1997, in the principal amount of \$75,000.00 For Grantor to Lander. logether with all renewals, extensions, modifications, refinancings, and substitutions for the Note. The rate of interest on the Note is subject to

Personal Property. The words "Personal Property" mean all equipment, fodures; and other articles of personal property new or hereafter owned by Grantor, and now or hereafter attached or afficed to the Real Property; together with all accessions, parts, and additions to, all replacements of and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. This words "Real Property" mean the property, interests and rights described above in the "Conveyance and Grant" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan related Documents. The words related Documents instant and measure without immediately noted, which agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the

Trustee. The word "Trustee" means Simi Valley Bank and any substitute or successor trustees.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDESTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the

Possession and Use. Until the occurrence of an Event of Default, Grantor may (a) remain in possession and control of the Property. (b) use. Operate or manage the Property, and (c) cosect any Rents from the Property. The following provisions relate to the use of the Property or to other imitations on the Property. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION. Immirions on the property. This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county flanning department to verify approved uses and to determine any limits on lawsuits against farming or forest practices as defined in ors

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Deed of Trust, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9501; et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, of seq., Chapters 6.5 through 7.7 of Division 20 of the California Health and Safety Code, Section 25100, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "nazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants shall also include, without immation, periodeum and periodeum by-products of any naction instead and aspestos. Chanton represents and visuality to Lender that: (a) During the period of Granton's leasehold interest in the Property, there has been no use, generation, manufacture, storage, to Lender that. (a) During the period of Change is leasened interest in the cropperty, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property. (b) treatment, usposal, release or integrence resease or any nazarosus waste or substance by any person on, under, about or som the property. (or Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, to any use, generation, manuscrime, storage, regardent, orspess, release, or uneatened release or any nezarrous waste or sousance on, since, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing. (i) neither Grantor nor any length; contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any tensing contractor, agent or other authorized user or the Property shall use, generate, manufacture, store, user, dispose or, or head and hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described applicable federal and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described applicable repeat, state, and local taws, regulations and cromatices, including without immediate laws, regulations, and cromatices described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender thay death appropriate to determine compliance of the property with this section of the Dead of those only inspectable of case and responsibility or liability on the part of Lender to Grantor or to any strain de for centeer's purposes only and strain for de constitued to create any responsibility or maning on the part of centeer to claimed to constitue of the person. The representations and warranties contained herein are based on Granton's due diligence in investigating the Property for bazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnity and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer centuer against any and an earning, 100000, naturation, damages, parameter, and expenses which centure may discount or interestly sensing to sufficient a breach of this section of the beed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or resulting from a prescriber this section of the beed of Trust, including the obligation to indemnity, shall survive the payment of the Indebidness and the satisfaction and reconveyance of the tien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the

Nulsance, Waste. Grantor shall not cause, conduct or permit any ribisance nor commit, permit, or suffer any stripping of or waste on or to the Properly or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

Removal of Improvements. Grantor shall not demotish or remove any improvements from the Real Propeny without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make an angements satisfactory to Lender to replace

Lender's Right to Enter. Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Triest.

Compliance with Governmental Requirements: Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinarce; or regulation and withhold compliance during any proceeding including appropriate appears so long as Grantor has notified Lender in withing prior to doing so and so long as, in Lender's sole opinion, certainly proceed in the Property are not propertied. Lender may require Grantor to post adequate security or a surely bond, reasonably

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

COMPLIANCE WITH LEASE. Grantor will pay all rents and will strictly observe and perform on a timety basis all other terms, coverlants, and conditions of the Lease. Grantor will indemnify and hold Lender harmlest against all actions; proceedings, costs including attorneys fees, demands, and damages whatsoever which may be incurred by reason of Grantor's failure to pay rents or strictly observe or perform under the Lease.

Other Agreements Relating to the Lease. Grantor further agrees (a) not to surrender, terminate, or cancel the Lease, and (b) not to modify, change, supplement, alter, or amend the Lease, either orally or in writing without Lender's prior written consent. Any attempt by Grantor to do any of the foregoing without Lender's prior written consent will be vold and of no force and effect. At Lender's option, Grantor will deposit with Lender as further security all original documents relating to the Lease and the leasehold interest in the Property. Unless Grantor is in breach or default of interest. No estate in the Property, whether fee title to the leasehold premises; the leasehold estate, or any subleasehold estate, will merge without Lender's express written consent; rather these estates will remain separate and distinct, even if there is a union of these estates in the landord, simple title, or any other leasehold or subleasehold title to the Property, that title will, at Lender's option, immediately become subject to the terms of this Dead of Trust, and Grantor will execute, deliver and record all documents necessary or appropriate to assure that such title is secured by this Dead of Trust.

Notices Relating to the Lease. Grantor will promptly notify Lender in writing:

- (a) If Grantor is in default in the performance or observance of any of the terms, covenants, or conditions which Grantor is to perform or observe under the Lease;
- (b) If any event occurs which would constitute a default under the Lease;
- (c) If any notice of default is given to Grantor by the landlord under the Lease:
- (d) If, pursuant to the Lease, any proceeds received for the Property are deposited with someone other than Lender, whether received from any insurance on the Property or from the taking of any or all of the Property by eminent domain; and
- (e) If any arbitration or appraisal proceedings are requested or instituted pursuant to the Lease.

Grantor agrees to provide Lender promptly with a copy of all written materials relating to any of the above and to provide Lender with such other notify the landlord under the Lease in writing of the execution and delivery of this Deed of Trust, Grantor will deliver a copy of this Deed of Trust to the landlord.

Option to Cure Lease Default. Upon receipt by Lender of any written notice of default by Grantor under the Lease, Lender may, at Lender's option, cure such default, even though the existence of such default or the nature of the default be questioned or denied by Grantor or by any party on behalf of Grantor. Grantor expressly hereby grants to Lender the absolute and immediate right to enter upon the Property to such extent and as often as Lender in its sole discretion deems necessary or desirable in order to prevent or cure any such default by Grantor.

DUE ON SALE - CONSENT BY LENDER: Lender may, at its option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, contract for deed, leasehold interest with a term greater than three by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law of by Oregon law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are a part of this Deed of Trust.

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes; special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right To Centest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within filteen (15) days after the lien erises or, if a lien is filed, within filteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surely bond or other security satisfactory to Lender in an amount sufficient of discharge the lien plus any costs and atterneys fees or other charges that could accrue as a result of a forecourse or sale under the lien. In name Lender as an additional obligee under any surely bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanics lier, materials lier, or other lien could be asserted on account of the work, services, cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Granfor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any consurance clause, and with a standard mortgages clause in favor of Lender. Granfor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with trustee and Lender being named as additional insurances in such fability insurance policies. Additionally, Granfor shall maintain such other insurance, including but not limited to hazard, business interruption, and botter

Insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basic reasonably acceptable to Lender insurance, as uender may reasonably require. Posses shall be written in form, amounts, coverages and base reasonably acceptable to Lender. Stantor, upon request of Lender, will deliver to Lander from time to time the policies of certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled of diminishing to ame the purches or continuous or companies in companies of contents of the content of the conten without at least terr (10) days prior withen notice to Lender, Each insurance policy also shall include an endorsement providing that overlaps in favor of Lender will not be impared in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any layor of Lender, with not de impaneo in any way by any act, omission or omittee or cramor or any ourse person. Ondure the receipt at any first become located in an area designated by the Director of the Federal Energency Management Agency as a special fixed hazard area, Grantor time become located in an area designated by the uneduct of time reperts charged by management Agency as a special moto material and agrees to obtain and maintain Federal Flood insurance for the full unpaid principal balance of the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$250.00. Lender may make proof of loss if Grantor tails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, reserve and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any iten affecting the Property, or the restoration and repair of the Property. If Lander elects to apply reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. It Lender elects to appry the proceeds to restoration and repair, Granfor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburte Granfor from the proceeds for the reasonable cost of repair or restoration if Granfor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt restoration if creation is not in determinated in the separ or trust. Any processes when have not been discussed within 100 days allow ment receive and which Lender has not committed to the separ or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender beed or trust, than to pay accrued interest, and the remainder, it any, shall be applied to the principal datalice or the indebtedness, such proceeds shall be paid to Grantor as Granter's interests may appear.

Unexpired insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Unexpired insurance at sace, any unexpired assurance shall mide to the period of, and pass to, the purchaser of the provisions of this Deed of Trust, or at any toreclosure sale of such Property.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall turnish to Lender a report on each creation's neport or insurance, upon request or Lender, nowever not more than once a year, Grantor shall rurnish to Lender a report on each stating policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the than current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Deed of Trust, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property. Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred of paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either. (i) the term of any applicable the Note and be apportioned among and be payable with any installment payments to become due during either. (i) the termining term of this Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Deed of Trust also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any termining the default. Any such action by Lender shall not be construed as curing the default so as to

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust.

Title: Grantor warrants that: (a) Grantor holds good and marketable title of record to the leasehold interest in the Property pursuant to the Lease, ther Granor wangins man (a) cramor nows good and markerable use or record to the reasonation interest in the Property pursuant to the Lease, fee and clear of all liens and endumbrances other than those set forth in the Real Property description or in any title insurance policy, the report, ness and used or an issue and encounterance ones man mose ser form in the real property description or in any time institution policy, time report, of final filte opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will torever defend the little to the Property against the lawful claims of all persons. In the event any scilion or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by course of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compilance With Laws. Granter warrants that the Property and Granter's use of the Property complies with all existing applicable laws.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Deed of Trust.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase Application of Met Proceeds. It as or any part of the Property is condemned by sminent domain proceedings or by any proceeding or purchase in filled of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness of the testoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and altorneys' tees incurred by Trustee or Lender in connection with the condemnation.

Proceedings, If any proceeding in condemnation is filed, Grantor shall promptly notity Lender in writing, and Grantor shall promptly take such sleps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lander shall be steps as may be necessary to determ the action and countries award. Standard may be the modified in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees

Current Texas, Fees and Charges. Upon request by Lender, Granter shall execute such documents in addition to this Deed of Trust and take Current raxes, rees and unargos. Open request by Lender, Granico stew execute such documents in addition to the second in the land white the second in the s laxes, as described below, logether with all expenses incurred in recording, perfecting or continuing this Deed of Trust, including without limitation

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Deed of Trust or upon all or any part of the Indebtedness secured by this Deed of Trust; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Deed of Trust; (c) a tax on this type of Deed of Trust chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any lax to which this section applies is enacted subsequent to the date of this Deed of Trust, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor elities (a) pays the tex before it becomes desinquent, or (b) confests the tex as provided above in the Taxes and Lienssection and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Osed of Trust.

Security Agreement. This instrument shall constitute a excurity agreement to the extent any of the Property constitutes fixtures or other personel properly, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Granfor shall execute financing statements and take whatever other action is requested by Londer to period and continue Lender's security interest in the Ren's and Personal Property. In addition to recording this Deed of Trust in the real property. records, Lender may, at any time and without further authorization from Grantor, the executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default. Grantor shall assemble the Personal Property in a manner and at a place reasonably convertent to Grantor and Leitder and make it

Addrasses. The mailing addrasses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Deed of

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, reflect, or rescorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and as such impacts and places as Lender may deem appropriate, any and as such impacts. refectored, as the case may be, at such since and in such omices and pieces as Lemma may used appropriate, any and as season deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, conficulty, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, pariect, continue, or and other documents as may, in the sole opinion of Lender, be necessary of destration in order to emechanic, complete, preserve (a) the obligations of Grantor under the Note, this Deed of Trust, and the Related Documents, and (b) the liens and securify interests created by this Deed of Trust as first and prior tiens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall relimburse Lender for all costs and expenses incurred in connection with the

Attorney-in-Fact. If Grantor tails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby trevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivaring, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preparation.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Any reconveyance fee

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Deed of Trust:

Default on Indebtedness. Fallure of Grantor to make any payment when due on the Indebtedness.

Default on Other Payments. Fallure of Granior within the time required by this Deed of Trust to make any payment for taxes or insurance, or any

Default in Favor of Third Parties. Should Borrower or any Granfor default under any loan, extension of credit, security agreement, purchase or beneath in Payor or I mind resules. Should be nower or any change design under any loan, extension or death, section, agreement, provides designed and the respective obligations under this Deed of Trust or any of the Resisted

Compliance Default. Failure of Granfor to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Deed of Trust, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Deed of Trust or any of the Related Documents ossasus to be in full force and effect (including failure of any collateral documents to create a valid and periected security interest or lien) at any time and for any reason.

Insolvency. The dissolution of termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding

Foreclosure, Forfelture, etc. Commencement of foreclosure or forfelture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Granter or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the forestoure or forefeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnished reserves or a surely bond for the claim satisfactory to

Leasehold Default. Any default by Granter under the lerms of the Lease, or any other event (whether or not the fault of Granter) that results in the

Breach of Other Agreement. Any breach by Granfor under the terms of any other agreement between Granfor and Lenter that is not remedied within any grace period provided therein, including without irratation any agreement concerning any indebtodness or other obligation of Grantor to

Events Affecting Guaranter. Any of the preceding svants occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lander balleves the prospect of payment or performance Insecurity. Lender in good faith deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Lender, at its option, may exercise any one or more of the following rights and remodes, in addition to any other rights or remedies provided by taw:

Accelerate indebtedness. Lender shall have the right at its option without notice to Grantor to declars the entire indebtedness immediately due

and payable, including any prepayment penalty which Grantor would be required to pay.

Foreclosure: With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall Foreclosure: With respect to all or any part of the real Property, the Trustee shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law. If this Deed of Trust is foreclosed by judicial foreclosure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to salisty the judgment, execution may issue for the amount of the unpaid balance of the judgment.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of and manage the Property and collect the Rents. including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor brevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tanants or other users to Lender in response to Lender's demand shall salisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to Appoint receiver. Letitude shall have the right to have a receiver appointed to take prosession of all or any part of the Property, with the profession of the property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disquality a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately

Other Remedies. Trustee or Lander shell have any other right or remedy provided in this Deed of Trust or the Note or by law.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least len (10) days before the time of the sale or disposition. Any sale of Personal Property may be made in conjunction with any sale of the Real

Sale of the Property. To the extent permitted by applicable law, Grantor hereby walves any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Walver; Election of Remedies. A walver by any party of a breach of a provision of this Deed of Trust shall not constitute a walver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy provided in this Deed of Trust, the Note, in any Related Document, or provided by law shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust after failure of Grantor to perform shall

Attorneys' Fees; Expenses. If Lender Institutes any suit or action to enforce any of the terms of this Deed of Trust, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender which in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law. Lender's attorneys' fees whether or not there is a lawsuli, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining little reports (Including foreclosure reports), surveyors' reports, appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

Rights of Trustee. Trustee shall have all of the rights and duties of Lender as set forth in this section.

POWERS AND OBLIGATIONS OF TRUSTEE. The following provisions relating to the powers and obligations of Trustee are part of this Deed of Trust.

Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the written request of Lender and Grantor: (a) join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights to the public; (b) join in granting any easement or creating any restriction on the Real Property; and (c) Join in any subordination or other agreement affecting this Deed of Trust or the interest of Lender under this Deed of Trust.

Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any other trust deed or lien, or of any action or proceeding in which Grantor, Lender, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

Trustee. Trustee shall meet all qualifications required for Trustee under applicable law. In addition to the rights and remedies set forth above, with respect to all or any part of the Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.

Successor Trustee. Lender, at Lender's option, may from time to time appoint a successor Trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the recorder of KLAMATH County, Oregon. The instrument shall contain, in addition to all other matters required by state law, the names of the original Lender, Trustee, and Grantor, the book and page where this Deed of Trust is recorded, and the name and address of the successor trustee, and the instrument shall be executed and acknowledged by Lander or its successors in interest. The successor trustee, without conveyance of the Property, shall succeed to all the title, power, and duties conferred upon the Trustee in this Deed of Trust and by applicable law. This procedure for substitution of trustee shall govern to the exclusion of

NOTICES TO GRANTOR AND OTHER PARTIES. Any notice under this Deed of Trust shall be in writing, may be sent by lelefacsimile, and shall be effective when actually delivered, or when deposited with a nationally recognized oversight courter, or, it mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lendar's address, as shown near the beginning of this Dead of Trust. For notice purposes, Grantor agrees to keep

MISCELLANEOUS PROVISIONS: The following miscellaneous provisions are a part of this Deed of Trust:

Amendments. This Deed of Trust, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Deed of Trust. No attention of or amendment to this Deed of Trust shall be effective unless given in writing and signed

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the

Applicable Law. This Deed of Trust has been delivered to Lender and accepted by Lender in the State of California. Except as set forth hereinafter, this Deed of Trust shall be governed by, construed and enforced in accordance with the laws of the State of California, except and only to the extent of procedural matters related to the perfection and enforcement by Lender of its rights and remedies against the Property, which matters shall be governed by the laws of the State of Oregon. However, in the event that the enforceability or against the requesty, which makes shall be governed by the laws of the state of cregon, increase, in the event that the entirecommy of validity of any provision of this Deed of Trust is challenged or questioned, such provision shall be governed by whichever applicable state or federal law would uphold or would enforce such challenged or questioned provision. The loan transaction which is evidenced by the Note and this Deed of Trust (which secures the Note) has been applied for, considered, approved and made in the State of California.

Caption Headings. Caption headings in this Deed of Trust are for convenience purposes only and are not to be used to interpret or define the

Merger. There shall be no merger of the interest or estate created by this Deed of Trust with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties; Corporate Authority. All obligations of Grantor under this Deed of Trust shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Deed of Trust.

Severability. If a court of competent jurisdiction finds any provision of this Deed of Trust to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Deed of Trust in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Deed of Trust on transfer of Grantor's Interest, this Deed of Trust shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Deed of Trust and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Deed of Trust or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Deed of Trust.

Walvers and Consents. Lender shall not be deemed to have walved any rights under this Deed of Trust (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Deed of Trust shall not constitute a waiver of or prejudice the party's of such again or any other again. A waiver by any pany or a provision of any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Deed of Trust, the granting of such consent by Lender in any instance shall not constitute

COMMERCIAL DEED OF TRUST. Grantor agrees with Lender that this Deed of Trust is a commercial deed of trust and that Grantor will not charge

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS DEED OF TRUST, AND EACH GRANTOR AGREES TO ITS GRANTOR:

FOUR A'S RANCH, IN

HAN, SECRET

DEED OF TRUST (Continued)

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