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TRUST DEED

The Eagle Crest Vacation Club
P.O. Box 1215
Redmond, OR 97756

Grantor's Name and Address

Eagle Crest, Inc.
P.O. Box 1215
Redmond, OR 97756

Beneficiary's Name and Address

After recording, return to (Name, Address, Zip):

Resort Resources, Inc.
P.O. Box 1466
Bend, OR 97709

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of _____ } ss.

I certify that the within instrument
was received for record on the _____ day
of _____, 19____, at _____
o'clock _____ M., and recorded in
book/reel/volume No. _____ on page
_____ and/or as fee file instru-
ment/microfilm/reception No. _____
Record of _____ of said County.
Witness my hand and seal of County
affixed.

NAME

TITLE

By

Deputy

MTC 47751

THIS TRUST DEED, made this 26th day of MARCH, 1999, between
The Eagle Crest Vacation Club, an Oregon nonprofit mutual benefit corporation
AmeriTitle, an Oregon corporation
Eagle Crest, Inc., an Oregon corporation doing business as Eagle Crest Communities

as Grantor.

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:

Lot 603 of Running Y Resort, Phase 7 recorded May 18, 1998
in the Official Records of Klamath County Recorder, and
all improvements located thereon.

THIS DEED OF TRUST IS GIVEN TO SECURE PERFORMANCE BY TRUSTOR OF
THE AGREEMENT DESCRIBED IN THE ADDENDUM ATTACHED HERETO.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise then
or hereafter appertaining, and the rents, issues and profits thereof and all fixtures 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 same

~~the grantor hereby agrees to pay to the beneficiary or order and to the grantor the full amount of principal and interest for each~~
~~of the loans hereunder payable to the beneficiary or order and to the grantor the full amount of principal and interest for each~~

~~The date of maturity of the debt secured by this instrument is the date stated above, on which the full amount of the debt~~
~~secured due and payable. Should the grantor either agree to attempt to, or actually sell, convey, or assign all (or any part) of the prop-~~
~~erty or all (or any part) of grantor's interest in it without first obtaining 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 hereinafter~~
~~become immediately due and payable. The execution by grantor of an earnest money agreement does not constitute a sale, conveyance or~~
~~assignment.~~

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building, or im-
provement thereon; not to commit or permit any waste of the property.
2. To complete or restore promptly and in good and habitable condition any building or improvement which may be lost, altered,
damaged or destroyed thereon, and pay when due all costs incurred therefor.
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 \$
_____ written in companies acceptable to the beneficiary, with loss payable to the latter. All policies of insurance shall be delivered to the bene-
ficiary 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 pro-
cure 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 here-
under 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 pay-
ment, 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 pay-
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
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
or any suit or action related to this instrument, including but not limited to its validity and/or enforceability, to pay all costs and ex-
penses, including evidence of title and the beneficiary's or trustee's attorney fees, the amount of attorney fees mentioned in this para-
graph 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 at the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney fees on such appeal.
It is mutually agreed that:
8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, bene-
ficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking,

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 authorized to insure title to real
property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

*WARNING: 12 USC 1701j-3 regulates and may prohibit exercise of this option.

**The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, 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 reconveyances, 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 plan 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 lien or charge thereon; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts 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 \$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 the sale 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 any act 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 first lien of 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 the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a failure to pay, when due, sums 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 defect that is capable of being cured may be cured by tendering the performance required under the obligation of 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 or place 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 cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed 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 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, if 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 a 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 the 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 record 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, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor's lawful seized in fee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in an addendum or exhibit attached hereto, and that the grantor will warrant and forever defend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are (a) primarily for grantor's personal, family or household purposes (see Important Notice below);

(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

This deed applies to notes 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 made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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

* IMPORTANT NOTICE. Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor at 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.

The Eagle Crest Vacation Club

Jewel E. Andres

Jerol E. Andres, President

ss.

STATE OF OREGON, County of Deschutes

This instrument was acknowledged before me on

by

This instrument was acknowledged before me on

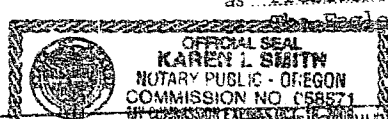
by

Jerol A. Andres

as

President

The Eagle Crest Vacation Club



Karen L. Smith

Notary Public for Oregon My commission expires 8-6-2005

TO: Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you here-with together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same. Mail reconveyance and documents to

DATED,

19

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.

Beneficiary

ADDENDUM TO DEED OF TRUST

THIS DEED OF TRUST is given by Trustor/Grantor ("**Grantor**") to secure Grantor's obligations to Beneficiary under that certain Eagle Crest Vacation Club Vacation Program Agreement dated October 1, 1997, by and between Grantor and Beneficiary, and as the same may be amended (the "**Agreement**").

The Agreement provides, among other things, that Beneficiary (a) has an exclusive right to sell Ownerships in the Eagle Crest Vacation Club Vacation Program (the "**Program**") on behalf of Grantor and (b) shall receive the entire gross proceeds from Beneficiary's sale of Ownerships in the Program.

1. **Nondisturbance**. If Beneficiary or any other person (an "**Acquiring Party**") acquires the property or any portion thereof or interest therein through foreclosure, deed in lieu of foreclosure or other means by, through or under this Deed of Trust ("**Property Transfer Events**"):

(a) the Acquiring Party shall not disturb or impair the rights and interests, with respect to the Property so acquired, of Owners in the Program who are not in default of their purchase obligations and their obligations to the Association pertaining to the property or any portion thereof, as described in the Declaration and Governing Documents (including, without limitation, Owners who timely cure defaults which arise before or after a Property Transfer Event). (Without limiting the foregoing, the term "**Owner**" shall mean and include those person or entities who acquired Vacation Credits in any way, including for example and without limitation, parties who purchased Vacation Credits in any way, including for example and without limitation, parties who purchased Vacation Credits (1) directly from the Association or Beneficiary, (2) from a holder of a contract evidencing the obligation of a purchaser of Vacation Credits to pay the balance of the purchase price for those Vacation Credits through foreclosure, conveyance in lieu of foreclosure, other means pursuant to rights of the holder under the Purchase Contract ("**Vacation Credits Transfer Event**"), (3) in a Vacation Credits Transfer Event, or (4) from any other purchaser who acquired title in a Vacation Credits Transfer Event), and

(b) the Property so acquired shall not be considered "lost to use" for purposes of Section 3.3 (c) of the Declaration; and

(c) the Acquiring Party shall honor all obligations of the Association as tenant under any valid and existing lease for the Property to the same extent as if the Association were still the tenant; and

(d) condemnation and insurance proceeds shall be divided between the Acquiring Party and the Association as provided in the Declaration notwithstanding anything in the Deed of Trust to the contrary as though the Acquiring Party was the Beneficiary with respect to the Property; and

(e) the interest of the Acquiring Party will be subject and subordinate to the Declaration.

2. **Subordination.** Beneficiary hereby subordinates its rights in the Property under the Deed of Trust to the Declaration of Vacation Ownership Program (Eagle Crest Vacation Club - Running Y Ranch Resort) dated March 26, 1999, and recorded March 30, 1999, Instrument No. 77154, and as may be amended from time to time (the "Declaration") with respect to the Property. Condemnation and insurance proceeds shall be divided between Beneficiary and Grantor as provided in the Declaration notwithstanding anything in the Deed of Trust to the contrary. This instrument shall not be interpreted to reduce and diminish any other or further nondisturbance rights which Owners may have.

* in Vol M 99 Page 11181

Beneficiary represents and warrants that Beneficiary is the sole beneficiary of the Deed of Trust and is the sole holder of the obligation(s) secured thereby, and Beneficiary has not assigned or otherwise transferred the same or Beneficiary's rights thereunder or any interest therein.

GRANTOR: THE EAGLE CREST VACATION CLUB, an Oregon nonprofit mutual benefit corporation

BY Jerol E. Andres
Name Jerol E. Andres
Title President
Date 3-26-99

BENEFICIARY: EAGLE CREST, INC., an Oregon corporation doing business as Eagle Crest Communities

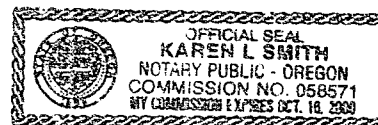
BY Jerol E. Andres
Jerol E. Andres, President
Date 3-26-99

State of Oregon)
) ss.
County of Deschutes)

On this 26th day of March, 1999, before me, the undersigned, a Notary Public, in and for said State, personally appeared Jerol E. Andres, known to me, or identified to me on the basis of satisfactory evidence, to be the President of the corporation that executed the instrument and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its board of directors and acknowledged to me that such corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

Karen L. Smith
Notary Public
Residing at: Bend OR
Commission Expires: 10-16-2000



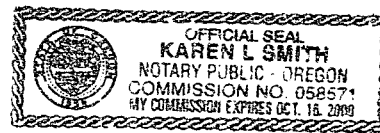
State of Oregon)
) ss.
 County of Deschutes)

On this 26th day of March, 1999, before me, the undersigned, a Notary Public, in and for said State, personally appeared Jerol E. Andres, known to me, or identified to me on the basis of satisfactory evidence, to be the President of the corporation that executed the instrument and that the foregoing instrument was signed on behalf of said corporation by authority of a resolution of its board of directors and acknowledged to me that such corporation executed the same.

WITNESS MY HAND AND OFFICIAL SEAL

Karen L. Smith
 Notary Public

Residing at: 10-16-2000 Bend OR
 Commission Expires.



STATE OF OREGON COUNTY OF KLAMATH: ss

Filed for record at request of AMERITITLE the 31ST day
 of MARCH A.D. 1999 at 3:37 o'clock P. M. and duly recorded in Vol. M99
 of MORTGAGES on Page 11566

FEE 30.00

Linda Smith, County Clerk
 by Kathleen Rose