

04 JAN 21 PM 1:40

Vol MO4 Page 03671

ATE 5037  
TRUST DEED

State of Oregon, County of Klamath  
Recorded 01/21/2004 1:40 PM  
Vol M04 Pg 03671-72  
Linda Smith, County Clerk  
Fee \$ 26.00 # of Pgs 2

Trust Deed made this 21st day of November 2003, between ANA R. LLARENAS & Sir Patrick R. Tabayoyong & Michelle Llarenas Tabayoyong, as Grantor and Perla Enterprises, Inc., An Oregon 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 1107 Block 8 Lot 18  
of SPRAGUE RIVER PINES, First Addition  
Klamath County, Oregon

This Trust Deed is given for the purpose of securing performance of each agreement of Grantor herein contained and payment of \$ 4,900.00 Dollars, with interest thereon according to the terms of a promissory note executed by Grantor and payable to Beneficiary dated November 21, 2003, payable in installments with the last installment to become due, if not sooner paid, on September 1, 2007.

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 be 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 this 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.

26A

03672

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.

[Signature] Ana R. Llaneras 12/10/03  
[Signature] [Signature]  
STATE OF GUAM, County DEDEDO, ss:

The foregoing instrument was acknowledged before me  
this 10<sup>th</sup> day of DECEMBER, 2003, by

[Signature]  
Notary Public for GUAM, USA  
My Commission Expires APRIL 8, 2006

