鍡 Vol. MO4 Page 16425 TRUST DEED State of Oregon, County of Klamath 10:420 m Recorded 03/24/2004_ 15 Vol M04 Pg (1425 - 16426 Robert Tropp, President HC71, Box 495C Linda Smith, County Clerk in Fee \$ 214.00 # of Pgs Hanover, NM 88041 and Ad SPACE RESERVED FOR D T SERVICE, INC., H.C.71, Box 495-C % P Browning RECORDER'S USE Hanover, Name & Start and Add After recording, return to (Name, Address, Zip): D-T-SERVICE; INC., H.C.71, Box 495-C & P Browning j. Hanover, N-M-88041 FEBRUARY 15 2004 THIS TRUST DEED, made on _ , between Rtroland, Inc. as Grantor. ASPEN TITLE AND ESCROW , as Trustee, and D T SERVICE, INC., , A NEVADA CORPORATION ___. as Beneficiary, WITNESSETH: revocably grants, bargains, sells and conveys to trustee, in trust, with power of sale, the property in **KLAMATH** County, Oregon, described as:

LOT 03, BLOCK 45, NIMROD RIVER PARK, 4TH ADDITION

KLAMATH COUNTY, OREGON

This document is being recorded as an accomposition only. No information contained herein has been verified. Aspen Title & Escrow, Inc.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in any way now 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 sum of \$ 2400.00 *** TWO THOUSAND FOUR HUNDRED AND 00/100 DOLLARS ***

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest, if not sconer paid, to be due and payable on

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable.

Should the grantor either agree to, attempt to, or actually sell, convey, or sasign all (or any part) of the property, or all (or any part) of grantor 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 herein, shall become immediately due and payable. The execution by grantor of an earnest money agreement* does not constitute a sale, conveyance or assignment.

Since yance 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 improvement thereon; and not to tor permit any waste of the property.

1. To protect, preserve and mannant the property.

2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, the beneficiary and in good and habitable 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 the 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 other haz
1. **Mannation** may from time to time require, in an amount not less than \$ N/A , written by one or more affected to the beneficiary as soon as issued. If the grantor are decreased as a state of the property against loss of any policy of insurance and avarance to the expiration of any policy of insurance and as a state of the property against loss or damage by fire and other haz
1. **Mannation*** The provide and continuously maintain insurance and a state of any policy of insurance and as a state of any policy of insurance and a state of any policy of i ards, as the beneficiary may from time to time require, in an amount not less than \$\frac{\mathbb{N}}{\text{A}}\], written by one or more companies acceptable to the beneficiary, with loss payable to the latter. All policies of insurance shall be delivered to the beneficiary as soon as issued. If the grantor shall full for any reason to procure any such insurance and to deliver the policies to the beneficiary at less fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure 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 say part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

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ate any act done pursuant to such notice.

5. To beep the property free from construction lices 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 becomes past due or delinquent and promptly deliver receipts therefor to beneficiary. Should the grantor fail to make payment of any taxes, assessments, insurance premiums, ileas or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, 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. 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. All such payments shall be sumediately 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 payable and shall 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 and attorney 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 v

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it that any portion or all of the property shall be taken under the right of eminent domain or condem ation, ben eficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking which are in excess of the amount required to pay all reasonable costs, expenses and sitomary 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 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. 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.

NOTE: The Trest Deed Art provides that the trustee hereunder must be either an attorney who is an active member of the Oragon State Bar, a bank, trust company or savings and icen association authorised to do business under the issue of Oragon or the United States, a fall insurance company authorised to insure title to real property of this state, its substitutes, affiliate, agunts or branches, the United States or any agency thereof, or an escrew agent licensed under ONS 886,005 to 686,005.

"WARNINGS: 12 USC 1791]—I regulates and many problic corroller of this option.

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

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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 plat of the property; (b) join in granting any essement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lieu or charge thereof; or (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 rectinals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee fees for any of the services mentioned in this paragraph shall be not less than \$5.

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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 inchebedness bereby secured, enter upon and take possession of the property or any part thereof, in its own names use or otherwise collect the rents, issuess and profits, including these past due and unpaid, apply the same, less costs and exponses of operation and collection, including reasonable attorney 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 is used to the proceeds of fire and other insurance politics 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 bereunder, 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 deck the trustee of such and payment and/or performance, the beneficiary may deck the proceed to freeclose this trust deed in equity as a mortification of the respect to such payment and/or performance, the beneficiary may deckine to

successor in interest or the trustee in the trust deed as their in successor in interest entitled to such surplus.

16. Beneficiary may, from time to time, appoint a successor trust or appointed hereunder. Each such appointment and substitution 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. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the country 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 to and acrees with the beneficiary and the trustee.

The grantor covenants to and agrees with the beneficiary and the beneficiary's successors in interest that the grantor is lawfully selzed in fee simple of the real property and has a valid, unencumbered title thereto, except as may be set forth in any 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 (choose one):*

(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, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, some 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.

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 phural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions here-

ply equally to corporations and to individuals.
IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first written above.
ORTANT NOTICE: Delete, by lining out, whichever warranty (a) or a inapplicable. If warranty (a) is applicable and the beneficiary is different as such word is defined in the Truth-in-Lending Act and sulation Z, the beneficiary MUST comply with the Act and slation by making required disolocures. For this purpose use one-Ness Form No. 1319, or the equivalent. If compliance with the
STATE OF STATE OF SANTA BACARA) 88.
STATE OF County of
This instrument was acknowledged before me on FEDRUMEY 27. 2004,
by HAITA L. LESKI, NOTARY FORLIC
This instrument was acknowledged before me on
by
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88
of
ANTAL LEGG MILEA X. Desky
Commission # 1438872 Notary Public for Geogram CALIFORNIA Notary Public - Collomb My commission expires 9-9-07
Notary Public - Collismo My commission expires 9-9-07
Santa Sarbara County
My Comm. Replies Sep 1, 2007
REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)
The undersioned is the legal games and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the trust deed have been fully seid

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)		
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 herewith 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 the reconveyance and documents to		
DATED		
Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both should be delivered to the trustee for cancellation before reconveyance is made.	Beneficiary	