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. between

as Grantor.

., as Trustee, and

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Michael E Long, President 21065 N.W. Kay Rd. North Plaing OR . 27133 FOR

> State of Oregon, County of Klamath Recorded 04/27/2004 10:35am Vol M04 Pg_ 252 Linda Smith, County Clerk Fee \$ 26 # of Pgs __ # of Pgs

D-T-SERVICE, INC., P-Browning Hanover, N M 88041

D T SERVICE, INC., H.C.71, Box 495-C % P Browning

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Hanover, None Court and Add

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TRUST DEED

Aspen 6110

DECEMBER 1 2003 THIS TRUST DEED, made on .
Michael E Long, Inc. ASPEN TITLE AND ESCROW

D T SERVICE, INC., , A NEVADA CORPORATION

WITNESSETH:

RECORDER'S USE

LOT 03, BLOCK 61, NIMROD RIVER PARK, 5TH ADDITION

KLAMATH COUNTY, OREGON

This document is being recorded as an modation only. No information alned herein has been verified. poomodi 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 \$ 3000.00.

*** THREE THOUSAND 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 econer 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 assign all (or any part) of the property, 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's, 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.

nest obtaining the whiten consent or approval of the beneficiary, men, at the beneficiary's option, all congruence by this instrument, irrespective of the matinity dates expressed therein, or herein, shall become immediately due and payable. The execution by grantor of an earnest money agreement, and constitute a sale, conveyance or assignment.

To protect the accurity 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 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 constructed, damaged or destroyed there-

2. To complete or restore property.

2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, 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 the same in the proper public office or offices, as well as the cost of all lies searches made by filing officers or searching agencies as may be deemed destrable 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-

S. 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 becomes past due or delinquest and promptly deliver receipts therefor to beneficiary. Should the granter fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by granter, 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 deat-tibed, as well as the granter, shall be bound to the same extent that they are bound for the payments, with interest as aforesaid, the property hereinbefore deat-tibed, as well as the granter, shall be bound to the same extent that they are bound for the payments, with interest as aforesaid, the property hereinbefore deat-tibed, as well as the granter, shall be bound to the same extent that they are bound for the payments, with interest as aforesaid, the property hereinbefore deat-tibed, as well as 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, foes 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 i

grantor further agrees to pay such sum as 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, beneficiary 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 attorney fees necessarily paid or incurred by grantor is 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.

ides that the treates hereunder must be other an attorney who is an eather member of the Oregon State Bor, a bank, trust company or savings and loss misses under the loss of Oregon or the United States, a title insurance company sufficients to insure title to real property of this state, its subsidiaries, so United States or any agency thereof, or an exercise spent licensed under ORS 886.005 to 686.005. NOTE: The Trust Deed Ast provides association authorized to do but the, agents or branches, the United States or any agency thereof, or an eserow agent Boses MBNO: 12 USC 1701)-3 regulates and may prohibit exercise of this option. a publisher suggests that such an agreement address the Issue of obtaining beneficiary's or

House



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 indebtechess, trustee may (a) consent to the making of any many or plat of the property; (b) join in granting any essement or creating any restriction thereou; (c) join in any subordination or other agreement affecting this doed or the lien or charge thereof; or (d) reconvey, without warranty, all or any person for the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and without regard to the adequacy of any security for the indebtechess bereby secured, enter upon and taking procession of the property or any part thereof, in its own same sue or otherwise collect the rants, issues and profits, including those past due and unputed, and specially on the property or any part thereof, in its own time, including reasonable autoracy fees, upon any indebtechess secured hereby, and in such order are beneficiary may determine.

11. The entering upon and taking possession of the property, the collection of such rents, issues, leas couts and expenses of operation and collections or compensation or swards for any taking or damage of the property, and the application or release thereoffs, or the processor of the and other insurance politics of the default the 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 have any dealth in the control of the processor of

successor in interest entitled to such surplus.

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.

any party neries of pending sale under any other deed of trust or of any action or proceeding in which granton, beneficiary of trustees and of a party names such action.

The grantor covenants to and agrees with the beneficiary and the beneficiary's successors in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencombered 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

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, sors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficient.

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 here-

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first written above. **MPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is inapplicable. If warranty (a) is applicable and the beneficiary is a creditor as 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 the equivalent. If compliance with the Act is not required, disregard this notice. STATE OF OREGON, County of Washington This instrument was acknowledged before me on ______ This instrument was acknowledged before me on by Kande of OFFICIAL SEAL JOSH NIELSEN Notary Public for Oregon NOTARY PUBLIC CREGON COMMISSION NO 352003 MY COMMISSION EXPIRES NOV 19 20 My commission expires _______ 19, 2005

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