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TRUST DEED PEDUN (2115

Mr. Michael H Long, President 21065 N.W. Kay Rd. North Plaine 02 97133

D T SERVICE, INC.

H.C.71, Box 495-C & P Browning Hanover, N M.OSOAL

D T SERVICE, INC.,

H.C.71, Box 495-C % P Browning Hanover, N M 88041

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SPACE REBERVED FOR RECORDER'S LISE

> State of Oregon, County of Klamath Recorded 04/27/2004 10:36 a m 25286 -Vol M04 Pg_ Linda Smith, County Clerk Fee \$ 2100 # of Pgs # of Pgs 2

THIS TRUST DEED, made on DECEMBER 1 2003 Michael E Long, Inc. between ASPEN TITLE AND ESCROW as Grantor. ., as Trustee, and D T SERVICE, INC., , A NEVADA CORPORATION as Beneficiary, WITNESSETH: Grantor irrevocably revocably grants, bargains, sells and conveys to trustee, in trust, with power of sale, the property in KLAMATH County Oregon described sec _ County, Oregon, described as:

LOT 01, BLOCK 42, NIMROD RIVER PARK, 4TH ADDITION

KLAMATH COUNTY, OREGON

This document is being recorded as an accomodation only. No information contained herein has been verified. contained herein has been verific 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 con-

nection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of \$ 2800.00

*** TWO THOUSAND EIGHT HUNDRED AND 00/100 DOLLARS ***

test 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 aconer 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 rity dates expressed therein, or herein, shall become immediately due and payable. The execution by grantor of an earnest money agreement** does not constitute a

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

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demoliah 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 thereon, and pay when due all costs incurred therefor.

2. To complete or restore presently state in goods and incurred therefor.

3. To comply with all laws, order 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 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-

ards, as the beneficiary may from time to time require, in an amount not less than \$\frac{N/A}{A}\$.

N/A

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 granter shall fail 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 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 date any act done pursuant to such notice.

To keep the property free from construction lives and the beneficiary and the recent property free from construction lives and the property free from construction in validation or release shall not cure or waive any default or notice of default hereunder or invalidation.

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 hereunder or invalidate any act done pursuant to such notice.

5. To keep 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 beneficiary with funds with which to make such payment of any taxes, assessments, insurance premiums, liess or other charges payable by grastor, either by direct payment or by providing fouth 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 ty hereinbefore described, as well as the grantor, shall be bound to the same extant that they are bound for the payment of the obligation herein described. All such payments shall be issumediately 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 of attorney fees mentioned in this paragraph in all cases shall be fixed by the trial court, and in the event for any payallor with the property shall be paragraph in all cases shall be fixed by the trial court, and in the event that any portion of the monies payable as compensation for such taking whi

NOTE: The Trust Deed Act prov wides that the trustee hereunder must be either an attorney who is an active mean sustances under the laws of Oregon or the United States, a little leaurance company the United States or any agency thereof, or an secret agent illemed under ORS guistes and may prohibit exprose of this option.

such an agreement address the issue of obtaining beneficiary's consent in comp e member of the Oregon State Bar, a bank, trust company or asvings and loan urpany authorized to heave title to real property of this sists, its autoiduries, COMS last loss is not been





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 recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee fees for any of the services mentioned is this paragraph shall be not less than \$5.

10. Upon any default by grantor bereunder, 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 umpaid, and apply the same, less costs and expenses of operation and the property fees, upon any indebtedness secured hereby, and is 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 fire 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 motice of default between any date of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time being of the essence with respect to such payment of any indebtedness secured hereby or in grantor tion secured hereby when upon the trustee shall the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced fore

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 default that is capable of being cured may be cured by tendering the performance required under the obligation or 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 and attorney 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 to which 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 percels at suction 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 trustfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee sells pursuent 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

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 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 hought by trustee.

or proceeding is brought by trustee.

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, unencumbered title thereto, except as may be set forth in any addendum or exhibit attached hereto, and that the grantor will warrant and fordefend the same against all persons whomsoe

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.

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

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 benefi-

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.

"IMPORTANT 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 Stevene-Ness Form No. 1319, or the equivalent. If compliance with the Act is not required, disregard this notice. STATE OF OREGON, County of Wash water ΔΙΑ This instrument was acknowledged before me on This instrument was acknowledged before me on bv muka οf ublic for Oregon Notary JOSH NIELSEN My dommission expires Way. 19, 1005 NOTARY PUBLIC-OREGON COMMISSION NO. 352003 MY COMMISSION EXPIRES NOV. 19, 2005

MEGNES! LOW LAFF DECOMASTANCE (so he need only which confirms the peers here)	
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	Beneficiary