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WTZ-652409M

Vol M04 Page 34951

State of Oregon, County of Klamath  
Recorded 06/01/2004 11:53 a. m  
Vol M04 Pg 34951-57  
Linda Smith, County Clerk  
Fee \$ 36.00 # of Pgs 4

## RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED  
BY THE PERSON REPRESENTING THE  
ATTACHED INSTRUMENT FOR RECORDING.  
ANY ERRORS IN THIS COVER SHEET DO NOT  
AFFECT THE TRANSACTION(S) CONTAINED  
IN THE INSTRUMENT ITSELF.

### After Recording, Return To:

Running Y Resort, inc.  
5391 Running Y Road  
Klamath Falls, OR 97601

### 1. Name(s) of the Transaction(s):

Trust Deed

### 2. Direct Party (Grantor):

Samuel & Patricia Hunter

### 3. Indirect Party (Grantee):

Jeld-Wen, inc

### 4. True and Actual Consideration Paid:

\$49500.00

### 5. Legal Description:

Lot 7b, Fourth addition to Harbor Isles, -Tract  
B47, according to the official plat thereof  
on file in the office of the County Clerk of  
Klamath County, Oregon.

Tax account No: 3909-019BD-00400

300 Key No: 886068



**WITNESSETH:**

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of \$ 40,500.00, Forty Thousand Five Hundred 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 hereof, if not sooner paid, to be due and payable 120 years from recordation date. The date of maturity of the debt secured by this instrument is the date, stated above, on which the final payment is due.

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

- ## TRUST DEED

**SPACE RESERVED  
FOR  
RECORDERS USE**

**STATE OF OREGON**  
**County of Klamath**

Witness my hand and seal of  
County affixed.

Name	Title
By	Deputy



12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real 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 ORS86.735 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 ORS86.753, 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'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 to which said sale may be postponed as provided by law. The trustee may sell 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 his 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 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 beneficiary's successor in interest that the grantee is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto subject to covenants, conditions, restrictions and easements of record and that he will warrant and forever defend the same against all persons whomsoever.

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,
- (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, 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, said grantor has hereunto set his hand 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 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 equivalent. If compliance with the Act is not required, disregard this notice.

INDIVIDUAL ACKNOWLEDGEMENT  
STATE OF OREGON,

), ss.

County of Klamath.....)

This instrument was acknowledged before me on  
May 16, 2004, by Samuel Hunter and Patricia Hunter

CORPORATE ACKNOWLEDGEMENT

This instrument was acknowledged before me on 05/16/2004 by \_\_\_\_\_ ss

\_\_\_\_\_ of \_\_\_\_\_

Notary Public for Oregon

#### 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 said 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 said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to \_\_\_\_\_.

DATED: \_\_\_\_\_

Beneficiary

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.

*Samuel Hunter*  
Samuel Hunter  
*Patricia Hunter*  
Patricia Hunter  
*Raquel Mendoza*  
Notary Public for Oregon  
OFFICIAL SEAL  
RAQUEL MENDOZA  
NOTARY PUBLIC-OREGON  
COMMISSION NO. 938122  
MY COMMISSION EXPIRES SEP. 4, 2004



EXHIBIT "A"

34954

Lot 76, FOURTH ADDITION TO HARBOR ISLES - TRACT 1347, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No: 3809-019BD-00400-000

Key No: 886068