

MT-1396-7321

**M06-00893**

Klamath County, Oregon

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Pages 4 Fee: \$36.00

Exchange No. 46-0524642

## DEED OF TRUST

After recording, this Deed of Trust shall be delivered to:

INLAND CAPITAL CORPORATION  
PO BOX 1207  
BEND, OR 97709

This Deed of Trust made this January 17, 2006, between Wayne M. Wiesehan and Suzanne Wiesehan, as Grantor, Inland Capital Corporation, as Beneficiary, and AmeriTitle, as Trustee. Grantor conveys to Trustee in trust with the power of sale the following described property of less than 40 acres located in Klamath County, Oregon.

**Lot 39, Running Y Resort, Phase I, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.**

Subject to and excepting:

1. The continuing lien for unpaid property taxes.
2. Any other liens existing and of record as of the date hereof.

AMERITITLE, has recorded this instrument by request as an accommodation only, and has not examined it for regularity and sufficiency or as to its effect upon the title to any real property that may be described therein.

This Deed of Trust is given by Grantor for the purpose of securing performance of a promissory note executed by Grantor and payable to Beneficiary, the "Note," as of January 17, 2006 in the principal amount of \$107,500.00.

Grantor agrees:

- (1) To protect, preserve and maintain said property in its current 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, as well as all laws regulating Grantors conduct and/or construction activities thereon.
- (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

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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 the extent permitted by law, 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 the Note or the terms hereof, including Beneficiary's attorneys' fees.

(5) Upon default by Grantor of any provision of this agreement or the Note, Beneficiary may declare all sums secured hereby to be immediately due and payable, and exercise any other rights or remedies Beneficiary may have at law or equity.

(6) To maintain adequate fire insurance coverage on improvements on the said property, with Beneficiary as a loss payee to the extent of their interest.

(7) At any time on the request of Beneficiary, payment of Trustee's fees, if any, and presentation of this Deed of Trust, without affecting liability of any persons for the payment of the Note, Trustee may reconvey, without warranty, all or any part of the Trust Property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any facts shall be conclusive proof of the truthfulness thereof.

(8) In the event of dissolution or resignation of Trustee, Beneficiary may substitute one or more trustees to execute the trust hereby created, and the new trustee(s) shall succeed to all the powers and duties of the prior trustee(s).

(9) This Deed of Trust shall be binding on and inure to the benefit of the successors and assigns of Grantor, Trustee, and Beneficiary. If the Trust Property or any portion thereof shall at any time be vested in any person other than Grantor, Beneficiary shall have the right to deal with such successor regarding this Deed of Trust, the Trust Property, and the Note in such manner as Beneficiary deems appropriate in its sole discretion, without notice to or approval by Grantor and without impairing Grantor's liability for the Obligations. Beneficiary shall be free to assign its interest hereunder in its sole discretion.

(10) Grantor shall hold Beneficiary and Trustee and their respective directors, officers, employees, agents, and attorneys, harmless from and indemnify them for any and all claims, demands, damages, liabilities, and expenses, including but not limited to attorney fees and court costs, arising out of or in connection with Trustee's or Beneficiary's interest under this Deed of Trust, except Grantor shall not be liable for acts performed by Beneficiary or Trustee in violation of applicable law.

(11) Statutory Compliance:

THIS INSTRUMENT HAS BEEN EXECUTED IN ACCORDANCE WITH AND SHALL BE ENFORCED AND INTERPRETED IN ACCORDANCE WITH THE TERMS OF THE SMALL TRACT FINANCING ACT OF MONTANA, M.C.A. 71-1-301 ET. SEQ., AS AMENDED.

IN WITNESS WHEREOF, Grantor has executed this Deed of Trust the day and year first above written.

Grantor:

Wayne M. Wiesehan 1/13/06  
Wayne M. Wiesehan

Suzanne Wiesehan 1-13-06  
Suzanne Wiesehan

STATE OF CALIFORNIA, County of VENTURA:

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of JANUARY, 2006, by WAYNE M. WIESEHAN AND SUZANNE WIESEHAN, on behalf of Grantor.



Lenore Y.C. Stokka  
Notary Public for CALIFORNIA (state)  
My Commission Expires 9-26-2006