

2007-002683

Klamath County, Oregon



02/15/2007 11:27:15 AM

Fee: \$41.00

MTC 78239-KR

After recording, return to:

RBC CENTURA BANK
11011 Richmond Ave., Suite 850
Houston, TX 77042

COVER PAGE

Title of Document: **SHORT FORM TRUST DEED**

Grantor: **PHEASANT RUN 23, LLC**, a Nevada limited liability company

Grantee: AMERITITLE, AN OREGON CORPORATION (Trustee)

Beneficiary: **RBC CENTURA BANK**, a North Carolina banking corporation

Abbreviated Descr: **Lot 7, 8, 9 and 10 in Tract 1473 PHEASANT RUN**

The full legal description is on page 4.

Assessor's #: 3909-011AC-06000-000, 3909-011AC-5900-000
3909-011AC-05800-000, 3909-011AC-5700-000

41.00

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

RBC CENTURA BANK
11011 RICHMOND AVENUE,
SUITE 850
HOUSTON, TEXAS 77042

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

Loan Number: 2814-031178

SHORT FORM TRUST DEED

MADE BY

PHEASANT RUN 23, LLC,
a Nevada limited liability company
1975 SW First Avenue, Suite H, Portland, Oregon 97201
(hereinafter referred to as "**Grantor**")

IN FAVOR OF

RBC CENTURA BANK,
a North Carolina banking corporation
11011 Richmond Avenue, Suite 850, Houston, Texas 77042
(hereinafter referred to as "**Beneficiary**")

\$996,670.00 (Construction Loan)

Dated as of February 13 _____, 2007

ATTENTION: COUNTY CLERK/RECORDER — THIS INSTRUMENT COVERS GOODS THAT ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN AND IS TO BE FILED FOR RECORD IN THE RECORDS WHERE DEEDS OF TRUST AND MORTGAGES ON REAL ESTATE ARE RECORDED.

ADDITIONALLY, THIS INSTRUMENT SHOULD BE APPROPRIATELY INDEXED, NOT ONLY AS A MORTGAGE, BUT ALSO AS A FINANCING STATEMENT COVERING GOODS THAT ARE OR ARE TO BECOME FIXTURES ON THE REAL PROPERTY DESCRIBED HEREIN. THE MAILING ADDRESSES OF THE MORTGAGOR (DEBTOR) AND MORTGAGEE (SECURED PARTY) ARE SET FORTH IN THIS INSTRUMENT.

THIS MORTGAGE IS ONE OF MULTIPLE INSTRUMENTS WHICH SECURE THE OBLIGATIONS DESCRIBED HEREIN, AND THESE DEEDS OF TRUST SHALL BE CROSS-DEFAULTED SO THAT A DEFAULT UNDER ANY ONE MORTGAGE SHALL CONSTITUTE A DEFAULT UNDER THE OTHER DEEDS OF TRUST.

After recording, return to:

RBC CENTURA BANK
11011 Richmond Avenue, Suite 850
Houston, Texas 77042

Loan Number: 2814-031178

SHORT FORM TRUST DEED

This Short Form Trust Deed is dated as of February 13, 2007, and is among **PHEASANT RUN 23, LLC**, a Nevada limited liability company ("Grantor"), whose address is 1975 SW First Avenue, Suite H, Portland, Oregon 97201 AMERITITLE, AN OREGON CORPORATION ("Trustee"), whose address is 300 KLAMATH AVE., Klamath Falls, OR 97601 and **RBC CENTURA BANK**, a North Carolina banking corporation, ("Beneficiary"), whose address is 11011 Richmond Avenue, Suite 850, Houston, Texas 77042.

1. Master Trust Deed Incorporated. All of the terms and conditions (aka provisions) set forth in that certain Master Trust Deed recorded on February 15, 2007, by RBC CENTURA BANK, a North Carolina banking corporation (and said instrument having been assigned to Beneficiary) as Document No. 2007-002681 of the Records of Klamath County, Oregon, are incorporated herein by this reference as though specifically set forth herein.

2. Grant. For value, the current receipt and reasonable equivalence of which are hereby acknowledged, Grantor mortgages, assigns, pledges, transfers, and grants a security interest to Beneficiary and conveys to Trustee in trust *with power of sale* all of Grantor's present and future right, title, and interest, at law or in equity, in and to the Collateral, including fixtures and the following-described real property:

Lot 7, 8, 9 and 10 in Tract 1473 PHEASANT RUN, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Obligation Secured To secure payment of the principal amount of that certain Second Amended and Restated Note dated December 15, 2006 executed by GLC HOMES, INC., an Oregon corporation and by ASH COURT CONDOMINIUMS, INC., a Nevada corporation and payable to the order of the Beneficiary, (which said Note was modified by that certain Note Modification Agreement dated on or about February 8, 2007 by which said Note Modification Agreement the Grantor assumed the payment of and agreed to pay said Note), with final payment due on or before December 15, 2008 and payment and performance of the other Secured Obligations.

4. Additional Representations and Warranties. Grantor represents and warrants to Beneficiary as follows, and acknowledges that such representations and warranties shall be continuing representations and warranties from Grantor to Beneficiary:

- (a) Grantor is and shall remain in compliance with the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) and any other enabling legislation, regulations or executive orders relating thereto, and the Uniting and Strengthening America By Providing Appropriate Tools Required To Intercept and Obstruct Terrorism Act (USA Patriot Act of 2001), as amended, and any other enabling legislation, regulations or executive orders relating thereto;
- (b) Grantor is and shall remain in compliance with 31 U.S.C., Section 5313, as amended, 31 C.F.R. Section 103.22, as amended, and any similar laws or regulations involving currency transaction reports or disclosures relating to transactions in currency of more than \$10,000.00, or of more than any other minimum amount specified by any laws or regulations; and

- (c) Grantor (i) is not a person whose property or interest in property is blocked or subject to blocking pursuant to Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)), (ii) does not engage in any dealings or transactions prohibited by Section 2 of such executive order, and is not otherwise associated with any such person in any manner violative of Section 2, or (iii) is not a person on the list of Specially Designated Nationals and Blocked Persons or subject to the limitations or prohibitions under any other U.S. Department of Treasury's Office of Foreign Assets Control regulation or executive order.
- (d) Additional Covenants. Grantor covenants and agrees with Beneficiary that no part of any loan proceeds or advances evidenced by or referenced in this Short Form Trust Deed, and no part of any other amounts or sums derived from any property which secures repayment of such loan proceeds or advances, including, without limitation, any accounts, payment intangibles, money, rents, issues or profits, will be used, directly or indirectly, for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

EXECUTED the date first above specified.

PHEASANT RUN 23, LLC,
a Nevada limited liability company

By: _____

Name: _____

Title: _____

Gerald R Engler
Manager

The State of Washington
~~OREGON~~
County of Clallam

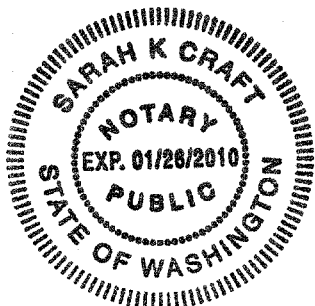
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ss.

The foregoing instrument was acknowledged before me on February 13, 2007, by Gerald R Engler the Manager of PHEASANT RUN 23, LLC, a Nevada limited liability company.



Sarah K Craft
Notary Public for ~~Oregon~~ Washington
My commission expires: 1-26-2010

LEGAL DESCRIPTION

“EXHIBIT A”

Lot 7, 8, 9 and 10 in Tract 1473 PHEASANT RUN, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.