

2007-014562
Klamath County, Oregon



08/17/2007 11:31:38 AM

Fee: \$46.00

After recording return to;
Robert B. & Doris Allsup
PO BOX 2053
HARBOR, OR 97415

WHEN RECORDED RETURN TO:
CURRY COUNTY TITLE INC.
P.O. BOX 1363
BROOKINGS, OR 97415

File No.:
Date:

Map/Tax Lot # 38-05-05A TL 2400
Tax Account #R72049

TRUST DEED

This document is being recorded as an accommodation only. No information contained herein has been verified.
Aspen Title & Escrow, Inc.

ATE: 6875

THIS DEED OF TRUST, made this August 9, 2007, between DWH Development, LLC, or assigns, as GRANTOR, and Curry County Title Inc, as TRUSTEE, and Robert B. and Doris Allsup, husband and wife, as BENEFICIARY.

WITNESSETH: Grantor irrevocably conveys to Trustee in trust, with power of sale, certain real property in KLAMATH County, Oregon, as described as:

See Legal Description attached hereto as Exhibit A and by this reference incorporated herein.

Together with all tenements, hereditaments and appurtenances, including easements, and all other rights thereunto belonging or in any way now or hereafter appertaining, and the rents, issues, and profits thereof, together with all fixtures now or hereafter attached to or used in connection with said real estate.

Note: The Trust Deed Act provides that the Trustee hereunder must be either an attorney who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of the state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 896.506 to 896.585.

*WARNING: 12 USC 1701j-5 regulates and may prohibit exercise of this option.

#46-A

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of Grantor herein contained and payment of the sum of **Four Hundred Thousand Dollars (\$400,000.00)**, 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 as described in the promissory note.

ADDITIONAL COLLATERAL SUBSTITUTION CLAUSE: Since this trust deed secures additional collateral for a note herewith, the undersigned beneficiary, his successors and or assigns, hereby agrees to reconvey this trust deed and substitute another trust deed on property of equal or greater amount of note herewith, not to be unreasonably withheld by Beneficiary. This substitution may only occur as long as the note secured by this trust deed is not in default at the time of said substitution. Said substitution is to be executed by the Beneficiary his successors and or assigns, at such time as the above mentioned substitution is requested by Grantor, and is to be on a form suitable for title company to insure reconveyance of this trust deed back to Grantor and substitution of another trust deed to Beneficiary.

Grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; 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.
3. To keep said premises free from any charges that may be levied or assessed upon or against said property after trust deed is recorded.
4. Should the Grantor fail to make payment of any charges that may be levied or assessed upon or against said property after trust deed is recorded, payable by Grantor, 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 of Grantor, described herein, 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 and for such payments, with interest as aforesaid, the property herein before described.
5. 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.

Beneficiary agrees:

1. To substitute this trust deed for another trust deed as described herein, at the request of Grantor for said property, as long as the accompanying note is not in default.
2. To allow Grantor to assign this trust deed along with the accompanying note.

The parties mutually agree:

1. Upon default by Grantor hereunder, Beneficiary may, at any time with 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 unpaid,

and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees upon any indebtedness secured hereby.

2. 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 notice of default hereunder, or invalidate any act done pursuant to such notice.

3. Upon default by Grantor in payment of any indebtedness secured hereby or in Grantor's performance of any agreement contained hereunder, time being of the essence with respect to such payment and/or performance, the Beneficiary may declare all sums secured hereby immediately due and payable. In such event Beneficiary, at its election, may proceed to foreclose this trust deed by advertisement and sale, or may direct the Trustee to pursue any other right or remedy, either at law or in equity, which the Beneficiary may have. In the event the Beneficiary elects to foreclose by advertisement and sale, the Beneficiary or the Trustee shall execute and cause to be recorded a written notice of default and 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 ORS 86.735 to 86.795.

4. The Grantor and those persons authorized by ORS 86.753 may cure any default(s) before the date the Trustee has designated for sale. Any cure of default(s) shall require payment of or tendering performance and the payment of all costs and expenses actually incurred in enforcing the obligations of this Trust Deed, including, but not limited to, trustees' and attorneys' fees as authorized by law.

In the absence of any such cure, the Trustee will enforce the obligations of this Trust Deed in accordance with paragraph 4 herein and as authorized and required by applicable law.

5. 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 title Trustee and a reasonable charge by Trustee's attorney, (2) 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 interest 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.

6. 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 an 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.

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 forever defend the same against all persons whomsoever.

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 deed and whenever the context so requires the singular number includes the plural.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand the day and year first above written.

DWH Development, LLC

[Handwritten Signature]

by: David Hammonds, Managing Member

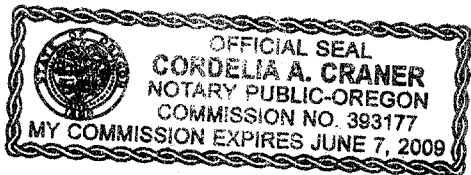
OFFICIAL COPY

STATE OF OREGON
COUNTY OF Jackson) ss.

On this 9th day of August, 2007, before me, a Notary Public in and for said State, personally appeared David Hammonds, Managing Member of DWH Development, LLC

known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Cordelia A. Craner
Notary Public for Oregon
My commission expires: 6-7-09

STATE OF OREGON)
)ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me, a Notary Public in and for said State,
personally appeared _____

known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument,
and acknowledged to me that he/she/they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this
certificate first above written.

Notary Public for Oregon
My commission expires: _____

REQUEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)

TO: Curry County Title Inc., Trustee

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 Reconveyance to:

Dated: _____

By _____

By _____

By _____

Beneficiary

**Do not lose or destroy this Deed of Trust OR THE NOTE which it secures.
Both must be delivered to the Trustee before cancellation before reconveyance is made.**

EXHIBIT A

LEGAL DESCRIPTION:

Lot 35, Block 1, LAKEWOODS SUBDIVISION UNIT NO. 3, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

CODE 022, MAP 3805-005AO TL 02400 KEY #72049

Unofficial
Copy