

2007-015547

Klamath County, Oregon



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09/04/2007 02:15:48 PM

Fee: \$41.00

WHEN RECORDED, RETURN TO:

JELD-WEN, inc.  
Ryan Dutli  
3250 Lakeport Blvd.  
Klamath Falls, OR 97601

### DEED OF TRUST

**Grantor:** Cameron A. and Leona V. Curtiss

**Grantee:** JELD-WEN Development, Inc.

**Trustee:** AmeriTitle, Inc.

**Legal Description:** Official legal description on Exhibit A

**Assessor's Tax Parcel ID#:** See Exhibit A

THIS DEED OF TRUST, made this 31st day of August, 2007, among Cameron A. and Leona V. Curtiss, whose address is 21051 Highway 140 West, Klamath Falls, OR 97601 ("Grantor"); AmeriTitle, Inc. whose address is 300 Klamath Avenue, Klamath Falls, OR 97601 ("Trustee"); and JELD-WEN Development, Inc., whose address is 3250 Lakeport Boulevard, Klamath Falls, OR 97601 ("Beneficiary").

Grantor hereby grants, bargains, sells and conveys to Trustee in Trust, with power of sale, all Grantor's present and future right, title and interest in the real property in Klamath County, Oregon described in Exhibit A attached to this Deed of Trust (the "Property" also referred to as the "Williams Parcel"), together with all the rents, issues and profits thereof.

#### IT IS MUTUALLY AGREED THAT:

1. This Deed of Trust is for the purpose of securing performance by Grantor of its obligation to deed to the Beneficiary upon the occurrence of certain events as provided in that certain Amendment No. 2 to Option Agreement dated August 31, 2007, by and between Grantor and Grantee (the "Second Amendment").

2. Grantor covenants and agrees:

a. To pay before delinquent all taxes and assessments upon the Property; provided such obligation shall be subject to Grantee's performance of its reimbursement obligation under the Second Amendment.

b. To defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses (including cost of title search and fees of attorneys, appraisers and environmental consultants retained by Beneficiary in a reasonable amount) in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

c. To pay all costs, fees and expenses in connection with the enforcement of this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and actually incurred by Beneficiary.

d. Should Grantor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Property, Beneficiary may pay the same, and the amount so paid, with interest at the rate set forth in the note secured hereby, shall be added to and become a part of the debt secured in this Deed of Trust.

e. Not to violate Grantor's covenants under the Option Agreement dated April 9, 2007, by and between Cameron A. and Leona V. (aka Jennie) Curtiss and JELD-WEN Development, Inc. with respect to the Williams Parcel, which covenants shall continue in respect of the Williams Parcel notwithstanding the Second Amendment.

3. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

4. The Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto on written request of the Grantor and the Beneficiary, or upon satisfaction of the obligation secured and written request for reconveyance made by the Beneficiary or the person entitled thereto.

5. Upon default by Grantor in the payment of any obligation secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request of Beneficiary, Trustee shall sell the Property, in accordance with the Deed of Trust Act of the State of Oregon, at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust (which includes for avoidance of doubt, the \$550,000.00 paid by Grantee to Grantor pursuant to the Second Amendment, and all additional amounts (including interest, cost, taxes and other expenses) paid to or for the benefit of Grantor in connection with or related to the

Williams Parcel); (3) the surplus, if any, shall be distributed to the Grantor or other persons entitled thereto.

6. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Grantor had or had the power to convey at the time of his execution of this Deed of Trust, and such as Grantor may have acquired thereafter, Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of bona fide purchasers and encumbrancers for value.

7. The power of sale conferred by this Deed of Trust and by the Deed of Trust Act of the State of Oregon is not an exclusive remedy; Beneficiary may cause this Deed of Trust to be foreclosed as a mortgage or exercise any other remedy available under applicable law; any such remedy shall be pursued in compliance with applicable law.

8. In the event of the death, incapacity, disability, or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the mortgage records of the county in which this Deed of Trust is recorded, the successor trustee shall be vested with all powers of the original trustee. The 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, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

9. This Deed of Trust applies to, inures to the benefit of, and is binding not only on the parties hereto, but on their heirs, devisees, legatees, administrators, executors and assigns. The term Beneficiary shall mean the holder and owner of the note secured hereby, whether or not named as Beneficiary herein.

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GRANTOR: Cameron A. Curtiss  
Cameron A. Curtiss

Leona V. Curtiss  
Leona V. Curtiss

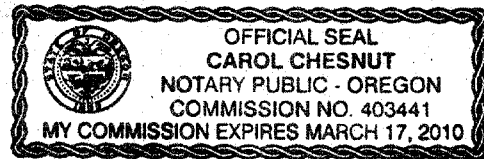
State of Oregon, )  
County of Klamath )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August 2007 by  
Cameron A. Curtiss.

Carol Chesnut N  
Notary Public of Oregon

My commission expires 3-17-2010

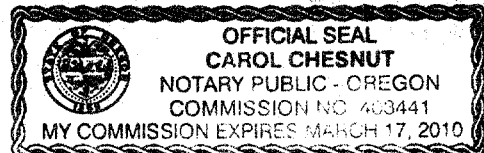
State of Oregon, )  
County of Klamath )



The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of August 2007 by Leona  
V. Curtiss.

Carol Chesnut N  
Notary Public of Oregon

My commission expires 3-17-2010



## EXHIBIT A

The following real property located in Klamath County, Oregon:  
[Account No.: 3607-B3400-00600-000]

A tract of land situated in the SW1/4 of Section 34, Township 36 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, and the NW1/4 of Section 3, Township 37 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8 inch iron pin on the Northwesternly right of way line of the County Road to Eagle Ridge, as established by found center line hubs, from which the West 1/4 corner of said Section 3 bears South 51° 41' 42" West 3152.04 feet; thence North 21° 01' 06" West 1523.29 feet to a 5/8 inch iron pin; thence North 81° 59' 35" West 601.47 feet, to a 5/8 inch iron pin; thence North 08° 00' 25" East 504.82 feet, to a 5/8 inch iron pin; thence North 11° 16' 48" West 394.49 feet, to a 5/8 inch iron pin; thence North 12° 00' 51" East 185.12, to a 5/8 inch iron pin; thence North 20° 12' 08" East 296.83 feet to a 5/8 inch iron pin; thence North 16° 13' 00" East 514 feet, more or less to a point on the North line of said SW1/4 of Section 34; thence Easterly along said North line, 946 feet, more or less to a point that is 60 feet Westerly of the center 1/4 corner of said Section 34; thence Southerly parallel to and 60 feet from the North-South center section line of said Section 34, 2596 feet, more or less, to a point on the Section line common to said Sections 34 and 3; thence Southerly parallel to and 60 feet from the North-South center section line of said Section 3, 670 feet, more or less, to a point on the Northwesternly right of way line of the said County Road to Eagle Ridge; thence South 59° 44' 32" West 100.00 feet, more or less to the point of beginning, with bearings based on a solar observation. Reference above described tract of land to recorded Survey No. 2744, as recorded in the office of the Klamath County Surveyor.