

NN

2009-015182

Klamath County, Oregon



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12/01/2009 01:02:25 PM

Fee: \$57.00

TRUST DEED

DANIEL N. BARNARD + DISHAWNA M. BARNARD
P.O. BOX 935

CHILOQUIN, OR 97624

Grantor's Name and Address

BLUEPRINT RESTORATION FOUNDATION
P.O. BOX 97

SPRAGUE RIVER, OR 97639

Beneficiary's Name and Address

After recording, return to (Name, Address, Zip):

BLUEPRINT RESTORATION FOUNDATION
P.O. BOX 97

SPRAGUE RIVER, OR 97639

SPACE RESE
FOR
RECORDER'S

By _____, Deputy.

THIS TRUST DEED, made on DECEMBER 1, 2009, between
DANIEL N. BARNARD AND DISHAWNA M. BARNARD, as Grantor,
OR BLUEPRINT RESTORATION FOUNDATION FIRST AMERICAN TITLE, as Trustee, and
BLUEPRINT RESTORATION FOUNDATION, as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee, in trust, with power of sale, the property in
KLAMATH County, Oregon, described as:

LOT 39, BLOCK 26, FIRST ADDITION TO KLAMATH FOREST ESTATES, ACCORDING TO THE
 OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK, KLAMATH
 COUNTY, OREGON.

ALSO INCLUDED IS A 1972 FLAMINGO MOBILE HOME WITH A HOME ID #163013,
 XPLATE #X078434 AND SERIAL #G81851986.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in any way
 now or hereafter appertaining, and the rents, issues and profits thereof, and all fixtures now or hereafter attached to or used in con-
 nection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of \$35,250.00

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, if not sooner paid, to be due and payable on 2012

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable.
 Should the grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the property, or all (or any part) of grantor's interest in it without
 first obtaining the written consent or approval of the beneficiary, then, at the beneficiary's option*, all obligations secured by this instrument, irrespective of the matu-
 rity dates expressed therein, or herein, shall become immediately due and payable. The execution by grantor of an earnest money agreement** does not constitute a
 sale, conveyance or assignment.

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

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; and not to
 commit or permit any waste of the property.
2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed, damaged or destroyed there-
 on, and pay when due all costs incurred therefor.
3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary so requests, to join in exe-
 cuting such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require, and to pay for filing the same in the proper public office
 or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the beneficiary.
4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage by fire and other haz-
 ards, as the beneficiary may from time to time require, in an amount not less than \$35,250.00, written by one or more companies acceptable to the ben-
 eficiary, with loss payable to the latter. All policies of insurance shall be delivered to the beneficiary as soon as issued. If the grantor shall fail for any reason to pro-
 cure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on
 the buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by benefi-
 ciary upon any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected, or any part
 thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant
 to such notice.

5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the
 property before any part of such taxes, assessments and other charges becomes past due or delinquent and promptly deliver receipts therefor to beneficiary. Should
 the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges 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 described in paragraphs 6 and 7 of this trust deed, 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. For such payments, with interest as aforesaid, the prop-
 erty hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described. All such
 payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this
 trust deed immediately due and payable and shall constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust, including the cost of title search, as well as the other costs and expenses of the trustee incurred in con-
 nection with or in enforcing this obligation, and trustee and attorney fees actually incurred.

7. 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 pro-
 ceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed or any suit or action related to this instrument, including
 but not limited to its validity and/or enforceability, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney fees. The amount
 of attorney fees mentioned in this paragraph in all cases shall be fixed by the trial court, and in the event of an appeal from any judgment or decree of the trial court,
 grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it
 so elects, to require that all or any portion of the monies payable as compensation for such taking which are in excess of the amount required to pay all reasonable
 costs, expenses and attorney fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable
 costs and expenses and attorney fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied
 upon the indebtedness secured hereby. Grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such
 compensation promptly upon beneficiary's request.

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 this state, its subsidiaries,
 affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

*WARNING: 12 USC 1701j-3 regulates and may prohibit exercise of this option.

**The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.



9. At any time, and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; or (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee fees for any of the services mentioned in this paragraph shall be not less than \$5.

10. Upon any default by grantor hereunder, beneficiary may, at any time without 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 attorney fees, upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. 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.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement 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, the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee 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 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.

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 ORS 86.753 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 and attorney 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 the sale may be postponed as provided by law. The trustee may sell the 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 any 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 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.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any insurance coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are (choose one):*

(a) primarily for grantor's personal, family or household purposes (see Important Notice below).

(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, the grantor has executed this instrument the day and year first written above.

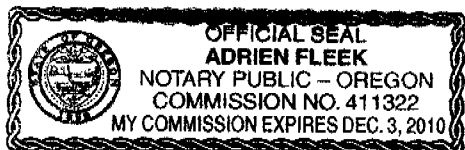
***IMPORTANT NOTICE:** Delete, by lining out, whichever warranty (a) or (b) is inapplicable. If warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures. For this purpose use Stevens-Ness Form No. 1319, or the equivalent. If compliance with the Act is not required, disregard this notice.

Daniel N. Barnard
Daniel N. Barnard

STATE OF OREGON, County of Clatsop ss.

This instrument was acknowledged before me on Dec 1, 09
by Daniel N. Barnard and Dishawna M. Barnard

This instrument was acknowledged before me on _____
by _____
as _____
of _____



Adrien Fleeck
Notary Public for Oregon
My commission expires 12-3-10

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 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 the reconveyance and documents to _____

DATED _____
Do not lose or destroy this Trust Deed OR THE NOTE which it secures.
Both should be delivered to the trustee for cancellation before reconveyance is made.

Beneficiary

SECURITY AGREEMENT

NON-NEGOTIABLE

This Security Agreement is made and entered into this 1st day of December 2009 by and between DANIEL NEWELL BARNARD, DEBTOR, hereinafter "DEBTOR," SOCIAL SECURITY ACCOUNT NUMBER 568-71-5742, and Blueprint Restoration Foundation, Secured Party, hereinafter "Secured Party." If any part or portion of this Security Agreement is found to be invalid or unenforceable, such part or portion shall not void any other part or portion as reasonably segregable from said part(s) or portion(s). The Parties, hereinafter "Parties," are identified as follows:

DEBTOR

DANIEL NEWELL BARNARD
P.O. Box 935
Chiloquin, OR 97624
Social Security Account Number 568-71-5742

Secured Party

Blueprint Restoration Foundation
c/o: P.O. Box 97
Sprague River, Oregon state [97624]
united States of America

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

In consideration for the Secured Party providing certain accommodations to DEBTOR, inter alia, to the Secured Party:

1. Providing funding for the purchase, in the amount of \$ 35,250.00 for the real property as described below:

Lot 39, Block 26, First Addition To Klamath Forest Estates, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon, and 1972 FLAMINGO MANUFACTURED HOME, 2 BEDROOM, MANUFACTURER ID# GB1851986, HOME ID#163013, XPLATE # X078434.

2. DEBTOR hereby confirms that this Security Agreement is a duly executed, signed, and sealed private contract entered into knowingly, intentionally, and voluntarily by DEBTOR and Secured Party, wherein and whereby DEBTOR:

a. Transfers and assigns to the Secured Party a security interest in the Collateral described herein below;

PUBLIC LAWFUL NOTICE

Filing of this Security Agreement by the Parties constitutes open, lawful, public notice that:

1. The law, venue, and jurisdiction of this Security Agreement is the ratified, finalized, signed, and sealed private contract freely entered into by and between DEBTOR and the Secured Party as registered herewith.

2. This Security Agreement is contractually complete herein and herewith and cannot be abrogated, altered, or amended, in whole or part, without the express, written consent of both DEBTOR and the Secured Party.

FIDELITY BOND

Know all men by these presents, that DEBTOR, DANIEL NEWELL BARNARD, establishes this bond in favor of the Secured Party, Blueprint Restoration Foundation, in the sum of present Collateral Values up to the penal sum of Sixty Thousand Six Hundred United States Dollars (\$60,600.00), for the payment of which bond, well and truly made,

DEBTOR binds DEBTOR and DEBTORS heirs, executors, administrators, and third-party assigns, jointly and severally, by these presents.

The condition of the above bond is: the Secured Party covenants to do certain things on behalf of DEBTOR, as set forth above in Agreement, and DEBTOR, with regard to conveying goods and services in Commercial Activity to the Secured Party, covenants to transfer and assign, upon payment in full and receipt of title, the below described Collateral and real property therefore and, as assurance of fidelity, grants to the Secured Party a Security Interest in the herein below described Collateral.

This bond shall be in force and effect as of the date hereon and until the DEBTORS Surety, DANIEL NEWELL BARNARD, is released from liability by the written order of the Secured Party, Blueprint Restoration Foundation, and provided that said Surety may cancel this bond and be relieved of further liability hereunder by delivering thirty (30) day written notice to DEBTOR, and/or below listed collateral is delivered by way of county title to Secured Party. No such cancellation shall affect any liability incurred or accrued hereunder prior to the termination of said thirty (30) day period. In such event of notice of cancellation, DEBTOR agrees to reissue the bond before the end of said thirty (30) day period for an amount equal to or greater than the above-stated value of this Security Agreement, unless the Parties agree otherwise.

INDEMNITY CLAUSE

DEBTOR, without the benefit of discussion or division, does hereby agree, covenant, and undertake to indemnify, defend, and hold the Secured Party harmless from and against any and all claims, losses, liabilities, costs, interests, and expenses, hereinafter referred to as "Claims" or "Claim," which Claims include, without restriction, all legal costs, interests, penalties, and fines suffered or incurred by the Secured Party, in accordance with the Secured Parties personal guarantee with respect to any loan or indebtedness of DEBTOR, including any amount DEBTOR might be deemed to owe to any creditor for any reason whatsoever.

The Secured Party shall promptly advise DEBTOR of any Claim and provide DEBTOR with full details of said Claim, inter alia, copy of any document, correspondence, suit, or action received by or served upon the Secured Party. The Secured Party shall fully cooperate with DEBTOR in any discussion, negotiation, or other proceeding relating to any Claim.

OBLIGATIONS SECURED

The security interest granted herein secures any and all indebtedness and liability whatsoever of DEBTOR to the Secured Party, as pertaining to the specific collateral listed below, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, and however evidenced.

COLLATERAL

The collateral to which this Security Agreement pertains to, inter alia, all herein below described personal and real property of DEBTOR, now owned or acquired by DEBTOR, in which the Secured Party holds all interest. Secured Party retains possession and use, and rights of possession and use, of all collateral, and all proceeds, products, accounts, and fixtures as named hereunder in this Security Agreement, and the Orders there from, are released to DEBTOR.

1. The real property as described below, sold for the amount of \$ 35,250.00, and paid for by Secured Party:

Lot 39, Block 26, First Addition To Klamath Forest Estates, according to the official plat thereof on file in the office of the Clerk of Klamath County, Oregon, and
1972 FLAMINGO MANUFACTURED HOME 2 BEDROOM, MANUFACTURER ID#
GB1851986, HOME ID# 163013, X PLATE # X078434.

ADVISORY

All instruments and documents referenced/itemized above are accepted for value, with all related endorsements, front and back, in accordance with UCC § 3-419 and House Joint Resolution 192 of June 5, 1933. This Security Agreement is accepted for value, property of the Secured Party. This Security Agreement supersedes all previous contracts or security agreements between DEBTOR and the Secured Party.

DEBTOR agrees to notify all of DEBTORS former creditors, would-be creditors, and any would-be purchasers of any herein-described Collateral, of this Security Agreement, and all such personages are expressly so-noticed herewith.

This Security Agreement devolves on the Secured Party's heirs and assigns, who are equally as authorized, upon taking title to this Security Agreement, as the Secured Party to hold and enforce said Security Agreement via non-negotiable contract, devise, or any lawful commercial remedy.

DEFAULT

The following shall constitute the events of default hereunder:

1. Failure by DEBTOR to pay any debt secured hereby when due;
2. Failure by DEBTOR to perform any obligations secured hereby when required to be performed;
3. Any breach of any warranty by DEBTOR contained in this Security Agreement; or
4. Any loss, damage, expense, or injury accruing to Secured Party by virtue of the transmitting-utility function of DEBTOR.

The Secured Party reserves the right to satisfy any judgment, lien, levy, debt, or obligation, whether unsecured, secured, or purported to be secured, against DEBTOR by executing a Bill of Exchange against the Fidelity Bond registered herewith.

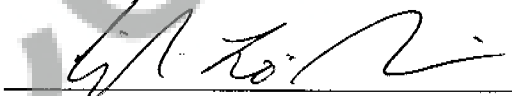
NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL

Applicable to all Successors and Assigns

SIGNATURES

The Secured Party executes this Security Agreement certified and sworn on the Secured Party's unlimited liability true, correct, and complete, and accepts all signatures in accord with UCC§ 3-419.

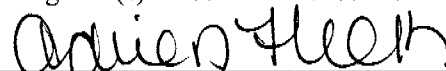

DANIEL NEWELL BARNARD, DEBTOR


Emiliano L. Richards, Trustee/Authorized Representative
Blueprint Restoration Foundation, Secured Party

ACKNOWLEDGEMENT

County of Klamath)
) SS
Oregon State)

SUBSCRIBED TO AND SWORN before me this Dec 1, 2009, a Notary,
that Daniel Newell Barnard and Emiliano Richards personally appeared and known to me to be the
living soul(s) whose name subscribed to the within instrument and acknowledged to be the same.

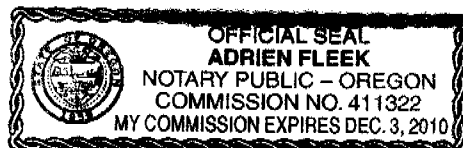
 Seal:

Notary Public

My Commission Expires: 12-3-10

Form SA-121095742DNB

Security Agreement, Page 3



Secured Party: Blueprint Restoration Foundation