2010-006467 Klamath County, Oregon



After recording return to and mail tax statements to:

05/28/2010 09:56:53 AM

Fee: \$42.00

Larry O. Gildea
P.O. Box 518
Creswell, OR 97426

## TRUST DEED

PARTIES: AT

ATR SERVICES, INC., Grantor

FIDELITY NATIONAL TITLE CO., Trustee

McDOUGAL BROS. INVESTMENTS, LEELYNN, INC., WILEY MT., INC., and MELVIN L. McDOUGAL, Beneficiary

Grantor conveys to Trustee, in trust, with power of sale, the real property described as Lots 1 and 2, Block 3 of CRES-DEL Acres, First Addition, according to the Official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, which is not currently used for agricultural, timber or grazing purposes.

This Trust Deed shall secure payment and performance of a Security Agreement dated December 10, 2009, plus advances made after that date and other agreements between the parties to the Security Agreement. The principal amount due under the Security Agreement as of December 10, 2009 is \$2,503,555.61.

Grantor warrants and covenants that Grantor owns the property free and clear of encumbrances except easements, conditions, and restrictions of record.

Grantor shall pay the Security Agreement in accordance with its agreement with Beneficiary and shall pay when due all taxes, assessments, and other charges that may be levied against the property. Grantor shall keep any buildings now on the premises or which may hereafter be placed thereon insured against loss or damage by fire, with extended coverage, for their full insurable value with Beneficiary listed as a named insured or loss payee. Grantor shall keep improvements on the premises in good repair and will not commit or suffer any waste thereof or of the premises.

GMBIL

Time is of the essence hereof. Default by Grantor of any of Grantor's obligations in the Security Agreement or other loan agreements with Beneficiary or this Trust Deed will entitle Beneficiary to declare the full unpaid balance of the Security Agreement, together with any other sums secured by this Trust Deed, immediately due and payable, in which case failure of the Grantor to pay the full amount declared to be due within ten (10) days from the date of such declaration shall be a material breach of this Trust Deed.

Should Grantor default, Beneficiary, in addition to any other legal or equitable remedies, may deliver to its Trustee a written notice of default and election to sell the property. Upon such delivery, the Beneficiary shall deposit with the Trustee this Trust Deed and all documents evidencing expenditures, whereupon the Trustee shall fix the time and place of sale and give notice thereof as then required by law.

If legal expenses are incurred in a trustee's sale of the property, the Trustee and Beneficiary shall be entitled to recover such expenses. If litigation arises from this document, the prevailing party shall be entitled to recover attorneys' fees at all levels of litigation.

MAY Date: February <u>24</u>, 2010.

**GRANTOR:** 

ATR SERVICES, INC.

Gran Damors

STATE OF OREGON ) )ss. County of Lane )

MAY The foregoing instrument was acknowledged before me on February 24, 2010, by Greg Demers as President of ATR Services, Inc.

OFFICIAL SEAL
MAGGIE TURNER
MOTARY PUBLIC - OREGON
COMMISSION NO. 437729
MY COMMISSION EXPIRES MAY 13, 2013

Notary Dublic for Oregon
My Commission Expires: 5/3//3