

DATE OF THIS DEED OF TRUST AND OF THE LOAN TRANSACTION		DATE MONIES DISBURSED AND INTEREST BEGINS IF OTHER THAN DATE OF THE TRANSACTION	ACCOUNT NUMBER
August 31, 1994		September 6, 1994	3654-407720
BENEFICIARY		GRAVEY(S):	
TRANSAMERICA FINANCIAL SERVICES		(1) Michael G. McMackin	
ADDRESS: 1070 N.W. Bond St.; Suite 204		(2) Patricia L. McMackin	
CITY Bend, OR 97701		ADDRESS: 6119 Onyx	
NAME OF TRUSTEE: Aspen Title & Escrow Co.		CITY Klamath Falls, OR 97603	

By this Deed of Trust, the undersigned Grantor(s) (all, if more than one), for the purpose of securing the payment of a Promissory Note of even date in the principal sum of \$ 33,460.67 from Grantor(s) to Beneficiary named above, hereby grants, sells, conveys and warrants to Trustee in trust, with power of sale, the following described property situated in the State of Oregon, County of Klamath

Lot 3, Block 10, FOURTH ADDITION TO SUNSET VILLAGE, in the County of Klamath,
State of Oregon.

CODE 41 MAP 3909-12BC TL 200

The final maturity date of the Promissory Note is September 15, 2009.

Together with all buildings and improvements now or hereafter erected thereon and heating, lighting, plumbing, gas, electric, ventilating, refrigerating and air-conditioning equipment used in connection therewith (but not including any apparatus, equipment or articles that constitute "household goods" as the term is defined in the Federal Trade Commission Credit Practices Rule (16 C.F.R. Part 444) as to or hereafter amended), all of which, for the purpose of this Deed of Trust shall be deemed fixtures of the property at once described, all of which are referred to herein as the "Premises".

TO HAVE AND TO HOLD said land and premises, with all the rights, privileges and appurtenances thereto belonging to Trustee and his heirs, executors, administrators, successors and assigns, upon the trusts and for the uses and purposes following, and hereafter:

Grantor(s) assigns to Beneficiary all rents, issues and profits of the Premises, during continuance of default hereunder, and during the same without regard to adequacy of any security for the debt, reserving the right to collect and use the same with or without taking possession of the Premises and/or to collect and enforce the debt authorized by Beneficiary to enter upon the Premises and/or to collect and enforce the same without regard to adequacy of any security for the debt, secured by any lawful means.

FOR THE PURPOSE OF SECURING: (1) Performance of the agreement of Grantor contained herein; (2) Payment of the principal sum with interest thereon at the agreed rate in accordance with the terms and conditions of the above referenced Note; (3) Payment of any additional amounts, with interest thereon at the agreed rate, as may be hereafter loaned by Beneficiary to Grantor in connection with any refinancing or refinancing, but Beneficiary shall not be obligated to make any additional loan(s) in any amount; (4) The payment of any money that may be advanced by Beneficiary to Grantor or to third parties, with interest thereon at the agreed rate, where any such advance is made to protect the security or in accordance with the powers to be conferred upon Beneficiary by the deed of trust to be hereinafter executed by Grantor and to be recorded in the public records of the County of Los Angeles, California, and to be secured by any lawful means.

SECOND: To the payment of the interest due on said Advances.

[illegible][illegible]

(3) Beneficiary may appoint a successor Trustee at any time by filing for recording in the office of the County Recorder of each county in which said property or some part thereof is situated a Substitution of Trustee. From the time the substitution is filed for record, the new Trustee shall succeed to all the powers, duties, authority and title of the Trustee named herein or of any successor Trustee. Each such substitution shall be executed and acknowledged and notice thereof shall be given and proof thereof made, in the manner provided by law.

(5) Should the Premises or any part thereof be taken by reason of any public improvement or condemnation proceeding, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, to the extent necessary to liquidate the unpaid balance, including accrued interest, of the obligation secured by this Deed of Trust.

AFTER RECORDING RETURN TO TRANSAMERICA FINANCIAL SERVICES, P.O. Box 5607, Bend, OR 97708-5607

(6) Should Grantor sell, convey transfer or dispose of the Premises, or any part thereof, without the written consent of Beneficiary being first had and obtained, then Beneficiary shall have the right, at its option, to declare all sums secured hereby forthwith due and payable.

(7) Notwithstanding anything in this Deed of Trust or the Promissory Note secured hereby to the contrary, neither this Deed of Trust nor the Promissory Note shall be deemed to impose on the Grantor(s) any obligation of payment, except to the extent that the same may be legally enforceable and any provision to the contrary shall be of no force or effect.

(8) All Grantors shall be jointly and severally liable for fulfilling all of their covenants and agreements herein contained, and all provisions of this Deed of Trust shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessors and assigns of the parties hereto respectively. Any reference in this Deed of Trust of the singular shall be construed as plural where appropriate. Any Grantor who co-signs this Deed of Trust but does not execute the Promissory Note: (a) is co-signing this Deed of Trust only to grant and convey that Grantor's interest in the property under the terms of this Deed of Trust; (b) is not personally obligated to pay the sums secured by this Deed of Trust; and (c) agrees that Beneficiary and any other Grantor or signer of the Promissory Note may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Deed of Trust or the Promissory Note without that Grantor's consent.

(9) Invalidity or unenforceability of any provisions herein shall not affect the validity and enforceability of any other provisions.

(10) Trustee accepts this Trust when this Deed of Trust, 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(s), Beneficiary, or Trustee shall be a party, unless brought by Trustee.

(11) Grantor shall pay all costs, disbursements, expenses and reasonable attorney fees ("Costs") incurred by Beneficiary in protecting or enforcing the lien of this Deed of Trust whether or not suit or action is actually commenced. Costs include, without limitation, recording fees, cost of title and lien searches, surveys and attorney's fees in negotiations, arbitrations, trials, administrative proceedings, condemnation proceedings, bankruptcy proceedings and any appeals from any of them. Enforcing the lien of the Deed of Trust includes without limitation conveyances in lieu of foreclosure, actions on the Promissory Note, foreclosure actions, receivership actions and post-judgment collection efforts.

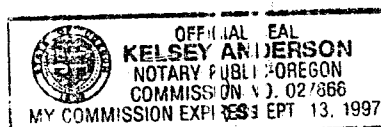
(12) The undersigned Grantor(s) requests that a copy of any Notice of Default and of a Notice of Sale hereunder be mailed to him at the address herein before set forth.

(13) The terms Deed of Trust and Trust Deed are interchangeable.

IN WITNESS WHEREOF the said Grantor has to these presents set hand and seal this date August 31, 1994

STATE OF OREGON

County of Klamath



Michael G. McMackin
Grantor Michael G. McMackin
Patricia L. McMackin
Grantor Patricia L. McMackin

This instrument was acknowledged before me on the 31st day of August, 1994, by Michael G.

McMackin and Patricia L. McMackin

Before Me: Kelsey Anderson
Notary Public for Oregon

My Commission Expires: September 13, 1997

REQUEST FOR FULL RECONVEYANCE

TO TRUSTEE:

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness secured by said Deed of Trust, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the name

Full Reconveyance to:

By _____

By _____

Do not lose or destroy. This Deed of Trust must be delivered to the Trustee for cancellation before reconveyance will be made.

TRUST DEED

Grantor

Beneficiary

STATE OF OREGON

County of Klamath s.s.

I certify that the within instrument was received for record on the 6th day of Sept. 19 94, at 3:10 o'clock p.m., and recorded in book M94 on page 27884 Record of Mortgage of said county.

Witness my hand and seal of County affixed.

Evalyn Biehn

County Clerk

Title

By Patricia L. McMackin Deputy

Fee \$15.00