

**TRUST DEED**

## SIERRA DEVELOPMENTS, LLC

**Grandpa's Name and Address**

C. WADE BELL, TRUSTEE OF  
BELL & MOORE CPA PROFIT  
SHARING PLAN

**Beneficiary's Name and Address**

After recording return to (Name, Address, Zip)

CASCADE TITLE & ESCROW COMPANY  
P.O. BOX 1476  
EUGENE, OR 97440

**State of Oregon, County of Klamath**

State of Oregon, County of Klamath  
Recorded 03/03/2005 3:08 P m

Vol M05 Pg 14355-5

Linda Smith, County Clerk

Fee \$ 26<sup>00</sup> # of Pgs 2

1932

HHS TRUST DEED, made on February 23, 2005, between  
SIERRA DEVELOPMENTS, LLC, An Oregon Limited Liability Company.

Cascade Title & Escrow Company, as Grantor,  
C. Wade Bell, Trustee of Bell & Moore CPA Profit Sharing Plan, as Trustee, and

## WITNESSES

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

Lot 10, SIERRA HEIGHTS, TRACT 1383, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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 connection therewith; the property, etc.

**SIXTY THOUSAND AND 00/100----- (\$160,000.00)**

(\$160,000.00)

For the avoidance of doubt, the transfer of the business, assets and goodwill and the repayment of the debt in accordance with the terms of the agreement does not constitute a

1. The Company shall make available to the Contractor, at no cost, all documents and information concerning or appertaining thereto, and not to be withheld from the Contractor, promptly and in good and workable condition and building an improvement works, as the constructed, damaged or destroyed there-

4. To make and continuously, until terminated at the building now or hereafter erected, or the property against loss or damage by fire and other hazards, the amount required, and to collect less than **Full Amount**, one or more companies acceptable to the beneficiary, without regard to the latter. All policies of insurance shall be in such form, with Policy number, date issued, the grantor shall fail for any reason to provide such insurance and to deliver the policies to the beneficiary at such fee and premium as paid to the expiration of any policy of insurance now or hereafter placed on the said building, the beneficiary may prosecute the same at grantor's expense. The amount called due under any life or other insurance policy may be applied by beneficiary in full or in part to fees, expenses, and costs of collection, and if the amount so collected, or any part thereof, is released or retained, shall not cure or waive any demand or notice of default before or after the date any act done pursuant thereto.

5. To keep the property free from encumbrances, and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property, to make payment of any taxes, assessments, interest, premiums, costs or other charges payable by grantor, either by direct payment or by providing security with funds with which to make such payment, beneficiary may, at his option, make payment thereon and be an owner so paid, with interest at the rate set forth in this instrument, without validating any right or easement in case of any title defect, and for such payment with interest as aforesaid, the property herein shall be immediately, due and payable with notice, and the beneficiary, hereof, shall, at the option of the beneficiary, render all sums deemed to be his proportionate share of the same.

• To pay all costs, fees, and expenses of the trust, including the cost of the services as well as the legal costs and expenses of the trustee incurred in connection with or continuing this investigation, administration, and attorney fees, usually incurred;

• To appear and defend and act on proceeding pertaining to the statutory rights or powers of beneficiary or trustee and in any suit, action or proceeding in which the beneficiary or trustee may appear, including all costs and expenses of this decree or cause of action related to his instrument, including attorney fees, incurred in this paragraph shall also be paid by the trustee, and in the event of a appeal that the judgment or decree of the trial court

10.8. In addition to the compensation referred to in paragraph 10.7 above, the credit institution shall pay to the beneficiary such amount as may be necessary to cover all reasonable expenses and other fees necessarily paid or incurred by the credit institution in connection with the performance of its obligations under this Agreement, including, without limitation, the costs of legal advice and representation, the costs of obtaining any documents or information required by the credit institution to perform its obligations under this Agreement, the costs of preparing and presenting any documents or information required by the credit institution to obtain any authorisation or consent from the relevant court, and the costs of any legal proceedings brought by the credit institution against the beneficiary for recovery of amounts due under this Agreement.

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 the deed of the heirs in charge thereof; or (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "successors mentioned in this paragraph shall have and hold the same." The

15. 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 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 case, may exercise all the rights and powers of a trustee.

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.

17.1 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 advanced heretofore to be due and payable.

the beneficiary may declare all sums secured hereby immediately due and payable. In such event, the beneficiary may direct 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 the same, 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 58.753 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 enacting the cure.

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 truth of such facts, but shall not include any statement concerning the title to the property.

17. 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 subsisting in 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.

In 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 prejudice 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 a written instrument.

The grantor covenants to and agrees with the Lender as follows:

Grantor, his heirs, executors, administrators, successors and assigns, and agrees with the beneficiary and the beneficiary's successors in interest that the grantee is lawfully seized in fee simple of the real property and has a good, unencumbered title thereto, except as may be set forth in any addendum or exhibit attached hereto, and that the grantee may exercise the same against all persons whomsoever, EXCEPT conditio.

**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 my 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 undersigned certifies that the proceeds of the loan represented by the above described note and this note affidavit are being used entirely for an organization's bona fide charitable purposes.

This deed applies to rights 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 conveyance or interest herein.

In consideration of the services to be performed by the above-named representatives, and in consideration of the credit given to the contract secured hereby, whether or not named as a beneficiary, it is understood that the grantor, trustee and 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 assured and identical with the original.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

**IMPORTANT NOTICE:** Delete, by lining out, whichever warranty (a) or  
(b) is inapplicable. If warrantee fails to do so, it will be deemed to have accepted this instrument the day and year first written above.

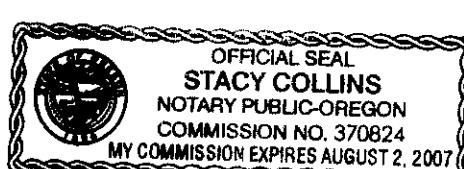
**SIERRA DEVELOPMENTS, LLC**

MICHAEL J. WILCHER PRESIDENT

STATE OF CALIFORNIA. E

STATE OF OREGON, County of Klamath.  
This instrument was acknowledged before me on  
by Eddie I. Wilson.

This instrument was acknowledged before  
~~X X X X X X X X X X X X~~ Michael  
President  
of Sierra Nevada



*Walter C. L. B.*

Notary Public for Oregon

8.25

**REQUEST FOR FULL RECONVEYANCE (To be used in conjunction with the Reversal of Deed)**

RECEIPT FOR FULL RECONVEYANCE (To be signed by the Purchaser)

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:

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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.

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