FORM No. 881 - TRUST DEED (Assignment Restricted).	© 1988-2003 STEVENS-NESS LAW PUBLISHING CO., POHTLAND, OR www.stavensness.com	
EA NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.		
TRUST DEED	Vol. MO5 Page 60991	
SIERRA DEVELOPMENTS, LLC		
Grentor's Name and Address SOUTH VALLEY BANK & TRUST CUSTODIAN FOR JOHN L. SHAMA ROLLOVER IRA	State of Oregon, County of Klamath ed	
After recording, return to (Name, Address, Zip):  CASCADE_TITLE_&_ESCROW_COMPANY	Recorded 08/03/05 3: 26 P m  Vol M05 Pg (0091-92  Linda Smith, County Clerk	
P.O. BOX 1476 EUGENE, OR 97440	Fee \$ 46 \omega # of Pgs \( \frac{1}{2} \)  15 639106	
THIS TRUST DEED, made onJuly	y 27, 2005 , hetween	
CASCADE TITLE & ESCROW COMPANY SOUTH VALLEY BANK & TRUST, An Or and assigns, CUSTODIAN FOR JOHN		
Lot 14, of TRACT 1383, SIERR	A HEIGHTS, according to the official office of the County Clerk of	
and a series of new horostone or toyic wastes of SI	at there is and has been no discharge or disposal on the ubstances (as such terms are defined by any applicable ordinance, or regulation) or contamination of the property	

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 with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of \_\_QNE\_\_HUNDRED

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

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

sale, conveyance or assignment.

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 thereon, 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 executing 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 hazage with the search of the property against loss or damage by fire and other hazage with the search of the property against loss or damage by fire and other hazage with the search of the property against loss or damage by fire and other hazage with the search of the property against loss or damage by fire and other hazage with the search of the property against loss or damage by fire and other hazage with the search of the property against loss or damage by fire and other hazage with the search of the property against loss or damage by fire and other hazage with the search of the property against loss or damage by fire and other hazage with the search of the property against loss or damage by fire and other hazage with the search of the property against loss or damage by fire and other hazage with the search of the property against loss or damage by fire and other hazage with the search of the property against los

ards, as the beneficiary may from time to time require, in an amount not less than \$\_Full\_Amount\_ .\_\_\_\_, written by one or more and a second beneficiary may from three to the beneficiary, 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 procure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of say 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 beneficiary 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.

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 heneficiary. Should the grantor fail to make payment of any taxes, assessments insurance permitims, 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 bereby, 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 atoresaid, the property hereinthefore 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 anonpayment 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 connection 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 proceeding in which the h

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney who is an active member of the Oregon Statesociation authorized to do business under the lews of Oregon or the United States, a title insurance company authorized to insure affiliaties, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 898.505 to 698.585.
1 WARNINGO, 12 USC 1701;3 regulates and may prohibit exercise of this option.

ONE STATE STATE STATES COMPANY OF THE STATES COMPANY OF te Bar, a bank, trust company or savings and loan title to real property of this state, its subsidiaries.

Date Z 26 20 PS By: Participant



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.

son or persons legally entitled thereto." and the recitals therein of any matters of 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 cquity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or 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 trus

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 country 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 heneficiary'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 whomsever. , except conditions, restrictions, reservations and WARNING: Unless grantor provides beneficiary with evidence of misurance coverage as required by the contract or loan agreereservations and

ment 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

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

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

\*\*This promote process that the proceeds a natural person are for business or commercial purposes.

This deed applies to, inures to the benefit of, and binds all parties bereto, 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 berein.

In constraing 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: Delet (b) is inapplicable. If warran a creditor as such word is Regulation Z, the benefic Regulation by making requ Act is not required, disregal

RECT, the granter has exceded this instrument the day and year instrument according		
e, by lining out, whichever warranty (a) or ity (a) is applicable and the beneficiary is defined in the Truth-in-Lending Act and ciary MUST comply with the Act and dired disclosures. If compliance with the	SIERRA DEVELOPMENTS, LLC BY: MICHAEL L. WILCHER	
rd this notice.	EDDIE L. WILCHER	
STATE OF OREGON, County ofK1  This instrument was acknowledge by Eddie Wilcher		
by Eddie Wilcher		
This instrument was acknowledge	od hefore me on August 2,2005	
by Michael L. Wilcher	0	
_	***************************************	
as President		
of Sierra Developments, LLC		
No.	otary Public for Oregon	
OFFICIAL SEAL STACY COLLINS NOTARY PUBLIC-OREGON COMMISSION NO. 370824 MY COMMISSION EXPIRES AUGUST 2, 2007	y commission expires	
VEST FOR FULL RECONVEYANCE (To be used only when obligations have been paid.)		

TO: Truster	c		
The undersigned is the legal owner and holder of all indebtedness secured	d by the foregoing trust deed. All sums secured by the trust deed have been fully paid		
and eath find. 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 to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated to you herewith together with the trust deed) and to reconvey, without warranty.			
nated 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.	Reneficiary		
THE TAX AND ADDRESS OF THE PARTY OF THE PART	#Remedication		

Both should be delivered to the trustee for cancellation before commysace is made