

2007-020662

Klamath County, Oregon



00036652200700206620110118

COVER SHEET

ORS: 205.234

12/10/2007 02:53:43 PM

Fee: \$71.00

This cover sheet has been prepared by the persons presenting the attached instrument for recording. Any errors in this cover sheet DO NOT affect the transaction(s) contained in the instrument itself.

After recording, return to:

1st American - 1140379

The date of the instrument attached is December 6, 2007.

1) NAMES(S) OF THE INSTRUMENT(S) required by ORS 205.234(a)

Deed of Trust

2) PARTY(IES)/GRANTOR, required by ORS 205.125(1)(b) and ORS 205.160:

Turnbull, Jay and Judy

3) PARTY(IES)/GRANTEE, required by ORS 205.125(1)(b) and ORS 205.160

Manion, Michael

4) TRUE and ACTUAL CONSIDERATION (if any), ORS 93.030

\$ _____

5) FULL OR PARTIAL SATISFACTION ORDER or WARRANT FILED IN THE COUNTY CLERK'S LIEN RECORDS, ORS 205.121(1)(c)

6) RE-RECORDED to correct: _____
Previously recorded as: _____

F 71-

ALL INCLUSIVE DEED OF TRUST

THIS ALL INCLUSIVE DEED OF TRUST, made this 6 day of December, 2007, between JAY MICHAEL TURNBULL and JUDY D. TURNBULL, husband and wife, as "Grantor", FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON, appointed as "Trustee" by Beneficiary, and MICHAEL SEAN MANION, 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 follows:

"THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 32 SOUTH, RANGE 8 EAST, OF THE WILLAMETTE MERIDIAN, IN KLAMATH COUNTY, OREGON; AND EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE BOUNDARIES OF KIRK ROAD, DREW ROAD, AND SHELLOCK DRAW ROAD"

together with all improvements, if any, situated thereon, and all tenements, mineral rights and appurtenances thereto or in anyway now or hereafter appertaining, and the rents and issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

The following personal property is also included as part of this transaction: NONE

SECTION 1. TAX STATEMENT:

1.1 Until a change is requested, all tax statements shall be sent to:

Jay and Judy Turnbull

8775 Grant Line Rd
Eik Grove, CA 95624

SECTION 2. ACKNOWLEDGEMENT AND RECORDING.

2.1 Grantor and Beneficiary are aware that ORS 93.635 requires that all instruments contracting to convey fee title to any real property, anytime more than twelve (12) months from the date that instrument is executed, shall be recorded or a memorandum thereof shall be recorded, by the Beneficiary not later than fifteen (15) days after the instrument is executed. Beneficiary covenants to so record.

SECTION 3. SECURITY PURPOSES.

3.1 This all inclusive trust deed is given by Grantor for purposes of securing full and complete performance of all terms and conditions contained herein and of the payment of the sum of \$195,000.00, with interest thereon according to the terms of an all inclusive promissory note of even date herewith, payable to Beneficiary or order. The terms and conditions of said promissory note are completely incorporated in this trust deed by this reference hereto.

SECTION 4. WARRANTIES, COVENANTS AND REPRESENTATIONS.

To protect the security of this trust deed, Grantor warrants, covenants and represents as follows:

4.1 To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

4.2 To perform all terms and conditions in a timely manner under this trust deed.

4.3 To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said 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 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.

4.4 Unless otherwise expressly provided herein, Grantor shall be entitled to possession of the above described properties upon the date of closing, and may retain such possession only so long as Grantor is not in default herein.

4.5 To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary. Grantor shall pay all real property and personal property taxes concerning the property annually when due and before the same become delinquent and shall provide proof of payment to Beneficiary within ten (10) days' thereafter. 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 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 and for such payments, with interest as aforesaid, the property 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, and 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 constitute a breach of this trust deed.

4.5.1 Grantor shall provide Beneficiary with written evidence reasonably satisfactory to Beneficiary that all taxes and assessments have been paid when due and before the same become delinquent. Grantor shall submit this evidence within fifteen (15) days after each required payment of the taxes and for assessments. Grantor shall pay the real property taxes assessed against the property to the Klamath County Tax Department annually, in the full amount, on or before November 15 of each year.

4.5.2 In the event the property is presently zoned so as to qualify for deferred taxes because it is specially assessed as farm use, open space reserve, wildlife resource or similar designation, Grantor shall maintain and care for said property to preserve said tax status and shall be responsible for and immediately pay any additional taxes, penalties and/or assessments levied against the property as a result of the loss of said deferred tax status and agrees that failure to do so shall be a default.

4.6 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 concerning or in enforcing this obligation and trustee's and attorney's fees actually incurred.

4.7 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 beneficiary or trustee may appear, including any suit for the foreclosure of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees mentioned in this agreement 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's fees on such appeal.

4.8 After execution of this document, Grantor shall forever defend, indemnify and hold beneficiary harmless from any claim, loss or liability arising out of or in any way connected with Grantor's possession or use of the property, or Grantor's conduct with respect to the property or any condition of the property. In the event of any litigation or proceeding brought against beneficiary and arising out of or in any way connected with any of the above events or claims, against which Grantor agrees to defend beneficiary, Grantor shall, upon notice from beneficiary, vigorously resist and defend such actions or proceedings through legal counsel.

4.9 That this trust deed is accepted on the basis of Grantor's own examination and personal knowledge of the real property and the value thereof. Grantor accepts the land, buildings, if any, improvements, if any, and all other aspects of the property in their present condition, AS IS, including latent defects, without any representations or warranties, expressed or implied, all of which are hereby expressly disclaimed, unless they are set forth in this trust deed. Grantor has ascertained, from sources other than Beneficiary, the applicable zoning, building, housing, and other regulatory ordinances and laws and that grantor accepts the property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the property, and Beneficiary has made no representation with respect to such laws or ordinances.

4.10 Grantor shall not convey, grant, assign, transfer or allow any easements, licenses, profits a prendre, or permits regarding said property without the prior written consent of beneficiary being first obtained. Said consent may be withheld in Beneficiary's sole discretion.

4.11 That all improvements now located or which may hereinafter be placed upon the premises shall remain as a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the prior written agreement of Beneficiary being first obtained. Grantor shall not make or cause to be made any improvements, alterations or construction on the real property without first obtaining the prior written consent of Beneficiary, which shall not be unreasonably withheld. Regardless of whether Beneficiary grants said consent, Beneficiary shall have the right, prior to deciding whether or not to grant consent, to obtain the following from Grantor: (1) a written statement of the improvements, alterations or construction for which Grantor requests consent; (2) a copy of any written contract concerning the same including all plans and specifications thereof; (3) reasonable assurances that Grantor can pay for said construction, improvements or alterations including but not limited to a current credit report and current financial statement. Regardless of whether Beneficiary grants consent, Grantor shall have to pay for all costs incurred by Beneficiary, including Beneficiary's attorney's fees, whether or not consent is granted.

4.12 Grantor, his agents or invitees will not engage in any act or omission or allow any other person to engage in any act or omission which could or would subject the real property herein to civil in rem forfeiture pursuant to Chapter 791 of the Oregon Laws 1989, also known as House Bill 2282.

4.13 Grantor shall indemnify and hold harmless Beneficiary, its officers, directors, employees, agents, successors and assigns against any and all claims, demands, losses, liabilities, costs and expenses, attorney's fees at trial and/or on appeal, occurring after close of escrow and/or arising out of, related to or concerning any federal or state environmental laws, rules, regulations, ordinances and/or concerning any hazardous and/or toxic wastes, substances, or materials.

SECTION 5. PRIOR ENCUMBRANCE DISCLOSURE.

5.1 Grantor and Beneficiary understand that Beneficiary is purchasing the within described real property under the terms of a TRUST DEED dated June 9, 2004, including the terms and provisions thereof, and recorded June 18, 2004, in Volume M04, Page 39240 in the Official Records of Klamath County, Oregon. Grantor and Beneficiary agree that their contract is subject and subordinate to the document referred to immediately above.

5.2 Grantor expressly assumes and agrees to be bound, perform and comply with all terms and conditions of said TRUST DEED and further agrees not to do or fail to do anything which would cause Beneficiary to be in default thereunder and Grantor agrees any such default shall constitute a default and material breach of this agreement.

5.3 This all inclusive trust deed between Grantor and Beneficiary secures the payment of the principal indebtedness of the trust deed referenced above, together with interest paid on the unpaid balance thereof.

5.4 Grantor and Beneficiary are aware and acknowledge that pursuant to the terms of the above mentioned trust deed the prior written consent of the encumbrance holder must be obtained to allow the transfer of Beneficiary's interest or any portion thereof. Beneficiary agrees to obtain said consent and expressly assumes the risk for any consequences, direct or indirect, concerning the failure to obtain said consent.

SECTION 6. NOTICE.

6.1 Any notice, whether required or not to be given under this trust deed, shall be deemed given when: (1) actually delivered, or (2) when mailed to either party and to Beneficiary's attorney at their respective addresses given below if deposited postage prepaid in the U. S. Mails, Certified Mail, Return Receipt Requested, or (3) mailed, with postage prepaid, with a recognized national overnight carrier, such as Federal Express or Express Mail and addressed to the parties as set forth below:

Beneficiary: Michael Sean Manion

Beneficiary's Attorney: James J. Stout
Attorney at Law
419 South Oakdale
Medford, OR 97501

Grantor: Jay and Judy Turnbull
8775 Grant Line Rd
Elk Grove, CA 95624

Any party hereto may change the address by giving written notice to the other party in the same manner as specified herein.

SECTION 7. STATUTORY DISCLOSURE PURSUANT TO ORS 93.040.

7.1 BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 197.352. THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 197.352.

7.2 THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE

CONSTRUCTION OR SITING OF A RESIDENCE. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

SECTION 8. INTENTIONALLY LEFT BLANK.

SECTION 9. EMINENT DOMAIN.

9.1 It is mutually agreed that in the event any portion or all of said 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's 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's 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; and 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.

SECTION 10. RIGHTS OF TRUSTEE.

10.1 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 reconveyance, 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 said 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; (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's fees for any of the services mentioned in this paragraph shall be not less than \$100.00/hour.

SECTION 11. DEFAULT AND REMEDIES.

11.1 Time is of the essence of this agreement concerning all terms, conditions and covenants herein. A default shall occur under any of the following circumstances:

11.1(a) Failure of Grantor to make any of the payments pursuant to the terms of the all inclusive promissory note secured by this all inclusive trust deed and/or failure of Grantor to make any of the payments required herein by the terms of this all inclusive trust deed, including but not limited to monthly payments and payments for taxes and insurance, if said payment or payments has not been received within 15 days after said payment is due. No notice shall be required to declare or invoke this default;

11.1(b) Failure by Grantor to perform any of the other terms or covenants or conditions of this all inclusive trust deed and/or the all inclusive promissory note referenced herein if such default remains uncorrected by Grantor for 20 days after written notice of said default has been given.

11.2 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 on and take possession of said 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's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11.3 The entering upon and taking possession of said 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.

11.4 Upon default by Grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the Beneficiary may declare all sums secured hereby immediately due and payable. In such an event the Beneficiary may proceed to foreclose this all inclusive trust deed in equity, as a mortgage in the manner provided under Oregon law or the Beneficiary may direct the Trustee to foreclose this all inclusive trust deed by advertisement and sale. In the latter event, the Beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligations 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 86.740 to 86.795.

11.5 Should the beneficiary elect to foreclose by advertisement and sale then after default at any time prior to five days before the date set by the trustee for the trustee's sale, the Grantor or other person so privileged by ORS 86.760, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of the trust deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees as provided by law) other than such portion of the principal as would not then be due had no default occurred, and thereby cure the default, in which event all foreclosure proceedings shall be dismissed by the trustee.

11.6 Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said 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.

11.7 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 his successor in interest entitled to such surplus.

SECTION 12. COSTS AND ATTORNEY'S FEES.

12.1 In the event that Beneficiary and/or Trustee take any action concerning this agreement, including but not limited to judicial, non-judicial, arbitration or any action in the court, whether state, federal or bankruptcy, the Beneficiary and/or Trustee shall be entitled to recover from Grantor all costs, disbursements, and expenses and attorney's fees incurred both at trial and/or on appeal. Costs and reasonable expenses shall include but are not limited to searching public records, the taking of and transcription of depositions, title reports, foreclosure reports, survey fees and surveyor reports, expert and professional fees, expert witness fees, title company plant time and investigation. If the legal proceedings result in a monetary award or judgment, injunction or other equitable relief, the Beneficiary and/or Trustee shall also be entitled to recover, in addition to the costs and pre-judgment attorney's fees mentioned herein, such additional sums, including attorney's fees, investigation expenses and related costs and disbursements, which may be necessary or are actually incurred for the execution, collection or enforcement of the judgment, decree or equitable relief. To cure any default by Grantor, Grantor shall have to pay Beneficiary, in addition to all sums necessary to cure said default, and as a prerequisite to the curing thereof, all attorney fees and expenses incurred by Beneficiary concerning said default, including

but not limited to, the investigation of said default, preparation of notice of default and service of notice of default. Said sums shall not be considered nor treated as payments on the interest or principal balance of the note and shall not be credited as such. The parties waive any right to a jury trial concerning this trust deed or the promissory note it secures.

SECTION 13. RIGHTS OF BENEFICIARY.

13.1 For any reason permitted by law 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, containing reference to this trust deed and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

13.2 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.

SECTION 14. MISCELLANEOUS PROVISIONS.

14.1 **Severability.** The parties agree that should any provisions, terms or conditions herein be declared by any Court to be invalid, void, unenforceable or illegal, the validity of the remainder of this agreement shall not be affected, impaired or invalidated thereby and shall remain in full force and effect. The rights and obligations of the parties shall be treated, enforced and regarded as if the contract did not contain the provision, term or condition declared invalid, void, unenforceable or illegal.

14.2 **Waiver.** No waiver of a breach of any covenant, term or condition of this agreement shall be a waiver of any other or subsequent breach of the same, or any other term, covenant, or condition, or as a waiver of the term, covenant or condition itself; nor shall such waiver require any notice of any kind to be given to reinstate the defaulted term, covenant or condition, or to make time and strict performance again of the essence.

14.3 **Interpretation.** The paragraph headings herein are intended only as a reference index and shall not control the interpretation or limit or enlarge the meaning of any term of this agreement. In construing this agreement it is understood that Beneficiary and/or Grantor may be more than one person or entity and if the context so requires, the singular shall mean and include the plural, the masculine shall mean and include the feminine and neuter and all grammatical changes shall be made, implied and construed to apply equally to corporations, partnerships and individuals.

14.4 **Successors in interest.** 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 deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

14.5 **Late Charge.** If any payment required herein or pursuant to the terms of the all inclusive promissory note referred to herein, is received by Beneficiary or her agent, including a collection escrow, more than 15 days after it is due, then Grantor shall owe and pay a late charge in the sum of \$100.00. As used herein, received means actual receipt by Beneficiary or her designated agent, including but not limited to a collection escrow.

14.6 Collection Escrow. Concurrent with the execution of this agreement, the parties shall execute collection escrow instructions with First American Title Company, Klamath Falls, Oregon, 97601, and establish a collection escrow with said escrow agent. Immediately thereafter the parties shall deliver to said escrow agent the following documents:

- (a) The original all inclusive promissory note referred to herein;
- (b) The original all inclusive trust deed;
- (c) An original request for reconveyance executed by the Beneficiary;
- (d) A copy of the title insurance policy;
- (e) Grantor shall sign collection escrow instructions consistent with the terms of this all inclusive trust deed, and the all inclusive promissory note it secures, and specifically including but not limited to, the provisions concerning default for making the payments required herein.
- (f) Grantor and Beneficiary shall split equally the set-up fee for collection escrow the monthly disbursement fees, and any other fees concerning the collection escrow thereafter.
- (g) Beneficiary and Grantor instruct the above named escrow agent to receive for collection the installments provided for herein and to first make all payments due under the above-referenced promissory note and trust deed and then to remit the difference, if any, to Beneficiary as Beneficiary may, from time to time, direct.

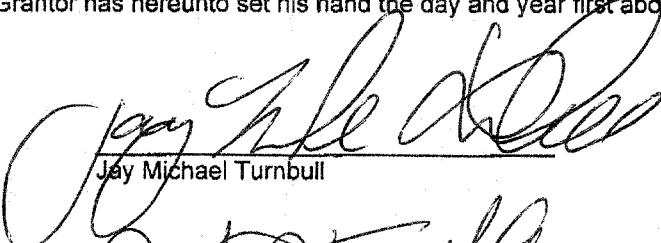
14.7 Assignment. In executing this contract, the Beneficiary has relied on Grantor's credit, interest in the real property, personality and trustworthiness and the real property and financial market conditions existing at the time of this agreement; therefore, Grantor may not assign, either voluntarily or involuntarily, their interest or any portion thereof, or rights hereunder, in this agreement or in the real property and/or personal property secured by this trust deed without the prior written consent of Beneficiary being first obtained. Said consent may be withheld in Beneficiary's sole discretion. Regardless of whether Beneficiary grants consent, Beneficiary shall have the right to obtain a credit report and financial statement from any prospective buyer, which shall be at Grantor's expense. Grantor shall pay for all costs incurred by Beneficiary, including Beneficiary's attorney's fees whether or not consent is granted. In the event the within described real property, personal property, if any, and/or this agreement or any part thereof or any interest therein is sold, transferred, conveyed, assigned, either voluntarily or involuntarily without the prior written consent of Beneficiary being first obtained, the entire balance of the purchase price and all obligations of this agreement shall be immediately due and payable. Assign, transfer, convey and alienate as used herein refers to any real or personal property secured by this agreement and/or the promissory note or any portion thereof or interest therein, including but not limited to any rental and/or leasehold interest.

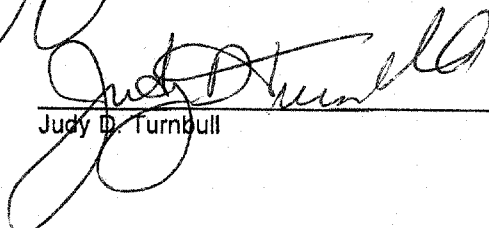
14.8 Foreign Investment. Under the Foreign Investment in Real Property Tax Act (FIRPTA) 26 U.S.C. Subsection 1445, every buyer of real property in the United States of America must, unless an exemption applies, deduct and withhold from the seller's proceeds, a sum equal to 10% of the gross sales price. Grantor and Beneficiary agree to execute and deliver, as appropriate, any instrument, affidavit and/or statement required to perform any act reasonably necessary to comply with FIRPTA and any regulations, rules and administrative regulations concerning the same. The parties agree that this transaction is exempt from the provisions of the Interstate Land Sales Full Disclosure Act, 15 U.S.C. Subsection 1701 et seq, and regulations promulgated thereunder, including registration under said act.

14.9 Disclosure. Beneficiary was represented in this matter by James J. Stout, Attorney at Law, Medford, Oregon. Said attorney has not represented Grantor and Grantor has had the full right and privilege, prior to execution of the contract herein, to obtain the advice of any attorney or attorneys of Grantor's choice pertaining hereto.

14.9 **Entire Agreement.** This document is the entire, final and complete agreement of the parties and supersedes and replaces all written and/or oral agreements heretofore made or existing, if any, by and between the parties. This document may not be altered, amended, changed or modified unless done in writing and executed by the parties hereto. There are no representations, inducements, promises or agreements, oral or written, other than those set forth in this agreement and it is the intent of the parties that the terms of this agreement shall control over any conflicting provisions of any prior agreement.

IN WITNESS WHEREOF, said Grantor has hereunto set his hand the day and year first above written.


Jay Michael Turnbull


Judy D. Turnbull

STATE OF OREGON)
County of _____) ss.

December 6, 2007

Personally appeared the above named Jay Michael Turnbull and Judy D. Turnbull and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

See Attached

Notary Public for Oregon
My Commission Expires: _____

(clients/Manion/All Inclusive TD)

State of California)
County of Sacramento)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

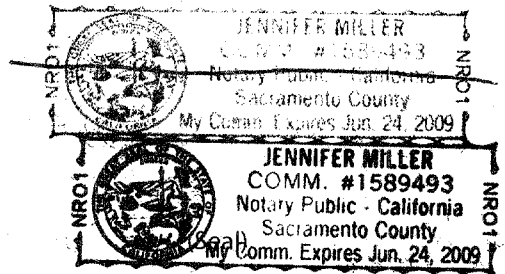
On 16 December 2007 before me, Jennifer Miller, Notary Public,
(here insert name and title of the officer)
personally appeared Jay Michael and Judy D Turnbull

~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the
same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Jennifer Miller



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document
titled/for the purpose of All Inclusive Deed
of Trust
containing 4 pages, and dated 16 December 2007.

The signer(s) capacity or authority is/are as:

- ☒ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____ Title(s) _____

☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

- ☐ Personally known to me
☒ Proved to me on the basis of satisfactory evidence:
☒ form(s) of identification ☐ credible witness(es)
Identification is detailed in notary journal on:
Page # 91 Entry # 748

Notary contact: 916-798-1534

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐