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DEED OF TRUST

THIS DEED OF TRUST, dated this 28th day of July 1989, between Kenneth S. Curbow and Marie M. Curbow as Grantor, Key Title Company, as Trustee, and Batista Milani and Juanita Mae Milani who resides at P.O. Box 210, Crescent, Oregon as Beneficiary:

WITNESSETH, the Grantor conveys to the Trustee, in trust, with power of sale, the property in Klamath County, Oregon, described as:

A portion of the NE1/4 SW1/4 of Section 30, Township 24 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point of intersection of the Northerly line of Ward Street with the Westerly right of way line of the Dalles-California Highway as established by deed to the State of Oregon in Deed Volume 154 page 556, Deed records of Klamath County, Oregon; thence Northeasterly along the Westerly right of way line of said Dalles-California Highway 300 feet to a point; thence Northwesterly at right angles to the Westerly line of said Dalles-California Highway, a distance of 255.0 feet to a point; thence Southwesterly on a line parallel to the Dalles-California Highway 100 feet to the intersection of the Easterly line of the right of way of the Klamath Northern Railway; thence Southeasterly along the Easterly line of said right of way to the intersection with the Northerly line of Ward Street; thence Southeasterly along the Northerly line of Ward Street 171.24 feet, more or less, to the point of beginning. (tax account numbers 2409-30CA-1300 and 2409-30CA-1400)

which real property is not currently used for agricultural, timber or grazing purposes, together with all appurtenances, tenements, hereditaments, rents, issues, profits, water rights, easements or privileges now or hereafter belonging to, derived from in anywise appertaining to the above described premises.

This deed is intended to secure the payment of a promissory note, of which the following is a substantial copy:

PROMISSORY NOTE

\$26,500.00

July 28th, 1989

We, Kenneth S. Curbow and Marie M. Curbow, jointly and severally, promise to pay to the order of Batista Milani and Juanita Mae Milani at Crescent, Oregon the sum of Twenty-six Thousand Five Hundred (\$26,500.00) with interest thereon at the rate of 12 percent per annum on the unpaid principal balance from the 5th day of September, 1989 until paid, principal and interest to be paid quarterly in installments of not less than \$745.20 on or before the 5th day of each third month commencing the 5th day of December, 1989. An additional principal only payment of \$4,000.00 shall be due and payable on or before September 5, 1989. If payments are not so paid, the entire unpaid principal and interest balance to be immediately due and collectible.

If this note is placed in the hands of an attorney for collection, we promise and agree to pay holder's reasonable attorney fees and collection costs, even though no suit or action is filed hereon; if a suit or an action is filed, the amount of such reasonable attorney fees shall be fixed by the court or courts in which the suit or action, including any appeal therein, is tried, heard, or decided.

/s/ Kenneth S. Curbow
Kenneth S. Curbow

/s/ Marie M. Curbow
Marie M. Curbow

The final payment of principal and interest thereon, if not sooner paid, is due and payable on December 5, 2009.

Grantor hereby covenants to and with the Trustee and Beneficiary that he is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto, except

Reservations and Restrictions, including the terms and provisions thereof, as contained in the Patent from United States of America to Charles Graves, recorded May 28, 1906, in Volume 20 page 186, Deed records of Klamath County, Oregon.

and will warrant and forever defend the same against all persons.

Grantor agrees that he will not commit or suffer any waste of the premises.

Upon written request of the Beneficiary, the 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 hereof; (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 in this paragraph shall be in an amount fixed by statute, if there be a statute governing the same or otherwise a reasonable amount.

Time is of the essence hereof and upon default by the Grantor in the payment of said note or in the performance of any covenant herein, the Beneficiary may declare all sums secured hereby immediately due and payable and may deliver to the Trustee a written notice of default and election to sell the property. Upon delivery of said notice of default and election to sell, the Beneficiary shall deposit with the Trustee this deed of trust and all promissory notes and documents evidencing expenditures secured hereby, whereupon the Trustee shall fix the time and place of sale and give notice thereof as then required by law.

The Trustee accepts this trust when this deed, duly executed and acknowledged, is made a public record as provided by law. This Trust Deed inures to the benefit of and binds the parties hereto, their heirs, devisees, administrators, executors, successors and assigns.

Whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular includes the plural.

IN WITNESS WHEREOF, Grantor has hereunto set his hand, or if a corporation, has caused these presents to be duly executed by authority of its Board of Directors, all on the day and year first above written.

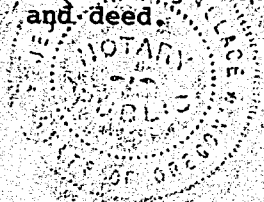
13934

Kenneth S. Curbow
Kenneth S. Curbow, Grantor

Marie M. Curbow
Marie M. Curbow, Grantor

STATE OF OREGON)
) ss.
County of Deschutes)

Personally appeared this 28th day of July, 1989
the above named Kenneth S. Curbow and Marie M. Curbow and
acknowledged the foregoing instrument to be their voluntary act
and deed.



Before me:

Jessie Anne Wallace
Notary Public for Oregon
My commission expires: 6-26-93

Return to: Key Title Company
P.O. Box 6178
Bend, Oregon 97708

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 31st day
of July A.D., 19 89 at 10:07 o'clock AM., and duly recorded in Vol. M89,
of Mortgages on Page 13931.

FEE \$23.00

Evelyn Biehn, County Clerk

By Caroline Muckensold