

J. Douglas Mitchell, Esq.
 OFFICE OF GENERAL COUNSEL
 1514-528 502-1294-60
 330 South 300 East
 Salt Lake City, Utah 84111

MTC #23298-K

Space Above This Line For Recorder's Use

TRUST DEED NON-ASSUMPTION AGREEMENT

WHEREAS, the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole (hereinafter designated Lender), in lending the sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) to the undersigned; and

WHEREAS, to evidence their obligation to repay said sum to Lender, the Undersigned are executing and delivering their promissory note bearing date of April 25th, 1990, in said principal amount; and

WHEREAS, in order to secure the payment of the indebtedness evidenced by said promissory note, the undersigned are executing and delivering to Lender a Trust Deed upon certain real property situate in Klamath County, State of Oregon, described as follows:

All of Lots 9 and 10 in Block 6 of CHILOQUIN DRIVE ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

and

WHEREAS, Lender is lending said sum of money to the undersigned not only upon the security of the Trust Deed, but also because the personal responsibility and/or control of the above described real property by the undersigned is a material inducement to the Lender hereunder to agree to enter into this transaction;

NOW, THEREFORE, in consideration of the premises and as an essential and integral part of the transaction evidenced by said promissory note and Trust Deed, the undersigned borrower(s), jointly and severally, agree as follows:

1. Borrower(s) shall not sell, convey, or transfer, or agree to sell, convey or transfer the above premises without first obtaining Lender's written approval of the proposed new borrower(s). The undersigned borrower(s) shall notify Lender in writing of any such proposed conveyance at the following address:

Church of Jesus Christ of Latter-day Saints
 Finance Department, 15th Floor
 50 East North Temple Street
 Salt Lake City, Utah 84150
 Property No. 502-1294-60

2. Lender shall have the right to require that the proposed new borrower(s) provide a financial statement and/or other evidence to indicate that Lender's security shall not be impaired by any such proposed new conveyance.

3. In addition to requiring said financial statement, Lender may, at Lender's option, charge an assumption fee, and may increase the interest rate of this loan in accordance with applicable law. Further,

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in the event of increased risk, Lender may impose whatever other conditions may be necessary to compensate it for the additional risk. Such an increase in interest or the imposition of additional terms shall entitle Lender or other holder to increase the monthly payments on the loan evidenced by the note so as to retire the obligation within the original stipulated time.

4. Lender shall have the contractual right to withhold its consent to a transfer in any instance where the financial responsibility of the proposed new borrower(s) does not warrant this consent, or where the proposed new borrower(s) does not comply with Lender's validly imposed conditions.

5. In the event that either (1) Borrower fails to notify Lender of a proposed new conveyance, (2) the proposed new borrower(s) fail to warrant approval, or (3) the proposed new borrower(s) fail to meet Lender's assumption conditions, Lender may, at Lender's option, declare all the sums secured by this Trust Deed to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail borrower a notice of acceleration. Said notice shall provide a period of not less than thirty (30) days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of this period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by the Trust Deed.

6. If the proposed new borrower(s) have executed a written assumption agreement which is accepted in writing by Lender, Lender shall release the undersigned Borrower(s) from all obligations under the Trust Deed and Note.

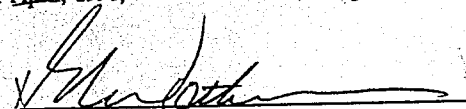
7. The Undersigned and Lender acknowledge that the Undersigned shall be permitted ~~one~~ ^{to} the assumption of the Promissory Note and Trust Deed to the Worthan Family Trust Number One U.T.D. 12-31-85 ^{or direct heirs or descendants of the Worthans} without being subject to the provisions of this Trust Deed Non-assumption Agreement. 2/2/91
BWP

8. This Agreement shall be binding upon and inure to the benefit of Lender, Borrower(s), and their heirs, devisees, and successors and assigns.

9. This Agreement shall not be applicable to transfers which involve (a) the creation of a lien or encumbrance subordinate to this Trust Deed, (b) the creation of the purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three (3) years or less not containing an option to purchase.

10. If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby.

DATED this 14th day of MAY, 1990, at SPRINGS BRIDGE, CALIF.
HELENAH Falls, Oregon.


EDWARD E. WORTHAN


BARBARA L. WORTHAN


BONNIE L. WORTHAN

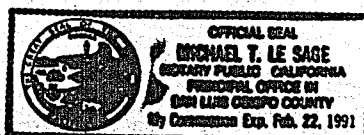
STATE OF ~~OREGON~~ ^{CALIF.})
 : ss.
 COUNTY OF KLAMATH)

On this 11th day of ^{MAY} April, 1990, personally appeared before me EDWARD E. WORTHAN, BARBARA L. WORTHAN and BONNIE L. WORTHAN, known to me to be the signers that executed the within instrument and acknowledged to me that they executed the same.

My commission expires:

FEB 22, 1991

Michael Le Sage
 Notary Public for State of ~~Oregon~~ ^{CALIF.}



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 24th day
 of May A.D., 19 90 at 2:38 o'clock P.M., and duly recorded in Vol. M90,
 of Mortgages on Page 9941.

FEE \$18.00

Evelyn Biehn County Clerk

By Pauline Muelendore