

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto

and that he will warrant and forever defend the same against all persons whomsoever.

For further terms, conditions and covenants of this Trust Deed, see the Rider, containing four provisions which is attached hereto and by reference made a part hereof, and where this Trust Deed is inconsistent with the terms of the attached Rider, the terms of the Rider shall control.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
(a) ~~primarily for grantor's personal, family or household purposes (see Important Notice below).~~
(b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes.

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.

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

KLAMATH LUTHERAN CHURCH, an Oregon Corporation

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Mess Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

Stephen C. Matthies, President

Linda E. Bryant, Secretary

(If the signer of the above is a corporation, use the form of acknowledgement opposite.)

STATE OF OREGON,

County of _____

This instrument was acknowledged before me on _____, 19____, by _____

Notary Public for Oregon

(SEAL)

My commission expires: _____

STATE OF OREGON,

County of _____ Klamath

This instrument was acknowledged before me on October 2, 1991, by Stephen C. Matthies & Linda E. Bryant as President and Secretary, respectively of Klamath Lutheran Church, an Oregon corporation.

Notary Public for Oregon

My commission expires: March 22, 1993

(SEAL)

REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said 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 said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to _____

DATED: _____, 19____.

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

STEVENS-MESS (FORM No. 1319) LAW PUBL. CO., PORTLAND, ORE.

Grantor

Beneficiary

AFTER RECORDING RETURN TO:
Luthern Brotherhood
625 Fourth Avenue South
Minneapolis, Minnesota 55415

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of _____ ss.

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____.

Record of Mortgages of said County.
Witness my hand and seal of County affixed.

NAME

TITLE

By _____ Deputy

RIDER

Attached and made a part of that certain Trust Deed dated October 2, 1991 between KALMATH LUTHERAN CHURCH, an Oregon Corporation as Grantor and LUTHERAN BROTHERHOOD as Beneficiary.

4. The Grantor shall obtain, maintain and keep in full force and effect during the term of this Trust Deed the following insurance:

A. Against loss or damage by fire, lightning and other risks customarily covered by standard extended coverage endorsement, together with a vandalism and malicious mischief endorsement, all in such amounts as may from time to time be required by Beneficiary, but in no event in any amount less than the full replacement cost of the improvements now existing or hereafter erected or placed upon the Premises, including the cost of debris removal, and of all Property, and, in the event, in an amount not less than the unpaid principal balance secured by this Trust Deed.

All insurance in a company or companies are to be approved by said Beneficiary, and the policy or policies are to be held by and payable to said Beneficiary. In the event any sum of money becomes payable under such policy or policies, the Beneficiary shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit the Grantor to receive and use it, or any part hereof, for other purposes, without thereby waiving or impairing any equity lien or right under or by virtue of this Trust Deed, and may place and pay for such insurance or any part thereof, without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest at the Note rate of interest.

B. Comprehensive general public liability insurance for a minimum amount of \$1,000,000.00 against claims for bodily injury, death or property damage occurring in, on or about the demised premises.

8. In the event Grantor conveys to any other party any interest of the Mortgaged Property, or any substantial part thereof, without the prior written consent of the Beneficiary, or in the event Grantor shall sell or otherwise dispose of the Mortgaged Property, or any part thereof, without the prior consent in writing of the Beneficiary, the Beneficiary may, at its election, declare the entire indebtedness hereby secured to be immediately due and payable. The Grantor shall not Trust Deed, pledge or otherwise grant a security interest in any of the Mortgaged Property as collateral security for any other loan or forbearance without the prior consent in writing of the Beneficiary.

18. In case of a taking as a result of or in lieu of or in anticipation of the exercise of the right of condemnation of eminent domain of all or any part of the Mortgaged Property or the commencement of any proceedings or negotiations which might result in such a taking, the Grantor shall promptly give the Beneficiary written notice thereof. Should any of the Mortgaged Premises be taken by exercise of the power of eminent domain, or sold by private sale in lieu thereof, Grantor hereby irrevocably assigns, sets over and transfers to Beneficiary any award, payment or other consideration for the property so taken or sold, and the same shall be applied, at the option of the Beneficiary, first to the payment of costs and expenses and then either to the reduction of the indebtedness due hereunder or to the restoration of the property.

19. If the Grantor shall commit an act of bankruptcy, shall file a voluntary petition in a bankruptcy, reorganization, arrangement or insolvency proceeding, shall consent to voluntary or involuntary adjudication in bankruptcy or to reorganization or shall be adjudged bankrupt or insolvent under any applicable law or laws, or admits, in writing, to having become insolvent, or becomes unable to pay its debts as they mature, or makes an assignment for the benefit of its creditors then this Trust Deed shall be deemed in default and the Beneficiary may, at its option, declare the principal of and the accrued interest on the Note and all sums advanced hereunder, with interest, to be immediately due and payable.

STATE OF OREGON,
County of Klamath ss.

Filed for record at request of:

Aspen Title Co.
on this 4th day of October A.D. 19 91
at 3:17 o'clock P. M. and duly recorded
in Vol. M91 of Mortgages Page 20686
Evelyn Biehn
By Douglas M. Mendenhall
County Clerk Deputy.

Fee, \$18.00