

MAIL TAX STATEMENTS TO:

ROBERT L. CHEYNE
KELLY G.R. CHEYNE
14121 MATNEY ROAD
KLAMATH FALLS, OR 97603

WHEN RECORDED MAIL TO:

GIACOMINI & KNIIPS
ATTORNEYS AT LAW
706 MAIN STREET
KLAMATH FALLS, OR 97601

mte 26300

MEMORANDUM OF CONTRACT FOR DEED executed by the undersigned for placing of record pursuant to ORS 93.640(1) the following information:

1. Name of Transferor: ROBERT E. CHEYNE and HELEN J. CHEYNE, Initial Trustees, and the Successor Trustees, of the ROBERT E. CHEYNE 1984 TRUST, as to an undivided one-half interest, and HELEN J. CHEYNE and ROBERT E. CHEYNE, Initial Trustees, and the Successor Trustees, of the HELEN J. CHEYNE 1984 TRUST, as to an undivided one-half interest, as tenants in common and not as either co-tenants with the right of survivorship nor as co-tenants by the entirety.
2. Name of Transferee:

ROBERT L. CHEYNE and KELLY G. R. CHEYNE, husband and wife.

3. Legal Description of Property Involved:

The real property situated in Klamath County, Oregon, described on reverse hereof.

4. Description of Interest Transferred:

Purchaser's equity in the above-described real property

5. Terms of Agreement and True and Actual Purchase Price of \$120,000.00, payable as follows: Consideration for the Transfer: \$13,000.00 down payment; deferred balance of \$107,000.00 payable as follows: interest only monthly beginning 11/1/91 and continuing until paid in full; annual principal payments of not less than \$5,350.00 beginning 12/1/92; remaining balance due, principal and interest, to be paid in full on 12/1/96. Interest shall be 11% per annum which shall be in effect until the first interest only payment date. Thereafter, Seller shall promptly determine amount of interest for each payment following each payment date and so notify Buyer in writing. The rate shall be the Prime Rate of Interest of South Valley State Bank plus 3% on declining principal balances, commencing 10/1/91. In construing this memorandum and where the context so requires, the singular includes the plural.

Dated this 27th day of September, 19 91.

Robert E. Cheyne
ROBERT E. CHEYNE, Init. Trustee REC '84 Trust

Helen J. Cheyne
HELEN J. CHEYNE, Init. Trustee REC '84 Trust

Helen J. Cheyne
HELEN J. CHEYNE, Init. Trustee HJC '84 Trust

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above named
ROBERT E. CHEYNE and HELEN J. CHEYNE

and acknowledged the foregoing instrument to be their voluntary act and deed.

(Official Seal) KIRSTINE L PROCK
NOTARY PUBLIC - OREGON

My Commission Expires

Before me:

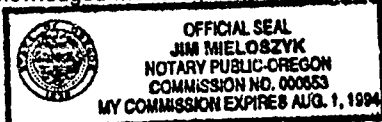
Kirstine L. Prock
Notary Public for OREGON
My commission expires 12/16/92

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above named
ROBERT L. CHEYNE and KELLY G. R. CHEYNE

and acknowledged the foregoing instrument to be their voluntary act and deed.

(Official Seal)



Before me:

Jim Mieloszyk
Notary Public for Oregon
My commission expires 8-1-99

MAIL TAX STATEMENTS AS DIRECTED ABOVE

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

except none.

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

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 for a grantor who is a natural person, are for business or commercial purposes.~~XXXXXXXXXXXX

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.

* 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-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

Ronald J. Argall
RONALD J. ARGALL
Pamela S. Schwier
PAMELA S. SCHWIER

STATE OF ~~OREGON~~ County of) ss.

This instrument was acknowledged before me on 19.....
by RONALD J. ARGALL and PAMELA S. SCHWIER

This instrument was acknowledged before me on OCTOBER 10, 1991,
by



NOTARY PUBLIC
STATE OF NEVADA
County of Clark
M. SCOTT

My Appointment Expires June 27, 1995

[Signature]

Notary Public for ~~Oregon~~

My commission expires JUNE 27, 1995

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

(FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

RONALD J. ARGALL and PAMELA S. SCHWIER

P. O. BOX 6444
RENO, NV 89513

Grantor
PHILIP HART and JOAN M. HART

Beneficiary

AFTER RECORDING RETURN TO
MOUNTAIN TITLE COMPANY
OF KLAMATH COUNTY

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,
County of Klamath } ss.

I certify that the within instrument was received for record on the 5th day of Nov., 1991, at 9:03 o'clock AM., and recorded in book/reel/volume No. M91 on page 23093 or as fee/file/instrument/microfilm/reception No. 36929, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
NAME TITLE

By *[Signature]* Deputy

Fee \$13.00