

TRUST DEED

MAY 2001

PAGE 9790

8436 04-04-001112 RCV  
 THIS TRUST DEED made this day of May, 2001, between  
 DAVID WHITENER and TANIA HARDER, as Grantors in whom  
 are vested all rights, title, interest and property in the property described  
 herein, and GREGORY A. HESLISCH, SP, and ELIZABETH HESLISCH,  
 as Trustees, and  
 GENE DATA SERVICES, INC., as Beneficiary.

Grantor irrevocably grants Grantor sells and conveys to Trustee in trust, with power of sale, the property in  
 DESCRIBED, in Clatsop County, Oregon, described as follows:  
 Lot 7, Block 3, EVERGREEN ESTATES, according to the official plat thereof on file in  
 the office of the County Clerk of Clatsop County, Oregon.

TAX #2109-02140-01500-KS011107-00000000000000000000

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits arising and accruing from or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum  
 TWENTY THOUSAND DOLLARS (\$20,000.00) plus interest.

Dollars, with interest thereon according to the terms of a promissory  
 note of even date herewith payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if  
 not sooner paid, to be due and payable JUNE 1, 2005.

The date of maturity of the debt secured by this instrument is the date stated above, on which the final installment of the note  
 becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be  
 sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then,  
 at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therin, or herein, shall  
 become immediately due and payable.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the property.

2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed,  
 damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the 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 same in the proper public office or offices, as well as the cost of all like searches made by filing offices or searching  
 agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or damage  
 by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$100,000.00 per building, payable  
 written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the bene-  
 ficiary as soon as issued; if the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary  
 at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may pre-  
 cede the same at grantor's expense. The amount collected under any life or other insurance policy may be applied by beneficiary upon  
 any indebtedness created hereby, and in such order as beneficiary may determine; or at option of beneficiary the entire amount so collected,  
 or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default here-  
 under or invalidate any act done pursuant to such notice.

5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or  
 assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and  
 promptly deliver receipts therefor to beneficiary; 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 pay-  
 ment, beneficiary may, at its option, make payment therefor and the amount so paid, with interest at the rate set forth in the note  
 secured hereby, together with the obligations described in paragraphs 6 and 7 of 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 pay-  
 able and constitute a breach of this trust deed.

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 in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

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 paragraph 7 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 at-  
 torney's fees on such appeal.

8. It is mutually agreed that if the property hereinabove described is taken by 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,

NOTE: The Trust Deed Act provides that the trustee must under law be either an attorney, who is an active member of the Oregon State Bar, a bank,  
 trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a life insurance company auth-  
 orized to do business in the state of Oregon, its subsidiaries, affiliates, agents or branches in the United States or any agency thereof, or an escrow  
 agent licensed under ORS 496.105 et seq. 5.381.

DAVID WHITENER  
 TANIA HARDER  
 GREGORY A. HESLISCH  
 ELIZABETH HESLISCH

After reading the above instrument, I do hereby certify that the same is a true copy of the original instrument.  
 GENE DATA SERVICES, INC.  
 P. O. BOX 5898  
 BEND, OR 97708

STATE OF OREGON,

County of

I certify that the within instru-  
 ment was received for record on the  
 day of , 19 .  
 at o'clock A.M. and recorded  
 in book , reel / volume No. on  
 page . as rec'd file / instru-  
 ment / microfilm / reception No. .

Recorded by , Wasco County  
 Witness my hand and seal of  
 County affixed

By

which are interest 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 him upon any reasonable costs and expenses and attorney's fees, both legal and appellate, incurred by him upon any proceeding, and the balance applied upon the indebtedness secured hereby, so long as grantor agrees at his own expense to take such actions and execute such instruments as shall be necessary to obtain and keep possession of the property requested by beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances 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 the property; (b) join in granting any easement or creating any restriction thereon; (c) lend in any mortgagation or other agreement affecting this deed or the title or charge thereto; (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 of fact shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall not be less than \$5.

10. 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 court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the 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. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of the sale for any of the services mentioned in this paragraph shall not cure or waive any default or damage of the property, and the application or release thereof, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary may elect to proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby whether on 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 85.755 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person so privileged by ORS 85.755, may cure the default or defaults. If the default consists of a failure to pay when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell 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 transfer 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.

15. When trustee sells pursuant to his 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 any successor in interest entitled to such surplus.

16. 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 which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed is 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.

18. The grantor covenants and agrees to and with the beneficiary and the beneficiary's successor in interest that the grantor is lawfully entitled to the use and enjoyment of the real property and that it is valid, unencumbered title thereto.

#### EXCEPT COVENANTS, RESTRICTIONS, AND EASMENTS OF RECORD

and that the grantor 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 investment or (c) for grantor's personal, family or household purposes (see Important Notice below),  
 personal, representative, 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, the grantor, trustee and beneficiary may each be more than one person; that is, if the context so requires, the singular shall be deemed to mean and include the plural and that generally all grammatical changes shall be construed as referring to the grantor, trustee and beneficiary.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

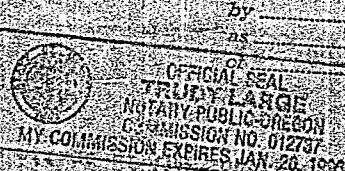
DAVID WHITENER

Jane Mander

DAVID WHITENER  
JANE MANDER

\*IMPORTANT NOTICE: Dated, by [initials], whether written or [initials] is  
 not applicable if written or [initials] is applicable and the beneficiary is a creditor  
 of such writing, referred to in the Truth-in-Lending Act Regulation Z, the  
 beneficiary MUST comply with the Act and Regulation by making required  
 disclosures; for this purpose use Stevens Note Form No. 1319, or equivalent  
 if compliance with the Act is being required, disregard this notice.

STATE OF OREGON, County of Klamath,  
 this 1st day of April, 1976. This instrument was acknowledged before me on 3/30/76  
 by DAVID WHITENER AND JANE MANDER  
 this 1st day of April, 1976. This instrument was acknowledged before me on 3/30/76  
 by DAVID WHITENER AND JANE MANDER



Notary Public for Oregon  
1-26-76

David Whiten  
Notary Public for Oregon  
1-26-76

STATE OF OREGON: COUNTY OF KLAMATH, ss  
 Filled for record at request of Mountain Little Co., Inc., on the day of April 19, 1976, at the office of the County Clerk, County of Klamath, Oregon, and duly recorded in Vol. 144, page 970, on April 19, 1976, by Lynne Blythe, County Clerk.

FEE \$15.00