

When recorded return to:

Klamath First Federal Savings and Loan Association  
540 Main Street  
Klamath Falls, OR 97601

State of Oregon

Space Above This Line For Recording Data

# LINE OF CREDIT DEED OF TRUST

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Deed of Trust (Security Instrument) is May 11, 1998 and the parties, their addresses and tax identification numbers, if required, are as follows:

GRANTOR: AUDREY L. BROSTERHOUS AND GEORGE E. BROSTERHOUS  
(OR THEIR HEIRS OR SUCCESSORS) AS TRUSTEES OF  
THE AUDREY L. BROSTERHOUS TRUST U.T.A.D. JUNE 3, 1993  
an estate in fee simple

☐ If checked, refer to the attached Addendum incorporated herein, for additional Grantors, their signatures and acknowledgments.

TRUSTEE: WILLIAM L. SISEMORE

LENDER: KLAMATH FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Grantor's performance under this Security Instrument, Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, with power of sale, the following described property:

Lots 1, 2 and 3 in Block 7, HILLSIDE ADDITION to the City of Klamath Falls,  
according to the official plat thereof on file in the office of the County Clerk of Klamath  
County, Oregon.

CODE: 001 Account No.: 3809-028B3-00500 Key R187167

The property is located in Klamath (County) at 2030 Van Ness (Address), Klamath Falls (City), Oregon 97601 (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 100,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:  
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)  
Audrey L. Brosterhous and George E. Brosterhous (Or their heirs or successors) as trustees of the Audrey L. Brosterhous Trust U T D A June 3, 1993, an estate in fee simple  
\$100,000.00  
May 1, 2018 maturity

OREGON - DEED OF TRUST (NOT FOR FNMA, FHLMC, FHA OR VA USE)

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- B. All future advances from Lender to Grantor or other future obligations of Grantor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Grantor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Grantor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Grantor, or any one or more Grantor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Grantor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Grantor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Grantor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Grantor warrants that Grantor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to irrevocably grant, convey and sell the Property to Trustee, in trust, with power of sale. Grantor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Grantor agrees:
  - A. To make all payments when due and to perform or comply with all covenants.
  - B. To promptly deliver to Lender any notices that Grantor receives from the holder.
  - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Grantor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Grantor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Grantor's payment. Grantor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Grantor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Grantor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Grantor will keep the Property in good condition and make all repairs that are reasonably necessary. Grantor shall not commit or allow any waste, impairment, or deterioration of the Property. Grantor will keep the Property free of noxious weeds and grasses. Grantor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Grantor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Grantor will notify Lender of all demands, proceedings, claims, and actions against Grantor, and of any loss or damage to the Property. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Grantor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Grantor will in no way rely on Lender's inspection.
11. **AUTHORITY TO PERFORM.** If Grantor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Grantor appoints Lender as attorney in fact to sign Grantor's name or pay any amount necessary for performance. Lender's right to perform for Grantor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
12. **ASSIGNMENT OF LEASES AND RENTS.** Grantor irrevocably grants, conveys and sells to Trustee, in trust for the benefit of Lender, as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Grantor will promptly provide Lender with true and correct copies of all existing and future Leases. Grantor may collect, receive, enjoy and use the Rents so long as Grantor is not in default under the terms of this Security Instrument. Grantor agrees that this assignment is immediately effective between the parties to this Security Instrument. Grantor agrees that this assignment is effective as to third parties when Lender or Trustee takes affirmative action prescribed by law, and that this assignment will remain in effect during any redemption period until the Secured Debt is satisfied. Grantor agrees that Lender or Trustee may take actual possession of the property without the necessity of commencing legal action and that actual possession is deemed to occur when Lender, or its agent, notifies Grantor of default and demands that any tenant pay all future Rents directly to Lender. On receiving notice of default, Grantor will endorse and deliver to Lender any payment of Rents in Grantor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Grantor warrants that no default exists under the Leases or any applicable landlord/tenant law. Grantor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.
13. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Grantor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Grantor will perform all of Grantor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
14. **DEFAULT.** Grantor will be in default if any party obligated on the Secured Debt fails to make payment when due. Grantor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
15. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Grantor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these



limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Grantor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents, including without limitation, the power to sell the Property.

If there is a default, Trustee shall, in addition to any other permitted remedy, at the request of the Lender, advertise and sell the Property as a whole or in separate parcels at public auction to the highest bidder for cash and convey absolute title free and clear of all right, title and interest of Grantor at such time and place as Trustee designates. Trustee shall give notice of sale including the time, terms and place of sale and a description of the Property to be sold as required by the applicable law in effect at the time of the proposed sale.

Upon sale of the Property and to the extent not prohibited by law, Trustee shall make and deliver a deed to the Property sold which conveys absolute title to the purchaser, and after first paying all fees, charges and costs, shall pay to Lender all moneys advanced for repairs, taxes, insurance, liens, assessments and prior encumbrances and interest thereon, and the principal and interest on the Secured Debt, paying the surplus, if any, to Grantor. Lender may purchase the Property. The recitals in any deed of conveyance shall be prima facie evidence of the facts set forth therein.

All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Grantor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

- 16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Grantor agrees to pay all of Lender's expenses if Grantor breaches any covenant in this Security Instrument. Grantor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Grantor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Grantor agrees to pay for any recordation costs of such release.

- 17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Grantor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
  - B. Except as previously disclosed and acknowledged in writing to Lender, Grantor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
  - C. Grantor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Grantor shall take all necessary remedial action in accordance with any Environmental Law.
  - D. Grantor shall immediately notify Lender in writing as soon as Grantor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 18. CONDEMNATION.** Grantor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Grantor authorizes Lender to intervene in Grantor's name in any of the above described actions or claims. Grantor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

- 19. INSURANCE.** Grantor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Grantor subject to Lender's approval, which shall not be unreasonably withheld. If Grantor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Grantor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Grantor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Grantor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Grantor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Grantor. If the Property is acquired by Lender, Grantor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- 20. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Grantor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 21. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Grantor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Grantor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Grantor's obligations under this Security Instrument and Lender's lien status on the Property.
- 22. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Grantor signs this Security Instrument but does not sign an

evidence of debt, Grantor does so only to mortgage Grantor's interest in the Property to secure payment of the Secured Debt and Grantor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Grantor, Grantor agrees to waive any rights that may prevent Lender from bringing any action or claim against Grantor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Grantor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Grantor's consent. Such a change will not release Grantor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Grantor and Lender.

23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
24. **SUCCESSOR TRUSTEE.** Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee without any other formality than the designation in writing. The successor trustee, without conveyance of the Property, shall succeed to all the title, power and duties conferred upon Trustee by this Security Instrument and applicable law.
25. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one grantor will be deemed to be notice to all grantors.
26. **WAIVERS.** Except to the extent prohibited by law, Grantor waives all appraisal and homestead exemption rights relating to the Property.
27. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
- ☒ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- ☐ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- ☐ **Fixture Filing.** Grantor grants to Lender a security interest in all goods that Grantor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- ☒ **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
- ☐ Condominium Rider ☐ Planned Unit Development Rider ☒ Other Hazard Insurance Rider
- ☒ **Additional Terms.** The terms of the agreement described in paragraph 4 provide that the interest rate on the grantors indebtedness under this agreement may vary from time to time in accordance with such rate or rates as described therein.

At the time we release the Deed of Trust, you will be charged a reconveyance fee of not less than \$5.00. You shall also pay any recordation costs.

**SIGNATURES:** By signing below, Grantor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Grantor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Audrey L. Brosterhaus George E. Brosterhaus  
Audrey L. Brosterhaus Trustee George E. Brosterhaus Trustee  
Audrey L. Brosterhaus George E. Brosterhaus  
(Signature) Audrey L. Brosterhaus (Date) (Signature) George E. Brosterhaus (Date)

**ACKNOWLEDGMENT:**

STATE OF OR, COUNTY OF Klamath } ss.  
(Individual) This instrument was acknowledged before me this 11th day of May, 1998  
by Audrey L. Brosterhaus & George E. Brosterhaus as individuals &  
as trustees of the Audrey L. Brosterhaus and George E. Brosterhaus Trust  
My commission expires: June 3, 1998



(Seal)  
**KAY E. DOOLITTLE**  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 037807  
MY COMMISSION EXPIRES SEPT. 13, 1998

(Notary Public)

**REQUEST FOR RECONVEYANCE**

(Not to be completed until paid in full)

**TO TRUSTEE:**

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel this Deed of Trust, which is delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

.....  
(Authorized Bank Signature)

.....  
Date



## HAZARD INSURANCE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT CONTAINS A PROVISION ALLOWING THE LENDER TO PLACE HAZARD INSURANCE ON THE PROPERTY AND ADD THE COST OF THE INSURANCE TO THE LOAN BALANCE.

W A R N I N G:

UNLESS YOU, (THE "BORROWER") PROVIDE US, (THE "LENDER") WITH EVIDENCE OF INSURANCE COVERAGE AS REQUIRED BY OUR CONTRACT OR LOAN AGREEMENT, LENDER MAY PURCHASE INSURANCE AT BORROWER'S EXPENSE TO PROTECT THE LENDER'S INTEREST. IF THE COLLATERAL BECOMES DAMAGED, THE COVERAGE THE LENDER PURCHASED MAY NOT PAY ANY CLAIM BORROWER MAKES OR ANY CLAIM MADE AGAINST THE BORROWER. BORROWER MAY LATER CANCEL THIS COVERAGE BY PROVIDING EVIDENCE THAT BORROWER HAS OBTAINED PROPERTY COVERAGE ELSEWHERE.

THE BORROWER IS RESPONSIBLE FOR COST OF ANY INSURANCE PURCHASE BY LENDER. THE COST OF THIS INSURANCE MAY BE ADDED TO YOUR CONTRACT OR LOAN BALANCE. IF THE COST IS ADDED TO THE CONTRACT OR LOAN BALANCE, THE INTEREST RATE ON THE UNDERLYING CONTRACT OR LOAN WILL APPLY TO THIS ADDED AMOUNT. EFFECTIVE DATE OF COVERAGE MAY BE THE DATE THE BORROWER'S PRIOR COVERAGE LAPSED OR THE DATE THE BORROWER FAILED TO PROVIDE PROOF OF COVERAGE.

THE COVERAGE LENDER PURCHASES MAY BE CONSIDERABLY MORE EXPENSIVE THAN INSURANCE THE BORROWER CAN OBTAIN ON BORROWER'S OWN AND MAY NOT SATISFY ANY NEED FOR PROPERTY DAMAGE COVERAGE OR OTHER MANDATORY LIABILITY INSURANCE REQUIREMENTS IMPOSED BY APPLICABLE LAW. BY SIGNING THIS THE BORROWER AGREES TO ALL OF THE ABOVE.

Audrey L. Brosterhous  
Audrey L. Brosterhous Trustee

Audrey L. Brosterhous  
Audrey L. Brosterhous

George E. Brosterhous  
George E. Brosterhous Trustee

George E. Brosterhous  
George E. Brosterhous

## ATTORNEY'S CERTIFICATION

AUDREY L. BROSTERHOUS TRUST

I, Stephen G. Jamieson, hereby certify and affirm as follows:

1. I am an attorney licensed to practice law in the state of Oregon.
2. On June 3, 1993 I witnessed the execution of the Audrey L. Brosterhous Trust by Audrey L. Brosterhous, as Grantor, and by Audrey L. Brosterhous and George E. Brosterhous, as Trustees.
3. Attached to this Certification are copies of pages 1, 2 and 9 through 17 of the Trust Agreement dated June 3, 1993 which established the Audrey L. Brosterhous Trust. I hereby affirm that the enclosed copies are true and correct copies of the respective pages of the original Trust Agreement, which remains in full force and effect.
4. As of the date of execution of this Certification, the co-trustees of the Audrey L. Brosterhous Trust are Audrey L. Brosterhous and George E. Brosterhous. Audrey L. Brosterhous and/or George E. Brosterhous have full power and authority to take all actions permitted and/or required of the trustees of the Audrey L. Brosterhous Trust. Specifically, **either Audrey L. Brosterhous or George E. Brosterhous has full authority as co-trustee, acting alone and without any requirement of permission or consent from the other co-trustee, to manage and deal with the trust assets (see Paragraph D of Article XV of the Trust Agreement dated June 3, 1993).**

DATED this 10<sup>th</sup> day of June, 1993.

  
Stephen G. Jamieson

Subscribed and sworn to before me this 10<sup>th</sup> day of June, 1993.

  
Notary Public for Oregon  
My Commission Expires: 8/22/93

TRUST AGREEMENT  
ESTABLISHING  
AUDREY L. BROSTERHOUS TRUST

THIS TRUST AGREEMENT is made by and between AUDREY L. BROSTERHOUS, an individual presently residing in Klamath County, Oregon (the "Grantor"), and the Trustee or Trustees designated in Article XV below (the "Trustee").

IN CONSIDERATION OF the mutual promises contained herein, the Grantor and the Trustee agree as follows:

ARTICLE I. Trust Property. All right, title and interest in and to the assets which are described in Schedule A to this Agreement are being transferred and assigned to the Trustee and shall constitute the corpus of this trust. The trust estate also shall include all property hereafter transferred to the trust and accepted by the Trustee.

ARTICLE II. Name Of Trust. The trust established under this Agreement shall be known as the "Audrey L. Brosterhous Trust U.T.A.D. June 3, 1993" (hereinafter the "trust").

ARTICLE III. Revocable Trust.

A. The Grantor shall have the right at any time during the Grantor's lifetime to revoke the trust. A revocation of the trust shall be effective upon delivery to the Trustee of written notice of revocation signed by the Grantor. Upon revocation of the trust, the Trustee shall transfer the trust property to the Grantor or shall distribute the trust property in whatever other manner the Grantor may direct.

B. The Grantor shall have the right to alter or amend this Agreement, at any time during the Grantor's lifetime, by providing the Trustee with written notice of amendment. Any alteration or amendment shall become effective upon receipt by the Trustee of the written notice of amendment signed by the Grantor. The Trustee thereafter shall provide written verification to the Grantor of the amendment and the effective date thereof. No alteration or amendment of this Agreement which purports to increase the duties or liabilities of the Trustee or change the Trustee's compensation shall be effective unless and until agreed to in writing by the Trustee.

C. No person other than the Grantor shall have any right to alter, amend or revoke the trust.

ARTICLE IV. Additions To And Withdrawals From Principal.

A. With the consent of the Trustee, anyone (including the Grantor) may at any time transfer to the Trustee additional assets of any kind to be administered and distributed in accordance with this Agreement. The Trustee is authorized to receive additional assets. The consent of the Trustee to receive additional assets shall be required in each instance.

B. The Grantor shall have the right at any time to withdraw all or any part of the trust principal and accumulated income. Upon receipt of a written notice withdrawing all or part of the trust assets, the Trustee shall transfer the withdrawn trust property to the Grantor or shall distribute the withdrawn property in whatever other manner the Grantor may direct.

C. If any person transferring property into the trust reserves the right to revoke that transfer, then that property may be withdrawn by that person from the trust pursuant to a proper exercise of that power of revocation. In the absence of clear and unambiguous evidence that a transferor has reserved a right of revocation, it shall be conclusively presumed that a right of revocation has not been reserved.

D. It is the Grantor's intention that Schedule A to this Agreement be amended from time to time as necessary to reflect additions to and withdrawals from the trust.

ARTICLE V. Disposition Of Income And Principal During Grantor's Lifetime.

A. During the lifetime of the Grantor, the Trustee shall pay the entire net income of the trust to or for the benefit of the Grantor, in annual or more frequent installments.

B. The Grantor may in writing direct the Trustee to purchase property of any kind for the trust, or to retain, sell, exchange, pledge, mortgage and otherwise deal with any part of the trust assets, and the Trustee shall comply with any written directions from the Grantor.

C. If the Grantor becomes so incapacitated as to be unable (in the opinion of the Trustee) to manage the Grantor's business affairs, the Trustee shall pay to or apply for the Grantor's benefit so much of the principal of the trust as the Trustee shall deem desirable for the Grantor's support, maintenance and welfare.

D. During any period when the Grantor is so incapacitated as to be unable (in the opinion of the Trustee) to manage the Grantor's business affairs, the Trustee shall pay to the Grantor's spouse whatever portion of the principal of the trust the Trustee shall deem necessary for the Grantor's spouse's basic support and medical care. Except as provided in the preceding sentence, no income or principal of the trust shall



ARTICLE X. Powers Of Trustee. The Trustee shall have all power and authority conferred upon or available to trustees under the laws of the State of Oregon.

A. In addition to the powers conferred by law, and by way of illustration and not of limitation of the powers of the Trustee, the Trustee is authorized as follows:

(1) to sell all or any portion of the trust assets under whatever terms the Trustee shall deem prudent; to render liquid the trust, at any time and in whole or in part, and to hold cash or readily marketable securities for brief periods of time, consistent with the trust's purpose of providing regular income to the trust beneficiaries;

(2) to invest and reinvest the trust estate in investments of every kind and nature, including but not limited to bonds, mortgages, trust deeds, debentures, commodities, commodity futures contracts, commodity futures markets, preferred and common stocks, insurance contracts, partnership interests (general or limited), other securities of any kind, common trust funds administered by the Trustee, and whatever other property, real or personal, as the Trustee shall deem prudent;

(3) to accept and retain as an investment any securities or other property, including the stock of any corporation affiliated with or related to the Trustee, whether or not authorized by law for the investment of trust funds, in any way received or acquired by the Trustee, for so long as the Trustee shall consider such retention to be of probable benefit to the trust estate and the trust beneficiaries;

(4) to participate in voting rights, pooling arrangements, foreclosures, reorganizations, consolidations, mergers and liquidations, and in connection therewith, to deposit securities with and transfer title to any protective or other committee or fiduciary; to give proxies, general and special; to exercise or sell stock subscription or conversion rights; to accept and retain as an investment any securities or other property (whether or not authorized by law for the investment of trust funds) received through the exercise of any of the foregoing powers; to require indemnity to the Trustee's satisfaction before taking any step which may subject the Trustee to loss;

(5) to retain any property acquired or received by the trust for whatever period the Trustee may deem expedient; to retain high risk investments which are held in the trust at the time of the Grantor's death or incapacity, even if losses are incurred with respect to those investments;

(6) to hold securities, commodities, commodity futures contracts, and other property in the name of the Trustee or in the name of the Trustee's nominee, but the Trustee shall be responsible for the acts of any nominee affecting any property; to vote any stock or other securities held in trust, either directly or by proxy, in any manner deemed proper by the Trustee;

(7) to distribute principal from the trust in money, securities or other property at the fair market value at the date of distribution, as nearly as can be

determined by the Trustee, and the judgment of the Trustee as to what shall constitute a just and proper division or apportionment among beneficiaries shall be binding upon and conclusive upon all parties; upon any division or distribution of the trust estate, to partition, allot and distribute the trust estate in undivided interests or in kind at valuations determined by the Trustee, or partly in kind and partly in cash, and to sell whatever property the Trustee may deem appropriate, and the judgment of the Trustee shall be binding and conclusive on all parties;

(8) to permit the beneficiaries of the trust to enjoy the use and benefit of any household goods or other tangible personal property (exclusive of cash, stocks, bonds or other securities) which the Trustee may receive in kind, and the Trustee shall not be liable for any consumption, damage, injury to or loss of any tangible personal property so used;

(9) to hold any property of the trust in one or more consolidated funds, in which the trust shall have an undivided interest; and

(10) to initiate probate proceedings with respect to the Grantor's estate if and when the Trustee determines in the exercise of its discretion that probate proceedings would be in the best interests of the trust and the beneficiaries of the trust, and to utilize trust assets to pay all expenses incurred in connection with such probate proceedings.

B. If the trust owns an interest in a sole proprietorship, partnership, corporation or other business, the Trustee is authorized to: (1) retain and continue to operate the business for whatever period the Trustee may deem advisable, without any requirement of diversification; (2) control, direct and manage the business, including the delegation of supervisory and operating authority to any one or more persons selected by the Trustee; (3) hire and discharge officers, employees, agents, attorneys, consultants, accountants and other representatives as the Trustee may deem appropriate, and to fix their compensation and define their duties; (4) invest other trust funds in the business, pledge other assets of the trust as security for loans made to the business, and loan funds from the trust to the business; (5) treat the business as an entity separate from the trust, and in its accountings to the court or to any beneficiaries, the Trustee shall be required only to report the earnings and condition of the business in accordance with standard accounting procedures; (6) retain in the business whatever amounts of net earnings for working capital and other business purposes as the Trustee may deem advisable in conformity with sound business practices; (7) purchase, process and sell merchandise, machinery, equipment, furniture, fixtures and supplies of every kind and description; (8) sell or liquidate all or any part of any business at whatever time and price and upon whatever terms and conditions as the Trustee may determine; and (9) diminish, enlarge or change the scope or nature of any business. The Trustee shall not be liable for any loss resulting from the retention and operation of any business unless such loss shall result directly from the Trustee's bad faith or gross negligence.

C. It is contemplated that the Trustee and the Grantor may establish one or more joint savings accounts or investment accounts. Withdrawals from any such account may be made by the Grantor without the co-signature of the Trustee. It is understood that until the Trustee receives written instructions to the contrary, or until the death of the Grantor, the Trustee shall have no responsibility for any such account, or for the reporting of income earned thereby for tax purposes. Upon the death of the Grantor, the Trustee shall have a survivorship interest in any such account. If the Trustee shall consider the Grantor to be unable to manage the Grantor's financial affairs (by reason of illness or accident or for any other reason) and shall determine that the funds or assets in any such account may be more efficiently and economically utilized for trust purposes, the Trustee shall, as Grantor's attorney-in-fact, be entitled to withdraw the funds or assets in any such account and add them to the trust estate. Upon the Trustee's withdrawal of funds or assets pursuant to either of the preceding two sentences, those funds and assets shall automatically, without further act or deed, become assets of the trust estate subject to administration pursuant to this Agreement.

D. The Trustee shall have the power to borrow money on whatever terms and conditions the Trustee in its discretion shall deem advisable, and shall have the authority to encumber trust property by mortgage, deed of trust, hypothecation, pledge, lien or otherwise, whether for the debts of the trust or the joint debts of the trust and any co-owner of trust property. The Trustee shall be empowered to pledge or hypothecate any shares of stock held by the trust as security for any debts of the trust. The Trustee specifically shall be authorized to buy, sell and trade in securities of any nature on margin (including short sales), and for that purpose may maintain and operate margin accounts with brokers, and may pledge any securities held or purchased by the trust with any broker as security for loans and advances made to the trust.

E. The Trustee shall be authorized to make a qualified disclaimer, pursuant to IRC Section 2518, with respect to any interest in property passing to the trust by reason of the death of any person. The Trustee shall have absolute discretion in determining whether to make a qualified disclaimer pursuant to IRC Section 2518 with respect to any interests in property, and may consider making such a qualified disclaimer whenever the Trustee determines that the disclaimer will minimize the state and United States inheritance taxes in the combined estates of the Grantor and the transferor. The discretionary determination by the Trustee with respect to any qualified disclaimer shall be final and binding upon all beneficiaries of the trust.

F. If any interest in residential real property is or becomes an asset of any trust created under this Agreement, then: (i) the Trustee shall permit the Grantor and the Grantor's spouse (or either of them) to occupy that property during their respective lifetimes on a rent-free basis; and (ii) the Trustee shall pay, as an administrative expense chargeable against trust income, a pro rata share of the real property taxes, insurance premiums, maintenance expenses and repair costs with respect to that property (based on the proportional interest in the property owned by the trust or trusts), if the Trustee determines in the exercise of its discretion that such payment is necessary or appropriate and that no other funds are readily and reasonably available to the Grantor and/or the



Grantor's spouse for payment of those amounts; and (iii) until the death or incompetency of the last to survive of the Grantor or the Grantor's spouse, the Trustee shall not sell or otherwise dispose of that property interest except with the consent of the Grantor (or, if the Grantor is deceased or incompetent and the Grantor's spouse is living and competent, the consent of the Grantor's spouse); and (iv) if that property is sold by the Trustee, then the Trustee shall be authorized in its discretion to purchase substitute or replacement residential property for the benefit of the Grantor and/or the Grantor's spouse (if the Trustee deems that purchase to be necessary or appropriate in view of the circumstances then existing), and in the event of such a purchase, that substitute or replacement property shall become subject to all the terms of this Paragraph F.

G. If, from and after the date of execution of this Trust Agreement, the Trustee owns, holds or acquires any interest or interests in any voting preferred shares of stock in the Oregon business corporation known as Brosterhous Construction Co. (or any successor to that corporation, whether by change of name, consolidation or merger), then the Trustee shall be obligated to retain that interest or those interests as an asset or assets of the trust or trusts created under this Agreement, without any requirement of diversification, until the occurrence of one of the following events: (i) the Trustee is specifically authorized and directed by the Grantor to sell, exchange or otherwise dispose of said interest or interests; or (ii) if the Grantor is then deceased, incapacitated or incompetent, the Trustee is specifically authorized and directed by the Grantor's son, Gregory A. Brosterhous, to sell, exchange or otherwise dispose of said interest or interests; or (iii) that real property is distributed to Gregory A. Brosterhous pursuant to the terms of this Agreement. The Trustee shall not be liable to any person or entity, in damages or otherwise, by reason of the Trustee's retention of any interest or interests in the above described real property in accordance with the preceding sentence.

H. If the Grantor's spouse shall create any trust (or trusts) for the benefit of any one or more of the persons who are the Grantor's beneficiaries hereunder (whether such a trust may be created under the Grantor's spouse's Will or under any trust agreement or in any other manner), and if the general terms of that trust created by the Grantor's spouse and the beneficial interests and distribution rights established thereunder are substantially identical to the terms, interests and rights of a separate trust established for any beneficiary (or beneficiaries) of the Grantor under this Trust Agreement, and if the trustee of that trust created by the Grantor's spouse is identical to the Trustee named under this Agreement, then the Trustee named under this Agreement shall have the discretionary authority (at any time after the death of the last to survive of the Grantor and the Grantor's spouse) to merge that trust (or those trusts) so established by the Grantor's spouse with the substantially identical trust or trusts created under this Trust Agreement, and to thereafter administer the merged trusts as a single trust for the benefit of the named beneficiary or beneficiaries thereof. In determining whether to exercise its discretion to merge trusts established by the Grantor's spouse and the Grantor as provided in the preceding sentence, the Trustee shall consider whether the merger will simplify the administration of those trusts and/or minimize the cost of administration of those trusts.

I. If no probate proceedings have been commenced with respect to the Grantor's estate prior to the date of filing of the Grantor's federal estate tax return, then the Trustee shall be authorized to act as the Grantor's personal representative in: (i) filing the Grantor's federal estate tax return and state inheritance tax return, (ii) electing any optional or alternate valuation date or method for estate tax purposes which may be permitted under the estate tax laws in effect with respect to the Grantor's estate, (iii) electing any method for deferring the payment of estate tax liability which may be permitted under the estate tax laws in effect with respect to the Grantor's estate, and (iv) taking any action necessary to make possible or effectuate the deferral of the payment of the Grantor's inheritance and estate tax liabilities. The Trustee shall be exonerated from all liability for the manner in which it shall exercise the authority granted to it under this paragraph.

ARTICLE XI. Compensation And Accounting Of Trustee.

A. The Trustee shall be entitled to receive reasonable compensation for serving as Trustee of the trust (except as otherwise mutually agreed upon from time to time by the Grantor and the Trustee).

B. The Trustee shall be entitled at any time to have a judicial settlement of its account. The Trustee may at any time settle its account by agreement with the income beneficiaries of the trust, and that agreement shall bind all persons whether or not being then or thereafter entitled to any portion of the trust and shall effectively release and discharge the Trustee for the acts and proceedings so accounted for. The Trustee may satisfy its obligation to provide any annual accounting to the beneficiaries by delivering to the beneficiaries (or to the representatives of any legally incompetent beneficiaries) copies of the trust's income tax returns and a statement of assets. Unless a beneficiary (or a beneficiary's legal representative) delivers a written objection to the Trustee within sixty (60) days after receipt of an accounting by the Trustee, that accounting shall be deemed for all purposes to have been finally and conclusively accepted by all beneficiaries of the trust, including unborn and unascertained beneficiaries, with respect to all transactions disclosed in the accounting. After settlement of an accounting by the Trustee (whether by agreement of any parties filing objections to the accounting, or by expiration of the sixty day period without objection having been filed), the Trustee shall no longer be liable to any beneficiary (including unborn and unascertained beneficiaries) with respect to the transactions disclosed in the accounting, other than for fraud or intentional misrepresentation by the Trustee.

C. The Trustee shall not be required to give bond or furnish surety on any bond required by law. If the Trustee elects to secure a bond, then any premiums and/or fees payable in connection therewith shall be payable from the assets of the trust.

ARTICLE XII. Miscellaneous.

A. This Agreement shall be construed and governed in all respects by the laws of the state of Oregon.

B. The headings contained in this Agreement are for reference purposes only, and shall not affect the interpretation of this Agreement.

C. No beneficiary shall have any assignable interest in the trust. Neither the principal nor the income of the trust shall be liable for the debts of any beneficiary. No beneficiary shall have any power to sell, assign, transfer, encumber or in any other manner anticipate or dispose of the beneficiary's interest in the trust or the income produced thereby prior to its actual distribution by the Trustee to or for the benefit of the beneficiary. This Paragraph shall not restrict the exercise of any power of appointment or the right to disclaim.

D. If, during the administration of any separate trust established under this Agreement, the Trustee in its absolute discretion deems the continuation of that trust to be both uneconomical and otherwise not in the best interests of the beneficiary or beneficiaries of that trust, the Trustee is authorized to terminate that trust and distribute all of the assets of that trust to the then current income beneficiary or beneficiaries of that trust.

E. If any provision of this Agreement shall be determined to be void by a court of competent jurisdiction, then that determination shall not affect any other provision of this Agreement, and all other provisions of this Agreement shall remain in full force and effect. It is the intention of the Grantor that if any provision of this Agreement is capable of two constructions, only one of which would render the provision valid, then the provision shall have the meaning which renders it valid.

ARTICLE XIII. Limitation On Powers Of Trustee/Beneficiary.

A. Notwithstanding any other provision of this Agreement, no Trustee (other than the Grantor or the Grantor's spouse) who is also a beneficiary under this trust shall have authority to participate in any capacity (whether as Trustee or otherwise) in any decision relating to any discretionary payment of principal to that Trustee or his or her estate, to that Trustee's creditors or the creditors of his or her estate, or otherwise for that Trustee's benefit.

B. If any property or interest in property passes to a trust share established under this Agreement as a result of a disclaimer by the Grantor's spouse, then notwithstanding any other provision of this Agreement the Grantor's spouse shall not have authority to participate in any capacity (whether as Trustee or otherwise) in any decision relating to any discretionary payment to any person of income or principal with respect to that disclaimed property or interest in property.



ARTICLE XIV.      Acceptance Of Trust.    The Trustee accepts the trust herein created.

ARTICLE XV.      Trustee Designation.

A.    The initial Co-Trustees of any and all trusts created under this Agreement shall be the Grantor and the Grantor's spouse, GEORGE. If either the Grantor or the Grantor's spouse is unable or unwilling to serve or complete service as Trustee, then the remaining person (either the Grantor or the Grantor's spouse) shall serve as sole Trustee. If both the Grantor and the Grantor's spouse are unable and/or unwilling to serve or complete service as Trustee, then the Grantor's son, GREGORY A. BROSTERHOUS, is appointed to serve as sole trustee of the trusts created under this Agreement. If Gregory A. Brosterhous is unable or unwilling to serve or complete service as Trustee, then the Grantor's son, ERIC E. BROSTERHOUS, is appointed to serve as sole trustee of the trusts created under this Agreement.

B.    A Trustee may resign at any time by delivering or mailing written notice of resignation to the other Co-Trustee (if any), to the designated successor Trustee (if any), and to the then current income beneficiary of the trust. This resignation shall take effect upon the date specified in that notice (which date shall not be less than thirty (30) days after the mailing or delivery of the notice), and upon the date so specified all of the duties of the resigning Trustee shall cease, except the duty to account and turn over the trust assets.

C.    A Co-Trustee may delegate any part or all of that Co-Trustee's powers to another Co-Trustee to the extent specified in an instrument signed by the delegating Trustee and delivered to the delegatee Trustee. Any such delegation may be revoked at any time by a written instrument of revocation signed by the delegating Trustee and delivered to the delegatee Trustee.

D.    During any time when both the Grantor and the Grantor's spouse are serving as Co-Trustees of the trust, either the Grantor or the Grantor's spouse shall have full authority as Co-Trustee to manage and deal with the trust assets, without any requirement of permission or consent from the other Co-Trustee. Without limiting the generality of the preceding sentence, either the Grantor or the Grantor's spouse, when acting as Co-Trustee, shall have full authority to accept payment of income and principal due and payable to the trust and endorse checks or other negotiable instruments for said sums, and to make disbursements of funds (by check or other negotiable instrument or otherwise) payable from the trust, without the necessity of the other Co-Trustee's signature or countersignature.

E.    For purposes of Paragraph A, the inability or unwillingness of any person to serve or complete service as Trustee or Co-Trustee may be established by a written affidavit signed by the Grantor (if then living), or, in the alternative, by the person

who is unable or unwilling to serve as Trustee or Co-Trustee. The inability or unwillingness of the Grantor or the Grantor's spouse to serve or complete service as Trustee or Co-Trustee also may be established by a written affidavit signed by an attending physician of the Grantor or the Grantor's spouse (whichever is applicable) and by all of the Grantor's children who are then living and competent. The termination of the responsibilities and authorities of a Trustee or Co-Trustee pursuant to this Paragraph and Paragraph A shall be effective immediately upon execution of the written affidavit by the necessary parties. The purpose of this Paragraph is to facilitate the removal as Trustee or Co-Trustee of any person who might become incapacitated or incompetent, without the need for court proceedings to determine incapacity or incompetence.

F. The appointment of any successor Trustee shall take effect upon acceptance by the Trustee so appointed. The instrument of appointment may specify the commissions of the Trustee so appointed. The instrument of appointment shall be subscribed and acknowledged in the same manner as is required to record a deed for real property in the state of Oregon.

G. No successor Trustee shall be under any duty to examine, verify, question or audit the books, records, accounts or transactions of any preceding Trustee. No successor Trustee shall be liable or responsible in any way for any acts or defaults of any predecessor Trustee, and a successor Trustee shall be liable only for its own acts and defaults.

H. If for any reason any Trustee is unable or unwilling to act as Trustee with respect to any particular property, that Trustee shall be authorized to designate in writing a person or entity to act as special trustee with respect to that property. Each special trustee so appointed shall have the powers granted to the Trustee by this Agreement; provided, however, that such power may be exercised only with the approval of the delegating Trustee. The net income and the proceeds from sale of any such property shall be remitted by the special trustee to the Trustee designated hereunder, to be administered in accordance with the provisions of this Agreement.

I. No Trustee named herein who is a natural person shall be liable to any person interested in any trust created under this Agreement for any action, inaction or default unless resulting from that Trustee's bad faith or gross negligence.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective the day and year written below.

TRUSTEES:

Dated: 6-3-93

Audrey L. Brosterhous  
AUDREY L. BROSTERHOUS

17021

Dated: 6-3-93

George E. Brosterhaus  
 GEORGE E. BROSTERHOUS

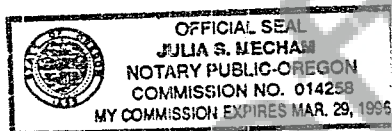
GRANTOR:

Dated: 6-3-93

Audrey L. Brosterhaus  
 AUDREY L. BROSTERHOUS

STATE OF OREGON )  
 )  
 County of Klamath ) ss.

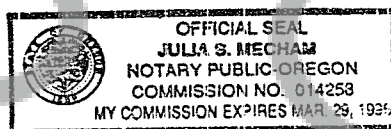
The foregoing instrument was acknowledged before me the 3<sup>rd</sup> day of June, 1993, by AUDREY L. BROSTERHOUS, as Grantor and as Trustee.



Julia S. Mecham  
 Notary Public for Oregon  
 My Commission Expires: 3/29/96

STATE OF OREGON )  
 )  
 County of Klamath ) ss.

The foregoing instrument was acknowledged before me the 3<sup>rd</sup> day of June, 1993, by GEORGE E. BROSTERHOUS, as Trustee.



Julia S. Mecham  
 Notary Public for Oregon  
 My Commission Expires: 3/29/96

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath First Federal the 19th day  
 of May A.D., 19 98 at 2:15 o'clock P. M., and duly recorded in Vol. M98,  
 of Mortgages on Page 17005.

FEE \$90.00

By Bernetha G. Letsch  
 Bernetha G. Letsch, County Clerk