

THIS TRUST DEED, made this 2nd day of April, 1998, between
COLSON & COLSON CONSTRUCTION CO., an Oregon general partnership
as Grantor, FIRST AMERICAN TITLE INSURANCE COMPANY OF OREGON, as Trustee, and
FOOTHILLS CHRISTIAN FELLOWSHIP
as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells, and conveys to trustee in trust, with power of sale, the property in
KLAMATH County, Oregon, described as:

See Exhibit A attached

* Re Recorded to attach installment note.

Parcel # R837116 R877902

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 thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of
NINETY-THREE THOUSAND FIVE HUNDRED DOLLARS AND NO/100
(\$93,500.00) 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

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said 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 therein, or herein, shall become immediately due and payable.

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

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

2. To complete or restore promptly and in good and workmanlike manner 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 said 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 filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers 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 said premises 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 \$ written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies of the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the beneficiary may procure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon any indebtedness secured 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 hereunder or invalidate any act done pursuant to such notice.

5. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said 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 payment,

beneficiary may, at its option, make payment thereof, 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 payable 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 judgement 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 attorney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of 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, which are in excess 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 it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

NOTE: The Trust Deed Act provides that the trustee hereunder must 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 title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

9. At any time and from time to time upon written request of 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 said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereof; (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 or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not 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 a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said 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 said property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aforesaid, 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 his performance of any agreement hereunder, time being of the essence with respect of such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may 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 his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon 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 86.735 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 86.753, 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 said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed 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 matters 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 the 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 his 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, 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.

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.

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.

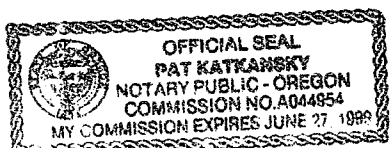
COLSON & COLSON CONSTRUCTION CO.

William E. Colson
WILLIAM E. COLSON, MAN. GEN. PARTNER

*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.

STATE OF OREGON
County of MARION } ss.

On this 02 day of April, 1998, before me appeared WILLIAM E. COLSON
and both to me personally
known, who being duly sworn, did say that he, the said WILLIAM E. COLSON
is the President, and he, the said MANAGING GENERAL PARTNER
is the Secretary of COLSON & COLSON CONSTRUCTION CO.
the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and
that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and
WILLIAM E. COLSON and PARTNERSHIP acknowledge
said instrument to be the free act and deed of said Corporation. partnership
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above
written.



Pat Katkowsky
Notary Public for Oregon.
My Commission expires 6-27-99

REQUEST FOR FULL RECONVEYANCE
To be used only when obligations have been paid.

TO: FIRST AMERICAN TITLE INSURANCE COMPANY, 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 COLSON & COLSON CONSTRUCTION CO.

DATED: SEPTEMBER 22, 1998

Dennis L. Roberts, Trustee/President
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 | |
|------------------------------|-------------|
| COLSON & COLSON CONSTRUCTION | |
| 2250 MCGILCHRIST ST. SE STE. | |
| SALEM, OR 97302 | Grantor |
| LIVING WORD FELLOWSHIP OF | |
| | Beneficiary |

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/instru-
ment/microfilm/reception No. _____
Record of Mortgages of said County.
Witness my hand and seal of County
affixed.
Name _____ Title _____
By _____ Deputy _____

35108

10923

Recd 4-3-98

*"Exhibit A"*LEGAL DESCRIPTION OF 8.69 ACRES

THAT PART OF PARCEL 2 OF PARTITION 5-95 KLAMATH COUNTY, OREGON (SEE EXHIBIT "A" ATTACHED TO AND MADE A PART HEREOF) DESCRIBED AS FOLLOWS:

BEGINNING AT THE N.E. CORNER OF SAID PARCEL 2; THENCE S38-19-37E ALONG THE WESTERLY LINE OF EL PASO NATURAL GAS PROPERTY (SEE DEED VOLUME 333, PAGE 145, KLAMATH COUNTY DEED OF RECORD) 1105.72 FEET TO A 5/8" REBAR; THENCE CONTINUING ALONG SAID WESTERLY LINE OF THE EL PASO NATURAL GAS PROPERTY S34-41-37E, A DISTANCE OF 87.13 FEET TO A 5/8" REBAR; THENCE N87-31-18W ALONG THE LINE DIVIDING PARCELS 1 & 2 OF SAID PARTITION 5-95, A DISTANCE OF 672.72 FEET TO A 5/8" REBAR; THENCE S89-45-00W ALONG THE LINE DIVIDING PARCELS 1 & 2 OF SAID PARTITION 5-95, A DISTANCE OF 109.60 FEET TO A POINT; THENCE N00-03-26E, A DISTANCE OF 910.48 FEET TO A POINT ON THE NORTH LINE OF SAID PARCEL 2; THENCE S89-57-46E ALONG THE NORTH LINE OF SAID PARCEL 2, A DISTANCE OF 45.48 FEET TO THE POINT OF BEGINNING. CONTAINING 8.69 ACRES MORE OR LESS.

LEGAL DESCRIPTION OF 6.31 ACRES

THAT PARCEL OF LAND LOCATED IN THE NW 1/4 OF SECTION 36, TOWNSHIP 38 SOUTH, RANGE 9 EAST, W.M., KLAMATH COUNTY, OREGON (SEE EXHIBIT "A" ATTACHED TO AND MADE A PART HEREOF) DESCRIBED AS FOLLOWS:

COMMENCING AT THE N.E. CORNER OF PARCEL 2 OF PARTITION 5-95; THENCE S89-57-46E, A DISTANCE OF 76.52 FEET TO A 5/8" REBAR LOCATED ON THE EASTERLY LINE OF THE EL PASO NATURAL GAS PROPERTY (VOLUME 333, PAGE 145, KLAMATH COUNTY DEED OF RECORD) AND THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S89-57-46E, A DISTANCE OF 659.72 FEET TO A 5/8" REBAR; THENCE S00-03-26W, A DISTANCE OF 833.32 FEET TO A 5/8" REBAR LOCATED ON THE EASTERLY LINE OF SAID EL PASO NATURAL GAS PROPERTY; THENCE N34-41-37W ALONG SAID EASTERLY LINE OF EL PASO NATURAL GAS PROPERTY, A DISTANCE OF 2.54 FEET TO A 5/8" REBAR; THENCE N38-19-37W ALONG SAID EASTERLY LINE OF EL PASO NATURAL GAS PROPERTY, A DISTANCE OF 1060.13 FEET TO THE POINT OF BEGINNING. CONTAINING 6.31 ACRES MORE OR LESS.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Randy H. Scott

OREGON
JANUARY 15, 1997
RANDY H. SCOTT
2288

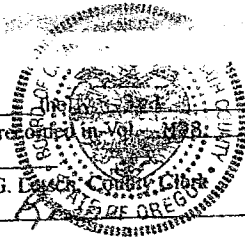
STATE OF OREGON, COUNTY OF KLAMATH: ss.

Filed for record at request of First American Title day
of April A.D. 19 98 at 3:08 o'clock P M., and duly recorded in Vol. 10920
of Mortgages on Page 10920

FEE \$25.00

INDEXED

By Kardman



35109

\$ 93,500.00

Salem, Oregon

April 2, 1998

I (or if more than one maker) we, jointly and severally, promise to pay to the order of
 FOOTHILLS CHRISTIAN FELLOWSHIP (formerly known as Living Word Fellowship)

and upon the death of any of them, then to the order of the survivor of them, at any designated address

NINETY THREE THOUSAND FIVE HUNDRED AND NO/100-----DOLLARS,
 with interest thereon at the rate of 8 percent per annum from April 3, 1998 until paid,
 payable in monthly installments, at the dates and in the amounts as follows:
 \$1,895.86, or more, on or before the day of May, 1998, and
 \$1,895.86, or more, on or before the day of each and every month thereafter,
 until paid in full.

Undersigned is responsible for paying property taxes annually, and providing proof
 to payee herein.

balloon payments, if any, will not be refinanced; interest to be paid monthly and ~~if included in~~ the
 payments above required; said payments shall continue until the whole sum hereof, principal and interest, has been paid; if
 any of said installments is not so paid, all principal and interest shall become immediately due and collectible at the option of
 the holder of this note. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay the
 reasonable attorney's fees and collection costs of the holder hereof, and if suit or action is filed hereon, also promise to pay
 (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial
 court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

It is the intention of the parties hereto that the said payees do not take the title hereto as tenants in common but with the
 right of survivorship, that is: on the death of any of the payees, the right to receive payment of the then unpaid balance of the
 principal and interest shall vest absolutely in the survivor of them.

* Strike words not applicable.

COLSON & COLSON CONSTRUCTION CO.

By

William E. Colson, Managing
 General Partner

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of First American Title the 28th day
 of September A.D., 19 98 at 10:38 o'clock A M., and duly recorded in Vol. M98
 of Mortgages on Page 35105

FEE \$25.00

Bernetha G. Letsch, County Clerk
 By Kathleen Rose

88-4-2364