



WARRANTY DEED

ASPEN TITLE ESCROW NO.: 01050438

AFTER RECORDING RETURN TO:
MR. & MRS. WILLIAMS

1020 Pacific Terrace
1 Klamath Falls, OR 97601

UNTIL A CHANGE IS REQUESTED ALL TAX
STATEMENTS TO THE FOLLOWING ADDRESS:
SAME AS ABOVE

ROBERT P. ELLINGSON and HELEN M. ELLINGSON hereinafter called
GRANTOR(S), convey(s) and warrants to GREGORY T. WILLIAMS and
KAREN G. WILLIAMS, Husband and Wife, hereinafter called
GRANTEE(S), all that real property situated in the County of
Klamath, State of Oregon, described as:

Lots 6, 7, 8, 9, 10, 11 and 12, Block 34, MOUNTAIN VIEW ADDITION
TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State
of Oregon. And that portion of Benson Avenue from the
Southeast line of Fairmount Street to a line from the Southeast
corner of Lot 16, Block 31 to the Northeast corner of Lot 9,
Block 34, All in MOUNTAIN VIEW ADDITION TO THE CITY OF KLAMATH
FALLS.

CODE 1 MAP 3809-21CC TAX LOT 7400

"THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN
THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND
REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE
PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE
APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY
APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST
FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.390"

and covenant(s) that grantor is the owner of the above described
property free of all encumbrances except covenants, conditions,
restrictions, reservations, rights, rights of way and easements
of record, if any, and apparent upon the land, and will warrant
and defend the same against all persons who may lawfully claim
the same, except as shown above.

The true and actual consideration for this transfer is
\$198,000.00.

In construing this deed and where the context so requires, the
singular includes the plural.

IN WITNESS WHEREOF, the grantor has executed this instrument
this 1st day of November, 1999.

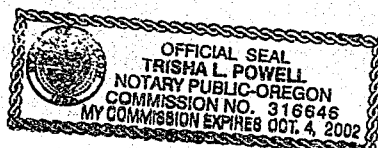
Robert P. Ellingson by S.P. Ellingson
ROBERT P. ELLINGSON - attorney in fact

Helen M. Ellingson by S.P. Ellingson
HELEN M. ELLINGSON - attorney in fact

STATE OF OREGON, County of KLAMATH)ss.

On November 1, 1999, personally appeared the above named Robert
P. Ellingson and Helen M. Ellingson who acknowledged the
foregoing instrument to be their voluntary act and deed.

Before me: Trisha L. Powell
Notary Public for OREGON
My Commission Expires: October 4, 2002



DURABLE POWER OF ATTORNEY

1. Designation. The undersigned ROBERT P. ELLINGSON JR. (the "Principal") designates G. PETER ELLINGSON as attorney-in-fact for the Principal.

2. Effectiveness; Duration. This power of attorney shall become effective immediately, shall not be affected by the disability or incompetence of the Principal, and shall continue until revoked or terminated under paragraph 5, notwithstanding any uncertainty as to whether the Principal is dead or alive.

3. Powers. The attorney-in-fact shall have all of the powers of an absolute owner over the assets and liabilities of the Principal, whether located within or without the State of Oregon. These powers shall include, without limitation, the power and authority:

3.1 Real Property. To purchase, take possession of, lease, sell, convey, exchange, mortgage, release and encumber real property or any interest in real property.

3.2 Personal Property. To purchase, receive, take possession of, lease, sell, assign, endorse, exchange, release, mortgage and pledge personal property or any interest in personal property.

3.3 Financial Accounts. To deal with accounts maintained by or on behalf of the Principal with institutions (including, without limitation, banks, savings and loan associations, credit unions and securities dealers). This shall include the authority to maintain and close existing accounts, to open, maintain and close other accounts, and to make deposits, transfers, and withdrawals with respect to all such accounts.

3.4 United States Treasury Bonds. To purchase United States Treasury Bonds which may be redeemed at par in payment of federal estate tax.

3.5 Monies Due. To request, demand, recover, collect, endorse and receive all monies, debts, accounts, gifts, bequests, dividends, annuities, rents and payments due the Principal.

3.6 Claims Against Principal. To pay, settle, compromise or otherwise discharge any and all claims of liability or indebtedness against the Principal and, in so doing, use any of the Principal's funds or other assets or use funds or other assets of the attorney-in-fact and obtain reimbursement out of the Principal's funds or other assets.

3.7 Legal Proceedings. To participate in any legal action in the name of the Principal or otherwise. This shall include (a) actions for attachment, execution, eviction, foreclosure, indemnity, and any other proceeding for equitable or injunctive relief and (b) legal proceedings in connection with the authority granted in this instrument.

3.8 Written Instruments. To sign, seal, execute, deliver and acknowledge all written instruments and do and perform each and every act and thing whatsoever which may be necessary or proper in the exercise of the powers and authority granted to the attorney-in-fact as fully as the Principal could do if personally present.

3.9 Safe Deposit Box. To enter any safe deposit box in which the Principal has a right of access.

3.10 Disclaimer. To disclaim any interest, as defined in ORS 105.627 or ORS 112.652, in any property to which the Principal would otherwise succeed.

3.11 Service as Fiduciary. To decline to act or resign if appointed or serving as an officer, director, executor, trustee or other fiduciary, notify my nominated successor, and transfer existing trust or estate property to my successor fiduciary.

3.12 Taxes. To prepare federal and state income tax returns and gift tax returns required to be filed by me and my spouse, Helen M. Ellingson (hereinafter "my spouse"), to sign the same on my behalf, and to pay any and all taxes, charges and assessments that may be levied or imposed upon me or my spouse with respect thereto, to file for and collect any refunds pertaining thereto on my behalf, and to make court or audit appearances on my behalf with respect to such tax assessments or refund claims.

3.13 Collection. To collect and receive any money, property, debts or claims whatsoever, as are or shall hereafter become due, owing and payable or belonging to me and to give receipts, acquittances or other sufficient discharge for any of the same.

3.14 Expenditures. To make expenditures for my care, health, maintenance, support and general welfare.

3.15 Incapacity. To make, in the event of my incapacity or my total disability, expenditures for the care, health, maintenance, comfort, education, and support of my spouse in the event of her demonstrated financial need.

3.16 Incapacity - Limited Transfers to Lineal Descendants. To make, in the event of my legal incapacity, transfers to one or more of my lineal descendants (or to a custodian or custodians for such descendants under the Gifts to Minors Act or Transfers to Minors Act of Oregon or of the domiciliary state of such descendant) not to exceed the noncumulative amount of \$10,000 per descendant per calendar year.

3.17 Incapacity - Transfers to Revocable Trust. To make, in the event of my legal incapacity, transfers of my property, to avoid the probate administration thereof, to any revocable trust that I have established as long as my continued well-being during my lifetime is assured under the terms of one or more of such revocable trusts.

3.18 Investments. To make investments and changes in investments in such income bearing securities, including, but not limited to, common and preferred

stocks of corporations, or other property, real or personal, as my said attorney in his discretion may deem prudent.

3.19 Meetings. To appear and vote for me in person or as my proxy at any corporate or other meeting.

4. Limitations on Powers. Notwithstanding the foregoing, the attorney-in-fact shall not have authority to make, amend, alter, revoke or change any life insurance policy, employee benefit, or testamentary disposition of the Principal's property or to make any gifts of such property or to exercise any power of appointment. This limitation shall not affect the authority of the attorney-in-fact to disclaim an interest.

5. Termination. This power of attorney may be terminated by:

(a) the Principal by written notice to the attorney-in-fact and, if this power of attorney has been recorded, by recording the written instrument of revocation in the office of the recorder or auditor of the place where the power was recorded;

(b) a Guardian of the estate of the Principal after court approval of such revocation; or

(c) the death of the Principal upon actual knowledge or receipt of written notice by the attorney-in-fact.

6. Accounting. Upon request of the Principal or the Guardian of the estate of the Principal or the personal representative of the Principal's estate, the attorney-in-fact shall account for all actions taken by the attorney-in-fact for or on behalf of the Principal.

7. Reliance. Any person acting without negligence and in good faith in reasonable reliance on this power of attorney shall not incur any liability thereby. Any action so taken, unless otherwise invalid or unenforceable, shall be binding on the heirs and personal representatives of the Principal.

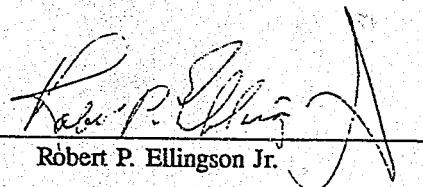
8. Indemnity. The estate of the Principal shall hold harmless and indemnify the attorney-in-fact from all liability for acts done in good faith and not in fraud of the Principal.

9. Familiarity with ORS 127.005 and 127.015. I expressly declare that I am familiar with the provisions of ORS 127.005 and 127.015, and that the powers of my attorney herein described shall be exercisable by my said attorney on my behalf notwithstanding that I may become legally disabled or incompetent.

10. Severability. If any provision of this Power of Attorney shall be invalid or unenforceable, the remaining provisions thereof shall continue to be fully enforceable.

11. Applicable Law. The laws of the State of Oregon shall govern this power of attorney.

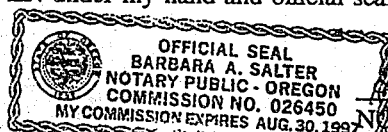
DATED: January 26, 1994.

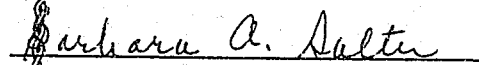

Robert P. Ellingson Jr.

STATE OF OREGON)
) ss
County of Klamath)

On this day personally appeared before me ROBERT P. ELLINGSON JR., to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the purposes therein mentioned.

GIVEN under my hand and official seal on January 26, 1994.




Barbara A. Salter
NOTARY PUBLIC for Oregon
My Commission Expires: 8-30-97

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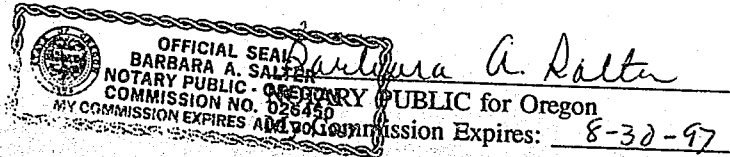
DATED: January 26, 1994.

Helen M. Ellingson
Helen M. Ellingson

STATE OF OREGON)
) ss
County of Klamath)

On this day personally appeared before me HELEN M. ELLINGSON, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the purposes therein mentioned.

GIVEN under my hand and official seal on January 26, 1994.



State of Oregon, County of Klamath
Recorded 11/05/99, at 3:48 p m.
In Vol. M99 Page 44366
Linda Smith,
County Clerk Fee \$ 70.00