DEED TRUST

LANE T. ROBINETTE and BASSIMA F. ROBINETTE
P.O. BOX 124
MERRILL, OR 97633
Grantor
THOMAS F. BRADY AND JUDITH A. BRADY, TRUSTEES OF THE BRADY FAMILY TRUST
53101 BIG SUR
DANA POINT, CA 92629
Beneficiary

______ After recording return to: ESCROW NO. MT52600-MS THOMAS F. BRADY & JUDITH A. BRADY, TRUSTEES

53101 BIG SUR

DANA POINT, CA 92629 MTC Salow-ms

TRUST DEED

THIS TRUST DEED, made on 12/14/00, between

LANE T. ROBINETTE and BASSIMA F. ROBINETTE, husband and wife, as Grantor,

AMERITITLE, an Oregon Corporation, as Trustee, and

THOMAS F. BRADY AND JUDITH A. BRADY, TRUSTEES OF THE BRADY FAMILY TRUST DATED

MARCH 4, 1994, as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with sale, the property in KLAMATH County, Oregon, described as:
SEE EXHIBIT A WHICH IS MADE A PART HEREOF BY THIS REFERENCE power of

together with all and singluar 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

together with all and singluar the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter attached to or used in connection with the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of "TWENTY THOUSAND*" Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made payable by grantor, the final payment of prittype distinct of the payable in the property of the payable possible possible

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

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 OR \$ 696.505 to 696.585.

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 such 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.

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 theretor), and the rectues the major of the property. The grantee in any reconveyance may be described as the person (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the person of the payment of the present of the present of the person of the payment of the present of the pre

neit interests may appear in the order of their priority and (4) the surphis, it any, to the grantor of their successor in interest entitled to such surphus.

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 the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto and that the grantor will warrant and forever defend the same against all persons whomsoever.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance may, but need not, also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not pay any claim made by or against grantor. Grantor may later cancel the coverage by providing evidence that grantor has obtained property coverage elsewhere. Grantor is responsible for the cost of any

insurance grantor might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

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 [NOTICE: Line out the warranty that does not apply]

(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 beneficary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular shall be taken to mean and include the plural and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

10 ROBINETTE Ť.

BASSIMA F. ROBINETTE

State of Oregon County of KLAMATH

This instrument was acknowledged before me on

T. ROBINETTE AND BASSIMA F. ROBINETTE.

for (Notary

commission expires

Oregon) (21

OFFICIAL SEAL

MARJORIE A STUART

NOTARY PUBLIC- OREGON
COMMISSION NO. 318394 M
MY COMMISSION EXPIRES DEC 20, 2002 (

EXHIBIT "A" LEGAL DESCRIPTION

A parcel of land situated in the S1/2 N1/2 of Section 27, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8-inch iron pin with plastic cap on the north line of the S1/2 N1/2 of said Section 27, from which the W1/4 corner of said Section 27 bears North 89 degrees 49' 13" West 2,266.50 feet and South 00 degrees 06' 04" West 1,321.35 feet; thence South 89 degrees 49' 13" East, along said north line, 3,019.35 feet to the east line of said Section 27; thence South 01 degrees 18' 19" West, along said East line, 657.26 feet; thence North 89 degrees 53' 43" West 3,811.45 feet; thence North 37 degrees 19' 50" East 361.16 feet; thence North 66 degrees 58' 05" East 357.11 feet; thence North 48 degrees 06' 22" East 348.50 feet to the point of beginning, containing 52.24 acres, with bearing based on survey No. 3358, as recorded in the Office of the Klamath County Surveyor. SUBJECT TO, a 30-foot easement along the Westerly line, and TOGETHER WITH, the access road easement described above.

Also known as Parcel 2 of Major Land Partition 3-84 on file in the Office of the Klamath County Engineer.

State of Oregon, County of Klamath Recorded 12/15/00, at 3:26 p. m. In Vol. M00 Page 45/55 Linda Smith,

County Clerk Fee\$ 2/20