

After recording, return to:
Radius Holdings, LLC, Trustee
Post Office Box 25121
Portland, OR 97298

Until a change is requested, tax statements
shall be sent to the following address:

Radius Holdings, LLC, Trustee
Post Office Box 25121
Portland, OR 97298

This space reserved for recorder's use

Vol. M01 Page 58119

State of Oregon, County of Klamath
Recorded 11/14/01 8:48 a m.
In Vol. M01, Page 58119
Linda Smith, County Clerk
Fee \$ 46.00 # of Pgs 6

01 NOV 14 AM 8:48

WARRANTY DEED

Allan Melius and Sascha Melius, as tenants by the entirety, Grantor, conveys, warrants, grants, bargains, sells, remises, releases and transfers to Upham Land Trust, a Land Trust, Radius Holdings, LLC, an Oregon Limited Liability Company, as Trustee, all that certain property situated in Klamath County, State of Oregon, to wit:

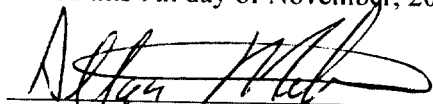
See Attached Exhibit 'A'

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, to have and to hold in fee simple forever. The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple, has good right and lawful authority to sell and convey said land, hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

This property is free of liens and encumbrances, EXCEPT: Any unpaid taxes accruing, conditions, restrictions, easements, limitations and zoning ordinances of record, if any, and any encumbrances of record.

The true consideration for this conveyance is Ten Dollars (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged.

Dated this 9th day of November, 2001.



Allan Melius

State of WASHINGTON

County of WASHINGTON

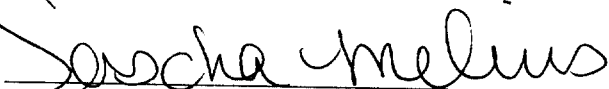
This instrument was acknowledged before me on 11/9/2001

My commission expires: 2/5/2005

Notary Public for the State of OREGON



OFFICIAL SEAL
MICHAEL R. WALKER
NOTARY PUBLIC-OREGON
COMMISSION NO. 342740
MY COMMISSION EXPIRES FEB. 5, 2005



Sascha Melius

State of OREGON

County of WASHINGTON

This instrument was acknowledged before me on 11/9/2001

My commission expires: 2/5/2005

Notary Public for the State of OREGON



OFFICIAL SEAL
MICHAEL R. WALKER
NOTARY PUBLIC-OREGON
COMMISSION NO. 342740
MY COMMISSION EXPIRES FEB. 5, 2005

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EXHIBIT 'A'

All of Lot C and that portion of Lot B adjoining said Lot C of the "Supplemental plat of Lots 6, 7, and 8 Block 67; Lots 1,2, and 3, Block 68 and lots 1, 2, and 5, Block 69 of NICHOLS 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, more particularly described as follows:

Beginning on the South line of Upham Street at its intersection with the line between Lots B and C aforesaid; thence East and Southeasterly and following the said line of Upham and the Westerly line of Eleventh Street 27.85 feet, more or less, to a point 27.85 feet from the most Easterly corner of Lot B aforesaid; thence on a direct line to the most Southerly corner of said Lot B; thence North on the line between Lots C and B aforesaid to the point of beginning, all being in Block 69 of the Supplemental Plat of Block 69, NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

Commonly Known As: 1030 Upham Street, Klamath Falls, Oregon 97601

AFFIDAVIT OF LAND TRUST

58121

State of Oregon
County of Klamath

BEFORE ME, the undersigned authority, on this day personally appeared Radius Holdings, LLC, who being first duly sworn, deposes and says that:

1. The following Trust is the subject of this Affidavit:

Upham Land Trust, Dated the 9th day of November, 2001.

2. The name of the currently acting Trustee is:

Radius Holdings, LLC, as Trustee

3. The legal description of the real estate held by the Trust is:

See attached Exhibit "A" made a part hereof by reference.

4. The Trust mailing address is:

P.O. Box 25121, Portland, OR 97298

5. The Trust is currently in full force and effect.

6. The Trustee(s) powers, duties and responsibilities are as per the Declaration of Trust and Land Trust Agreement dated the 9th day of November, 2001, and the subsequent public records deed filing which shows the Trustee(s) name(s).

7. The signatories hereof are currently the acting Trustee(s) of the Trust named herein.

8. The signatories hereof have been granted full power and authority under the Trust provisions to take the following action(s), to wit: To purchase, improve, subdivide, manage and protect said real estate or any part thereof; to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof and to re-subdivide said real estate as often as desired; to contract: to: renovate, to repair, to sell: to grant options to purchase, to sell on any terms; to take back, foreclose and release mortgages; to convey either with or without consideration, to carry back financing; to convey said real estate or any part thereof to a successor or successors in trust, all of the title, estate, powers and authorities vested in said Trustee: to donate, dedicate, mortgage, pledge as collateral or otherwise encumber said real estate, or any part thereof, from time to time to contract to lease, or if required, to hire management for said real estate, or any part thereof, in possession or reversion, by leases to commence in praesenti or in futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter: and to grant options to lease, options to renew leases, options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present and future rentals: to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind; to release, convey or assign any right, title use or interest in or to said real estate or any part thereof; and to deal with said property and every part thereof in all other ways and for other considerations as it would be lawful for any person owning the same to deal with the same, whether

similar to or different from the ways above specified, at any time or times hereafter, including filing lawsuits and hiring counsel.

58122

9. **In no case** shall any party dealing with Trustee in relation to said real estate or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of Trustee, or be obliged or privileged to inquire into any of the terms of said Trust Agreement; and every deed, trust deed, mortgage, lease, management agreement or other instrument executed by Trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of the delivery thereof the trust created by said Trust Agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in said Declaration of Trust and Land Trust Agreement and binding upon all beneficiaries thereunder, (c) that Trustee is duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage, management agreement or other instrument, (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of the said predecessor in trust, and (e) Trustee is prohibited under the terms of the aforesaid Trust Agreement to reveal the terms and conditions of said Trust Agreement or the records of the Trust without express written authorization from the holder(s) of the power of direction of the Trust.
10. **Any contract**, obligation or indebtedness incurred or entered into by the Trustee in connection with said real estate may be entered into by the Trustee in the name of the then beneficiaries under said Trust Agreement, as their attorney in fact, hereby irrevocably appointed for such purpose, or, at the election of Trustee, in its own name as Trustee of an express trust and not individually and the Trustee has no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property and funds in the actual possession of the Trustee shall be applicable for the payment and discharge thereof, and all persons and corporations whomsoever shall be charged with notice of this condition from the date of the filing for record of this affidavit. Any litigation arising in connection with the Trust document shall be adjudicated under the laws of the State of Oregon. In the event any portion of the said Trust Agreement shall be found to be not supportable under Oregon Statutes, the remaining provisions shall continue to be valid and subject to enforcement in the courts without exception. In like manner, any obligations of either party which may become law shall be binding on both parties as if included therein.
11. **The interest** of each and every beneficiary under the Declaration of Trust and Land Trust Agreement hereinbefore referred to and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate and such interest is hereby declared to be personal property, and no beneficiary has any title or interest, legal or equitable, in or to said real estate as such but only an interest in the earnings, avails and proceeds thereof as aforesaid.
12. **The following individual(s) are duly appointed as the Successor Trustee(s) with the same powers as stated herein:**

Radius Corporation
13. **The signatory(ies) hereof declare that the foregoing statements are true and correct, under penalty of perjury.**

FURTHER AFFIANT(S) SAYETH NOT.

Personally appeared before me the above named Stephen Seal, Organizer, Radius Holdings, LLC, as Trustee, and acknowledged the foregoing instrument to be a voluntary act and deed.

) SS.

By Stephen Seal, as Organizer of Radius Holdings, LLC, as Trustee

Notary Public for Oregon

My commission expires



OFFICIAL SEAL
MICHAEL R. WALKER
NOTARY PUBLIC-OREGON
COMMISSION NO. 342740
MISSION EXPIRES FEB. 5, 2005

EXHIBIT 'A'

58124

All of Lot C and that portion of Lot B adjoining said Lot C of the "Supplemental plat of Lots 6, 7, and 8 Block 67; Lots 1, 2, and 3, Block 68 and lots 1, 2, and 5, Block 69 of NICHOLS 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, more particularly described as follows:

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Commonly Known As: 1030 Upham Street, Klamath Falls, Oregon 97601