

T R U S T D E E D

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LESA KAY DUCKETT
4430 BALSAM DRIVE
KLAMATH FALLS, OR 97601

Grantor

KLAMATH BASIN HABITAT FOR HUMANITY, INC., AN OREGON NONPROFIT CORPORATION
P.O. BOX 476
KLAMATH FALLS, OR 97601

Beneficiary

=====

After recording return to: ESCROW NO. MT56888-KR
AMERITITLE
222 S. 6TH STREET
KLAMATH FALLS, OR 97601

MT56888-KR

State of Oregon, County of Klamath
Recorded 05/10/2002 3:46 p m.
Vol M02, Pg 28327 - 34
Linda Smith, County Clerk
Fee \$ 56.00 # of Pgs 8

TRUST DEED

THIS TRUST DEED, made on MAY 10, 2002, between
LESA KAY DUCKETT, as Grantor,
AMERITITLE, an Oregon Corporation, as Trustee, and
KLAMATH BASIN HABITAT FOR HUMANITY, INC., AN OREGON NONPROFIT CORPORATION, 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:

Lot 3 OF TRACT 1326, being a Replat of Lots 1, 2, 3, 4, 5 and 6 in Block 10,
STEWART ADDITION, according to the official plat thereof on file in the office
of the County Clerk of Klamath County, Oregon.

SEE EXHIBIT "A" FOR ADDENDUM TO TRUST DEED WHICH IS MADE A PART HEREOF BY
THIS REFERENCE.

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 the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of
FORTY EIGHT THOUSAND SIX HUNDRED AND NO / 100ths 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 principal and interest hereof, if not sooner paid, to be due and payable May 1, 2013
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 im-
provement thereon; not to commit or permit any waste of said property.
2. To complete or restore promptly and in good 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 the 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 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 the full insurable value,
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 grantor shall fail for any reason to procure any such insurance and to deliver said policies to 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 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 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 deed 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
decrees 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

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.

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 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 to 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 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 coverage purchased by beneficiary, which cost may be added to grantor's contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date grantor's prior coverage lapsed or the date grantor failed to provide proof of coverage. The coverage beneficiary purchases may be considerably more expensive than 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 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 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.

Les Kay Duckett
LESA KAY DUCKETT

State of Oregon
County of KLAMATH

This instrument was acknowledged before me on May 9, 2002 by LESA KAY DUCKETT.



Kristi L. Redd
(Notary Public for Oregon)

commission expires

11/16/2003

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

TO: _____, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by the 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 the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same. Mail reconveyance and documents to:

DATED: _____, _____.

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.

Beneficiary

EXHIBIT "A"**ADDENDUM TO TRUST DEED**

Grantor and Beneficiary further agree to the following additional terms of the foregoing Trust Deed:

1. Grantor acknowledges that prior to purchasing the property described in this Trust Deed (the "Property"), Grantor signed a Letter of Intent with Beneficiary pursuant to which it agreed to satisfy certain requirements both before and after assuming occupancy of the Property. The provisions of such Letter of Intent are incorporated herein by reference. Grantor acknowledges and agrees that failure to satisfy any of the requirements set forth in such Letter of Intent or violation of any provisions of such Letter of Intent shall be considered a default under the terms of this Trust Deed.
2. Grantor further acknowledges that in the event of a default under the terms of this Trust Deed, Grantor shall not be entitled to compensation for any "sweat equity" which Grantor may have completed or to reimbursement of any rental payments, purchase payments or other sums which Grantor may have expended in connection with Grantor's occupancy of the Property.
3. In addition to the regular monthly payments which Grantor is required to pay to Beneficiary pursuant to the promissory note referenced herein, Grantor shall also pay to Beneficiary each month a sum estimated to be 1/12 of the annual real property taxes assessed against the real property described herein when applicable. The initial additional amounts to be paid each month for estimated taxes shall be determined when appropriate. The amount of the additional payment shall be adjusted each year based on the amount of the total tax assessment. Such additional payment for taxes shall be due on the same day that each monthly payment is due on the promissory note.
4. Grantor has elected to independently purchase insurance for said real property. Upon notification that such premium is past due, Beneficiary shall immediately pay full premium due and add 1/12 of said annual premium to monthly payment amount. Such additional payment for insurance shall be due on the same day that each monthly payment is due on promissory note.
5. Grantor is not allowed to prepay the Promissory Note which this Trust Deed secures in whole or in part without first obtaining the prior written consent of the Beneficiary. Beneficiary may arbitrarily withhold its consent.
6. Grantor shall keep the Property free and clear of all financial encumbrances created by and through Grantor. Grantor acknowledges that this restriction prohibits Grantor from using the Property as collateral for any loan.
7. Concurrently herewith Grantor and Beneficiary have entered into an agreement entitled "Right of First Refusal and Shared Appreciation Agreement" which limits the right of Grantor to receive the proceeds received from the sale of the property described herein under certain circumstances. The provisions of such Agreement are hereby acknowledged and incorporated herein by reference.
8. The provisions of the foregoing Trust Deed, this Addendum and the Promissory Note secured thereby shall be binding upon the heirs, successors and assigns of the parties hereto.

DATED THIS 9th DAY OF May, 2002

GRANTOR:

LESA KAY DUCKETT

Lesa Kay Duckett

BENEFICIARY:

KLAMATH BASIN HABITAT FOR HUMANITY

By Fran Coker, PRESIDENT

STATE OF OREGON)

SS:

County of Klamath)

The foregoing instrument was acknowledged before me this 9th day of May,
by Lesa Kay Duckett



Kristil L. Redd
Notary Public for Oregon
My Commission expires: 11/16/2003

STATE OF OREGON)

SS:

County of Klamath)

The foregoing instrument was acknowledged before me this 9th day of May,
2002 by Fran Coker who,
being duly sworn did say that ~~he~~/she is the President of KLAMATH BASIN
HABITAT FOR HUMANITY and that said instrument was signed in behalf of said corporation by
authority of its board of directors; and ~~he~~/she acknowledged said instrument to be its voluntary act
and deed.



Kristil L. Redd
Notary Public for Oregon
My Commission expires: 11/16/2003

KLAMATH BASIN HABITAT FOR HUMANITY
PO BOX 476
Klamath Falls, OR 97601



RIGHT OF FIRST REFUSAL AND SHARED APPRECIATION AGREEMENT

Date May 9, 2002

Parties Lesia Kay Duckett, Owner

and KLAMATH BASIN HABITAT FOR HUMANITY, an Oregon nonprofit corporation, Grantee

- A. Owner is the owner of the real property commonly known as 4430 Balsam Drive, Klamath Falls, Klamath County, Oregon (the "Property"), more particularly described as follows:
Lot 3 of TRACT 1326, being a Replat of Lots 1, 2, 3, 4, 5 and 6 in Block 10, STEWART ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.
- B. On the same date as this Right of First Refusal and Shared Appreciation Agreement the Owner and Grantee have executed a Trust Deed and Promissory Note for the transfer of the property from Grantee to Owner.
- C. Grantee is a nonprofit corporation which sells affordable housing, under favorable terms, to qualified buyers. Grantee employs voluntary labor, receives large amounts of building materials below standard prices, receives no interest on the Promissory Note and takes no profit on the sale of the property.
- D. Grantee is interested in making the Property available as affordable housing to qualified buyers. If Owner desires to sell the property before all of the Owner's obligations under the Trust Deed and Promissory Note are fulfilled.

AGREEMENT

NOW, THEREFORE, in consideration of Grantee's sale to Owner of the Property at below market price with a no-interest Promissory Note, the parties agree as follows:

1. Owner hereby agrees: (1) to use the property exclusively as a personal residence for Owner and Owner's immediate family members; (2) not to use or permit the use of the property for profit or gain by owner, without the prior written consent of Grantee being obtained; (3) grants to Grantee the following described right of first refusal; and (4) further agrees to the terms and conditions of the Agreement with respect to the Property.
2. If Owner, at any time prior to payment in full of all sums owed on the Trust Deed and Promissory Note dated May 9, 2002, shall desire to sell, contract to sell, transfer, exchange or otherwise dispose of the Property, the Owner shall first serve notice in writing to Grantee, or its successor in interest, by registered mail, return receipt requested. The notice shall indicate that Owner desires to sell the property back to Grantee, or that Owner has a *bona fide* offer for the sale of the Property, in which case the notice shall include the name and address of the person desiring to purchase the property, and the sale price and terms of payment for the sale. Owner shall first offer the Property to Grantee, or its successor in interest, in the following manner.
3. If Owner desires to transfer Owner's interest in the Property during the first five years of this Agreement, Grantee has the first right to buy back the Property by paying Owner his or her "Original Cost Equity" in the property within 45 days receipt of the notice. Owner's "Original Cost Equity" for the first five years of the Agreement shall be the original sales price of the property less balance owing on the Promissory Note, unpaid taxes, standard closing costs, all financial encumbrances that Owner has allowed to be placed on the property since the date of this Agreement and the reasonable cost of any necessary repairs to the Property affecting habitability, including those resulting from normal wear and tear.

Upon recording return to:

AmeriTitle Collection #56888, 222 S. 6th St., Klamath Falls, OR
RIGHT OF FIRST REFUSAL.doc 97601

4. If Grantee does not exercise its first right of refusal as set forth above, Owner may sell the Property to the person designated in the Notice for the sales price and on the terms set forth in the Notice. The net sales proceeds received from the sale of the Property to a third party shall be divided by returning to Owner the Original Cost Equity as described above and allocating the remaining proceeds to Grantee. Thus, during the first five years of this Agreement, Owner shall not share in any increased value of the property.
5. If Owner desires to transfer Owner's interest after the first five years of this Agreement, Grantee has the first right to buy back the property by paying to Owner the "Market Value Equity" of the Property within 45 days after determination of the fair market value of the Property. Owner's "Market Value Equity" after the first five years of this Agreement shall be the fair market value of the Property less the balance owing on the Promissory Note, unpaid taxes, standard closing costs, all financial encumbrances that Owner has allowed to be placed on the Property since the date of this Agreement and all reasonable costs to make repairs to the Property affecting habitability, including those resulting from normal wear and tear, all multiplied by the percentage that Owner has reduced the Promissory Note balance from the date of this Agreement to the date of sale. In other words, if the Owner has reduced the Promissory Note balance by 25% as of the date of the sale, Owner shall be entitled to receive the fair market value of the property, less the balance owing on the Promissory Note, unpaid taxes, standard closing costs, all financial encumbrances that Owner has allowed to be placed on the Property since the date of this Agreement, and all reasonable costs to make repairs to the property affecting habitability, including those resulting from normal wear and tear, multiplied by 25%. If the parties cannot agree on the fair market value of the Property, it shall be determined by an appraisal to be performed by a qualified appraiser to be chosen by Grantee. The cost of such appraisal shall be paid one-half by Owner and one-half by Grantee. Any Owner improvements to the property will be appraised with the rest of the property.
6. If Owner desires to transfer Owner's interest in the Property after the first five years of the Agreement, and Grantee does not exercise its first right of refusal as set forth in the preceding paragraph, Owner may sell the Property to the person designated in the Notice for the sale price and on the terms set forth in the Notice. The net sales proceeds received from the sale of the Property to a third party shall be divided between Owner and Grantee as set forth in the preceding paragraph. Thus, after the first five years of this Agreement, Owner will share in any increased value of the Property proportionate to the amount Owner has reduced the Promissory Note balance.
7. Grantee's rights hereunder shall terminate automatically and forever on the Termination Date. Upon such termination, Grantee shall cooperate in providing Owner with any instruments which Owner may reasonably require for the purpose of removing from the public record any cloud on Owner's title to the Property attributable in any manner to the grant or exercise of this Agreement.
8. In the event litigation is instituted, including any bankruptcy or arbitration proceedings, arising out of this Agreement, the losing party shall pay the prevailing party's reasonable attorney fees, together with all expenses which may reasonably be incurred in taking such action, including but not limited to, costs incurred in searching records, the costs of title reports and expert witness fees, and anticipated post-judgment collection services. If any appeal is taken from any judgment of the trial court, the losing party shall pay the prevailing party in the appeal its reasonable attorney's fees and costs in such appeal.
9. The laws and jurisdiction deemed proper at Klamath County, Oregon shall govern this agreement.

OWNER:

KLAMATH BASIN HABITAT FOR HUMANITY

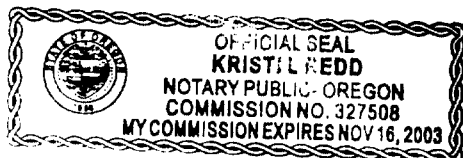
Lesa Kay DuckettBy Fran Coker, PRESIDENT

STATE OF OREGON)

SS:

County of Klamath)

The foregoing instrument was acknowledged before me this 9th day of May,
 by Lesa Kay Duckett.



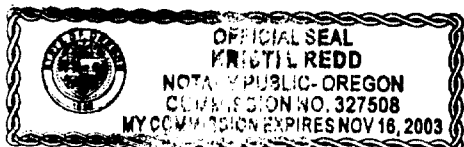
Kristi L. Redd
 Notary Public for Oregon
 My Commission expires: 11/16/2003

STATE OF OREGON)

SS:

County of Klamath)

The foregoing instrument was acknowledged before me this 9th day of May, 2002
 by Fran Coker who, being
 duly sworn did say that he/she is the President of KLAMATH BASIN HABITAT
 FOR HUMANITY and that said instrument was signed in behalf of said corporation by authority of its
 board of directors; and he/she acknowledged said instrument to be its voluntary act and deed.



Kristi L. Redd
 Notary Public for Oregon
 My Commission expires: 11/16/2003