

APN 027-322-02

After recording return to:
of record _____

State of Oregon, County of Klamath
Recorded 11/27/2002 1:46 p.m.
Vol M02, Pg 69224-25
Linda Smith, County Clerk
Fee \$ 31.00 # of Pgs 2

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST made this 18th day of November 2002, between JE Batzer Trustee for Counsel of Indian Affairs Association Trust, hereinafter called TRUSTOR, c/o PMB Suite 213-213, 5150 Mae Anne Ave., Reno, Nv. 89523, and Aspen Title Company herein called Trustee and Capitol Ind. Inc. Pension Trust, Beneficiary.

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Klamath County, State of Oregon, described as:
(Prescott)

LOT 3, Block 66, LAKEVIEW ADDITION TO THE CITY OF KLAMATH FALLS, ALSO that portion of Harriman Street, vacated by Ordinance No. 5830 filed September 24, 1971 in Book M 71 at page 10129, in the County of Klamath, State of Oregon, and being more particularly described as follows:

Beginning at the Southeast corner of Lot 3, Block 66, LAKEVIEW ADDITION TO THE CITY OF KLAMATH FALLS, and running North on the East line of said Lot 3 a distance of 73 feet to the Northeast corner of said Lot 3; thence East on the North line of Lot 3 extended, a distance of 40 feet; then South, parallel to the East line of said Lot 3, a distance of 73 feet; thence West a distance of 40 feet to the point of beginning.

TOGETHER with the rents, issues and profits thereof, SUBJECT HOWEVER TO the right, power and authority given to and conferred upon the Beneficiary under the laws of Oregon to collect the rents, issues, and profits of said property, reserving unto the Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable. Upon any such default, 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 name sue for or otherwise collect such 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 win such order as Beneficiary may determine. The entering and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

FOR THE PURPOSE OF SECURE: 1) Performance of each agreement of Trustor incorporated by reference or contained herein. 2) Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof, in the principal sum of: \$80,000.00 (Eighty-Thousand Dollars and no/100) executed by trustor in favor of Beneficiary or order. 3) Payment of such further sums as the then record owners of said property hereafter may borrow from Beneficiary, when evidence by another note (or notes) reciting it so secured.

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Short Form Deed of Trust and Assignment of Rents**TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR AGREES:**

By the execution and delivery of this Deed of Trust and the Note secured hereby, that all other provisions of _____ law pertaining to enforcement of security interest of said right of Beneficiary shall be incorporated by reference herein and shall be construed to the property, obligations and parties set forth in this Deed of Trust.

The undersigned Trustor request that a copy of any Notice of Default and or any Notice of Sale hereunder be mailed to Trustor at the address hereinbefore set forth.

Dated this 20TH day of November, 2002

Signature of Trustor

TRUSTEE AND NOT PERSONALLY
Council of Indian Affairs Association Trust

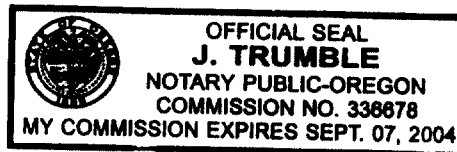
STATE OF OREGON
COUNTY OF ~~CLATSOP~~ JACKSON

On Nov. 20, 2002, BEFORE ME the undersigned a Notary Public in and for said State, personally appeared JOHN BATZER, TRUSTEE known or proven to me on the basis of satisfactory evidence to be the person who executed the within instrument and acknowledged before me that this was done of HIS free will and act.

Witness my hand and official seal:

J. Trumble
Notary Public

Trustor Address:
c/o PMB Suite 213-213
5150 Mae Anne Ave
Reno, Nv. 89523



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