

104 JUN 4 PM 1:59

Vol M04 Page 36012

State of Oregon, County of Klamath
Recorded 06/04/2004 1:59 p m
Vol M04 Pg 36012-25
Linda Smith, County Clerk
Fee \$ 86.00 # of Pgs 14

1st 356310

WHEN RECORDED RETURN TO:

John D. Sorlie
Bryant, Lovlien & Jarvis
591 SW Mill View Way
PO Box 1151
Bend, OR 97709

TRUST DEED

THIS TRUST DEED is made on 6-5, 2004 by

Gilchrist West, LLC ("Grantor")

whose address is PO Box 637, Gilchrist, Oregon 97737;

to Bryant, Lovlien & Jarvis, a Professional Corporation ("Trustee")
whose address is 591 SW Mill View Way, Bend, Oregon 97702;

for the benefit of Mary G. Ernst as Trustee of the Mary G. Ernst Revocable Living Trust dated
April 17, 1989 ("Beneficiary")
whose address is PO Box 707, Gilchrist, Oregon 97737.

The tax account number for the real property subject to this instrument is 12878722

R152809, R152658, R152649, R2878192, R2872773, R282316, R2872774
WHEREAS, Beneficiary has made a loan to Grantor in the sum of \$350,000, which loan
is to be evidenced by a Promissory Note dated 6-9-04. The loan, if not sooner paid, is
due and payable in full on 6-9, 2014. (The Promissory Note, as it may be modified,
extended, or replaced from time to time, is referred to herein as the "Note"); and

WHEREAS, as a condition to the making of the loan to Grantor, Beneficiary has
required, and Grantor has agreed to provide, this Trust Deed.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby
acknowledged, and for the purpose of securing the Obligations described in Section 1.1 below,
Grantor hereby irrevocably grants, bargains, sells, conveys, assigns, and transfers to Trustee in
trust for the benefit and security of Beneficiary, with power of sale, all of Grantor's right, title,
and interest in and to the real property located in Klamath County, state of Oregon, and more
particularly described in Exhibit A attached hereto and incorporated herein, together with (1) all
dwellings and other improvements now or hereafter located thereon, (2) all easements,

86F

tenements, hereditaments, and appurtenances relating thereto, (3) all awards for any taking of all or any portion thereof, and (4) all insurance proceeds for any damage thereto (collectively, the "Trust Property").

TO HAVE AND TO HOLD the Trust Property to Trustee and its successors and assigns for the benefit of Beneficiary and its successors and assigns, forever.

PROVIDED ALWAYS, that if all the Obligations shall be paid, performed, and satisfied in full, then the lien and estate hereby granted shall be reconveyed.

This Trust Deed, the Note, and all other agreements executed at any time in connection therewith, as they may be amended or supplemented from time to time, are sometimes collectively referred to as the "Loan Documents."

TO PROTECT THE SECURITY OF THIS TRUST DEED, GRANTOR COVENANTS AND AGREES AS FOLLOWS:

ARTICLE 1 PARTICULAR COVENANTS AND WARRANTIES OF GRANTOR

1.1 Obligations Secured. This Trust Deed secures the payment of all indebtedness, including but not limited to principal and interest, and the performance of all covenants and obligations of Grantor, under the Note, this Trust Deed, and the other Loan Documents, whether such payment and performance is now due or becomes due in the future (collectively, the "Obligations").

1.2 Payment and Performance. Grantor shall pay and perform all of the Obligations when due.

1.3 Property. Grantor warrants that it holds good and merchantable title to the Trust Property, free and clear of all liens, encumbrances, reservations, restrictions, easements, and adverse claims except those specifically listed in Exhibit B attached hereto. Grantor covenants that it shall forever defend Beneficiary's and Trustee's rights hereunder and the priority of this Trust Deed against the adverse claims and demands of all persons.

1.4 Further Assurances. Grantor shall execute, acknowledge, and deliver, from time to time, such further instruments as Beneficiary or Trustee may require to accomplish the purposes of this Trust Deed.

1.5 Compliance with Laws. Grantor represents, warrants, and covenants that the Trust Property is currently in material compliance with, and will at all times be maintained in material compliance with, all applicable laws, and all covenants, conditions, easements, and restrictions affecting the Trust Property.

1.6 Environmental Compliance.

(a) For purposes of this section, "Environmental Law" means any federal, state, or local law or regulation now or hereafter at any time pertaining to Hazardous Substances

or environmental conditions. For purposes of this section, "Hazardous Substance" includes, without limitation, any substance that is or becomes classified as hazardous, dangerous, or toxic under any federal, state, or local law or regulation.

(b) Grantor will not use, generate, store, release, discharge, or dispose of on, under, or about the Trust Property or the groundwater thereof any Hazardous Substance and will not permit any other person to do so, except for storage and use of such Hazardous Substances (and in such quantities) as may commonly be used for household purposes, provided such substances are stored and used in compliance with all Environmental Laws. Grantor will keep and maintain the Trust Property in compliance with all Environmental Laws.

(c) Beneficiary shall have the right to participate in any legal proceeding initiated with respect to the Trust Property in connection with any Environmental Law and have its attorney fees paid by Grantor. If, at any time, Beneficiary has reason to believe that any violation of this Section 1.6 has occurred or is threatened, Beneficiary may require Grantor to obtain or may itself obtain, at Grantor's expense, an environmental assessment by a qualified environmental consultant. Grantor shall promptly provide to Beneficiary a complete copy of any environmental assessment obtained by Grantor.

(d) If any investigation, monitoring, containment, cleanup, or other remedial work of any kind is required on the Trust Property under any applicable Environmental Law or by any governmental agency or person in connection with a release of a Hazardous Substance, Grantor shall promptly complete all such work at Grantor's expense.

(e) All representations, warranties, and covenants in this Section 1.6 shall survive the satisfaction of the Obligations, the reconveyance of the Trust Property, or the foreclosure of this Trust Deed.

1.7 Maintenance and Improvements. Grantor shall not permit the Trust Property or any part thereof to be removed, demolished, or materially altered without Beneficiary's prior written consent. Grantor shall maintain the Trust Property, and every portion thereof, in good repair and condition, except for reasonable wear and tear, and shall at Beneficiary's election restore, replace, or rebuild the Trust Property or any part thereof now or hereafter damaged or destroyed by any casualty (whether or not insured against or insurable) or affected by any Condemnation (as defined in Article 2). Grantor shall not commit or suffer any waste or strip of the Trust Property.

1.8 Liens. Grantor shall pay when due all claims for labor and materials that, if unpaid, might become a lien on the Trust Property. Grantor shall not create or suffer any lien, security interest, or encumbrance on the Trust Property that may be prior to, or on a parity with, the lien of this Trust Deed, except as specifically provided in Exhibit B attached hereto.

1.9 Impositions. Grantor shall pay when due all taxes, assessments, fees, and other governmental and nongovernmental charges of every nature now or hereafter assessed against any part of the Trust Property or on the lien or estate of Beneficiary or Trustee therein

(collectively, the "Impositions"); provided, however, that if by law any such Imposition may be paid in installments, Grantor may pay the same in installments, together with accrued interest on the unpaid balance thereof, as they become due. Grantor shall furnish to Beneficiary promptly on request satisfactory evidence of the payment of all Impositions. Beneficiary is hereby authorized to request and receive from the responsible governmental and nongovernmental personnel written statements with respect to the accrual and payment of all Impositions.

1.10 Limitations of Use. Grantor shall not initiate or consent to any rezoning of the Trust Property or any change in any covenant or other public or private restrictions limiting or defining the uses that may be made of the Trust Property without the prior written consent of Beneficiary.

1.11 Insurance.

(a) **Property and Other Insurance.** Grantor shall obtain and maintain during the term of this Trust Deed all-risk property insurance in an amount not less than the full remaining principal balance of the Note or, if greater, in the amount of the full replacement cost of the Trust Property, without reduction for coinsurance.

(b) **Insurance Companies and Policies.** All insurance shall be written by a company or companies reasonably acceptable to Beneficiary; shall contain a long-form mortgagee endorsement in favor of Beneficiary with proceeds under any policy payable to Beneficiary, subject to the terms of this Trust Deed; shall require 10 days' prior written notice to Beneficiary of cancellation or reduction in coverage; and shall contain a waiver of subrogation. Grantor shall furnish to Beneficiary on request a certificate evidencing the coverage required under this Trust Deed and a copy of each policy.

1.12 Casualty/Loss Restoration.

(a) After the occurrence of any casualty to the Trust Property, whether or not covered by insurance, Grantor shall give prompt written notice thereof to Beneficiary. Beneficiary may make proof of loss if it is not made promptly and to Beneficiary's satisfaction by Grantor.

(b) All insurance proceeds with respect to the Trust Property shall be payable to Beneficiary. At Beneficiary's discretion, insurance proceeds may be applied to the Obligations or may be released to Grantor, on such terms and conditions as Beneficiary elects, for restoration of the Trust Property.

1.13 Actions to Protect Trust Property; Reserves.

(a) If Grantor shall fail to pay, perform, or observe any of its covenants hereunder, Beneficiary may, but shall not be required to, take such actions as it deems appropriate to remedy such failure. All sums, including reasonable attorney fees, so expended, or expended to maintain the lien or estate of this Trust Deed or its priority, or to protect or enforce any of Beneficiary's rights hereunder, shall be a lien on the Trust Property, shall be secured by

this Trust Deed, and shall be paid by Grantor on demand, together with interest thereon at the rate provided in the Note. No payment or other action by Beneficiary under this section shall impair any other right or remedy available to Beneficiary or constitute a waiver of any Event of Default.

(b) If Grantor fails to promptly perform any of its obligations under Section 1.09 or 1.11 of this Trust Deed, Beneficiary may require Grantor thereafter to pay and maintain with Beneficiary reserves for payment of such obligations. In that event, Grantor shall pay to Beneficiary each month a sum estimated by Beneficiary to be sufficient to produce, at least 20 days before due, an amount equal to the Impositions, insurance premiums, or both. If the sums so paid are insufficient to satisfy any Imposition or insurance premium when due, Grantor shall pay any deficiency to Beneficiary on demand. The reserves may be commingled with Beneficiary's other funds. Beneficiary shall credit to Grantor interest on such reserves at the minimum rate required from time to time by applicable law. Beneficiary shall not hold the reserves in trust for Grantor, and Beneficiary shall not be the agent of Grantor for payment of the taxes and assessments required to be paid by Grantor.

WARNING

Unless you [purchaser] provide us [seller] with evidence of the insurance coverage as required by our contract or loan agreement, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate on the underlying contract or loan will apply to this added amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

1.14 Estoppel Certificates. Grantor, within five days of request therefore, shall furnish Trustee and Beneficiary a written statement, duly acknowledged, of the amount of the Obligations secured by this Trust Deed and whether any offsets or defenses exist against the Obligations secured hereby. If Grantor shall fail to furnish such a statement within the time allowed, Beneficiary shall be authorized, as Grantor's attorney-in-fact, to execute and deliver such statement.

ARTICLE 2 CONDEMNATION

Should the Trust Property or any part thereof be taken or damaged by reason of any public improvement, eminent domain, condemnation proceeding, or in any other manner (a

"Condemnation"), or should Grantor receive any notice or other information regarding such action, Grantor shall give immediate notice thereof to Beneficiary. Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefore ("Condemnation Proceeds") up to the full amount of the Obligations, and may appear in any Condemnation proceeding in its own or Grantor's name and make any settlement in connection therewith. Beneficiary may, at its option, apply the Condemnation Proceeds to the Obligations or release the proceeds to Grantor, on such terms and conditions as Beneficiary elects, for restoration of the Trust Property.

ARTICLE 3 LEASES AND RENTS

3.1 Assignment of Leases and Rents. Grantor assigns to Beneficiary all leases, rental contracts, and other agreements now or hereafter relating to the Trust Property or any portion thereof (the "Leases") and all rents and income derived therefrom (the "Rents"). Beneficiary shall have the right, but shall not be obligated, after the occurrence of an Event of Default, to notify any and all obligors under any of the Leases that the same have been assigned to Beneficiary; to discount, compromise, enforce, and collect the Leases and Rents; and to exercise any and all other rights and remedies of the lessor in connection with any of the Leases and Rents. Beneficiary shall have the right to use and apply any Rents received (1) for any costs and expenses incurred in connection with enforcing this assignment and collecting Rents; (2) for the maintenance of the Trust Property; and (3) for reduction of the Obligations in such order as Beneficiary shall determine. Beneficiary hereby gives Grantor a revocable license to collect and receive the Rents. Such license may be revoked by Beneficiary, without notice to Grantor, on the occurrence of any Event of Default under this Trust Deed. Grantor agrees not to collect any Rents more than 30 days in advance. This assignment shall not operate to place responsibility for the care, maintenance, or repair of the Trust Property on Beneficiary.

3.2 Attorney-in-Fact. Grantor irrevocably constitutes and appoints Beneficiary as its true and lawful attorney-in-fact, with power of substitution, to exercise any and all of the rights, powers, and authorities described in this Article 3 and to endorse any instruments given in payment of any Rents.

ARTICLE 4 SECURITY AGREEMENT AND FIXTURE FILING

To secure the Obligations, Grantor hereby grants to Beneficiary a security interest in all fixtures located on the Trust Property. This Trust Deed shall constitute a security agreement and fixture filing under the Uniform Commercial Code statutes of the state of Oregon. The mailing address of Grantor and the address of Beneficiary from which information may be obtained are set forth in the cover sheet of this Trust Deed.

ARTICLE 5 EVENTS OF DEFAULT; REMEDIES

5.1 Events of Default. Each of the following shall constitute an Event of Default under this Trust Deed and under each of the other Loan Documents:

(a) **Nonpayment.** Failure of Grantor to pay any of the Obligations on or within 20 days after the due date, provided, however, if the 20th day after the due date is on a weekend or legal holiday, the date of default shall be extended to the next business day.

(b) **Breach of Other Covenants.** Failure of Grantor to perform or abide by any other covenant included in the Obligations, including without limitation those covenants in the Note, in this Trust Deed, or in any other Loan Document.

(c) **Misinformation.** Falsity when made in any material respect of any representation, warranty, or information furnished by Grantor or its agents to Beneficiary in connection with any of the Obligations.

(d) **Other Default.** The occurrence of any other event of default under the Note, the Loan Documents, or any of the other Obligations.

(e) **Other Indebtedness, Secondary Financing.** Grantor's default beyond applicable grace periods in the payment of any other indebtedness secured by all or any portion of the Trust Property.

(f) **Bankruptcy.** The occurrence of any of the following with respect to Grantor, any guarantor of the Obligations, or the then-owner of the Trust Property: (a) appointment of a receiver, liquidator, or trustee for any such party or any of its properties; (b) adjudication as a bankrupt or insolvent; (c) filing of any petition by or against any such party under any state or federal bankruptcy, reorganization, moratorium, or insolvency law; (d) inability to pay debts when due; or (e) any general assignment for the benefit of creditors.

(g) **Transfer; Due-on-Sale.** Any sale, gift, conveyance, contract for conveyance, transfer, or assignment of the Trust Property, or any part thereof or any interest therein, either voluntarily, involuntarily, or by the operation of law (a "Transfer"), without Beneficiary's prior written consent. Any lease for a term in excess of three years, and any lease containing an option to purchase the Trust Property or any portion thereof, shall be a Transfer. The provisions of this subsection (7) shall apply to each and every Transfer, regardless of whether or not Beneficiary has consented or waived its rights in connection with any previous Transfer. Beneficiary may attach such conditions to its consent under this subsection (7) as Beneficiary may determine in its sole discretion, including without limitation an increase in the interest rate or the payment of transfer or assumption fees, and the payment of administrative and legal fees and costs incurred by Beneficiary.

5.2 Remedies in Case of Default. If an Event of Default shall occur, Beneficiary or Trustee, as the case may be, may exercise any one or more of the following rights and remedies, in addition to any other remedies that may be available by law, in equity, or otherwise:

(a) **Acceleration.** Beneficiary may declare all or any portion of the Obligations immediately due and payable.

(b) **Rents.** Beneficiary may revoke Grantor's right to collect the Rents, and may collect the Rents. Beneficiary shall not be deemed to be in possession of the Trust Property solely by reason of exercise of the rights contained in this subsection (2).

(c) **Power of Sale.** Beneficiary may direct Trustee, and Trustee shall be empowered, to foreclose the Trust Property by advertisement and sale under applicable law.

(d) **Foreclosure.** Beneficiary may judicially foreclose this Trust Deed and obtain a judgment foreclosing Grantor's interest in all or any part of the Trust Property.

(e) **Fixtures and Personal Property.** With respect to any fixtures or other property subject to a security interest in favor of Beneficiary, Beneficiary may exercise any and all of the rights and remedies of a secured party under the Uniform Commercial Code.

5.3 Sale. In any sale under this Trust Deed or pursuant to any judgment, the Trust Property, to the extent permitted by law, may be sold as an entirety or in one or more parcels and in such order as Beneficiary may elect. The purchaser at any such sale shall take title to the Trust Property or the part thereof so sold, free and clear of the estate of Grantor, the purchaser being hereby discharged from all liability to see to the application of the purchase money. Any person, including Beneficiary, may purchase at any such sale. Beneficiary is hereby irrevocably appointed Grantor's attorney-in-fact, with power of substitution, to make all appropriate transfers and deliveries of the Trust Property or any portions thereof so sold. Nevertheless, Grantor shall ratify and confirm any such sale or sales by executing and delivering to Beneficiary or to such purchaser or purchasers all such instruments requested by Beneficiary for such purpose.

5.4 Cumulative Remedies. All remedies under this Trust Deed are cumulative. Any election to pursue one remedy shall not preclude the exercise of any other remedy. No delay or omission in exercising any right or remedy shall impair the full exercise of that or any other right or remedy or constitute a waiver of any Event of Default.

5.5 Application of Proceeds. All proceeds from the exercise of the rights and remedies under this Article 5 shall be applied (1) to costs of exercising such rights and remedies; (2) to the Obligations, in such order as Beneficiary shall determine in its sole discretion; and (3) the surplus, if any, shall be paid to the clerk of the court in the case of a judicial foreclosure proceeding, otherwise to the person or persons legally entitled thereto.

5.6 Waiver of Right to Jury. THE GRANTOR AND EACH GUARANTOR IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING HEREAFTER INSTITUTED BY OR AGAINST THE BENEFICIARY, THE GRANTOR OR ANY GUARANTOR IN RESPECT OF THIS TRUST DEED, THE NOTE, OR ANY OTHER LOAN DOCUMENT.

5.7 Waiver of Right to Hearing. THE GRANTOR AND EACH GUARANTOR (i) ACKNOWLEDGE THAT THE TRANSACTION OF WHICH THIS TRUST DEED IS A PART IS A COMMERCIAL TRANSACTION AND (ii) TO THE EXTENT PERMITTED BY

ANY STATE OR FEDERAL LAW, WAIVE THE RIGHT ANY OF THEM MAY HAVE TO PRIOR NOTICE OF AND A HEARING ON THE RIGHT OF THE BENEFICIARY OF THIS TRUST DEED, OR ANY SUCCESSOR BENEFICIARY, TO ANY REMEDY OR COMBINATION OF REMEDIES THAT ENABLES SAID BENEFICIARY BY WAY OF FORECLOSURE, ATTACHMENT, GARNISHMENT OR REPLEVIN, TO DEPRIVE THE BORROWER OR ANY GUARANTOR OF ANY OF THEIR PROPERTY, AT ANY TIME, PRIOR TO FINAL JUDGMENT IN ANY LITIGATION INSTITUTED IN CONNECTION WITH THIS TRUST DEED

ARTICLE 6 GENERAL PROVISIONS

6.1 Time Is of the Essence. Time is of the essence with respect to all covenants and obligations of Grantor under this Trust Deed.

6.2 Reconveyance by Trustee. At any time on the request of Beneficiary, payment of Trustee's fees, if any, and presentation of this Trust Deed, without affecting the liability of any person for payment of the Obligations, Trustee may reconvey, without warranty, all or any part of the Trust Property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals therein of any facts shall be conclusive proof of the truthfulness thereof.

6.3 Notices. Except as otherwise provided in this Trust Deed, all notices shall be in writing and may be delivered by hand, or mailed by first-class certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at its address set forth at the outset of this Trust Deed. Any party may change its address for such notices from time to time by notice to the other parties. Notices given by mail in accordance with this paragraph shall be deemed to have been given on the date of mailing; notices given by hand shall be deemed to have been given when actually received.

6.4 Substitute Trustee. In the event of dissolution or resignation of Trustee, Beneficiary may substitute one or more trustees to execute the trust hereby created, and the new trustee(s) shall succeed to all the powers and duties of the prior trustee(s).

6.5 Trust Deed Binding on Successors and Assigns. This Trust Deed shall be binding on and inure to the benefit of the heirs, legatees, personal representatives, successors, and assigns of Grantor, Trustee, and Beneficiary.

6.6 Indemnity. Grantor shall, to the fullest extent allowed by law, hold Beneficiary and Trustee and, if either is a corporation or other legal entity, their respective directors, officers, employees, agents, and attorneys harmless from and indemnify them for any and all claims, demands, damages, liabilities, and expenses, including but not limited to attorney fees and court costs, arising out of or in connection with Trustee's or Beneficiary's interests and rights under this Trust Deed.

6.7 Expenses and Attorney Fees. Grantor shall pay all fees and expenses, taxes, assessments, and charges arising out of or in connection with the execution, delivery, and recording of this Trust Deed. If Beneficiary refers any of the Obligations to an attorney for collection or seeks legal advice following a default; if Beneficiary is the prevailing party in any litigation instituted in connection with any of the Obligations; or if Beneficiary or any other person initiates any judicial or nonjudicial action, suit, or proceeding in connection with any of the Obligations or the Trust Property (including but not limited to bankruptcy, eminent domain, or probate proceedings), and a lawyer is employed by Beneficiary to appear in any such proceeding or seek relief from a judicial or statutory stay, or otherwise enforce Beneficiary's interests, then in any such event Grantor shall pay reasonable attorney fees, costs, and expenses incurred by Beneficiary in connection with the above mentioned events and any appeals. Such amounts shall be secured by this Trust Deed and, if not paid on demand, shall bear interest at the rate specified in the Note.

6.8 Applicable Law. This Trust Deed shall be governed by the laws of the state of Oregon.

6.9 Person Defined. As used in this Trust Deed, the word *person* shall mean any natural person, partnership, trust, corporation, or other legal entity of any nature.

6.10 Severability. If any provision of this Trust Deed shall be held to be invalid, illegal, or unenforceable, the other provisions of this Trust Deed shall not be affected.

6.11 Entire Agreement. This Trust Deed and the other Loan Documents contain the entire agreement of the parties with respect to the Trust Property. No prior agreement or promise made by any party to this Trust Deed that is not contained herein or in the other Loan Documents shall be binding or valid.

6.12 Joint and Several Liability. If this Trust Deed is executed by two or more persons as Grantor, all of such persons shall be liable, jointly and severally, for payment of all sums and performance of all other covenants in this Trust Deed.

6.13 Standard for Discretion. If this Trust Deed is silent on the standard for any consent, approval, determination, or similar discretionary action, the standard shall be sole and unfettered discretion as opposed to any standard of good faith, fairness, or reasonableness.

6.14 ORS 93.040 Warning. 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 LAWSUTTS
AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

GRANTOR:

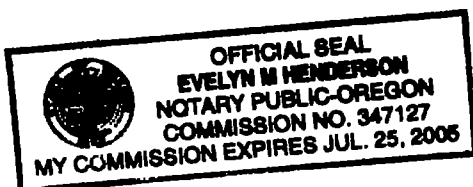
GILCHRIST WEST, LLC

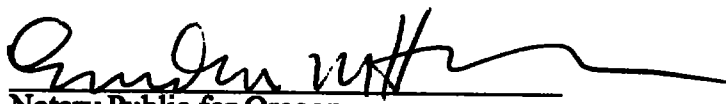
By: _____
Its: JOHN S. ERNST

STATE OF OREGON

County of Deschutes) ss.

The foregoing instrument was acknowledged before me this 1 day of
June, 2004, by JOHN S. ERNST the authorized representative of Gilchrist West,
LLC.



_____
Notary Public for Oregon
My commission expires: 7-25-05

36023

Exhibit "A"

Legal Description

Real property in the County of Klamath, State of Oregon, described as follows:

Parcel One:

That portion of the NW 1/4 NE 1/4 in Section 30, Township 24, South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying East of the Deschutes River and West of Vacated Outlots of Crescent.

Parcel Two:

Parcel 1 of Major Partition Plat No. 53-91, situate in Section 19, Township 24, South, Range 9 East of the Willamette Meridian, records of Klamath County, Oregon.

Tax Parcel Number: R878728

EXHIBIT B

EXCEPTIONS TO TITLE

Agreement, by and between Gilchrist Timber Company and The Shevlin-Hixon Company, dated August 12, 1943, recorded October 25, 1943, in Volume 159 on page 300, Deed records of Klamath County, Oregon. As Modified in document recorded February 29, 1952, in volume 253 on page 222, Deed records of Klamath County, Oregon.

Limited access provisions contained in Deed from Gilchrist Timber Co. to the State of Oregon, by and through its Department of Transportation recorded March 20, 1952 in Deed Volume 253 on page 525, records of Klamath County, Oregon Deed of Records, which provides that no right of easement or right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property.

Easement, including terms and provisions contained therein:

Recording Information: 340 on page 224, records of Klamath County, Oregon
In Favor of: Cascade Natural Gas Company
For: gas line

Easement, including terms and provisions contained therein:

Recording Information: M-88 on page 9373, records of Klamath County, Oregon
In Favor of: Cascade Natural Gas Corporation
For: gas line

Terms and provisions in Access Easement and Purchase Option Agreement by and between Crown Pacific Lumber Limited Partnership, an Oregon limited partnership and Ernst Brothers Corporation, an Oregon corporation, dated October 4, 1991, recorded October 4, 1991, in Volume M-91 on page 20336, Deed records of Klamath County, Oregon.

Water System Agreement and Easement, including the terms and provisions thereof by and between Crown Pacific Lumber Limited Partnership, an Oregon limited partnership, Crown Pacific (Oregon) Limited Partnership, an Oregon limited partnership, and Ernst Brothers Corporation, an Oregon corporation, dated October 4, 1991, recorded October 4, 1991, in Volume M-91 on page 20345, Deed records of Klamath County, Oregon.

Easement, including terms and provisions contained therein:

Recording Information: M-95 on page 9088, records of Klamath County, Oregon.
In Favor of: Crescent Water Association
For: water line

Any adverse claim based upon the assertion that some portion of said land has been removed from or brought within the boundaries thereof by an avulsive movement of the Deschutes River or has been formed by the process of accretion or reliction or has been created by artificial means or has accreted to such portion so created.

Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the mean high water mark of Deschutes River and the ownership of the State of Oregon in that portion lying below the high water mark of Deschutes River.

Limited access provisions contained in Deed between Gilchrist Timber Company and the State of Oregon, by and through its Department of Transportation recorded April 2, 1968, in M-68 on page 2582, records of Klamath County, Oregon Deed of Records, which provides that no right of easement or right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property.

Easement, including terms and provisions contained therein:

Recording Information: M-79 on page 26327, records of Klamath County, Oregon

In Favor of: Department of Transportation, Highway Division

For: access

36025

Easement, including terms and provisions contained therein:

Recording Information: M-89 on page 11690, records of Klamath County, Oregon

In Favor of: Midstate Electric Cooperative, Inc.

For: power line

Agreement, including the terms and provisions thereof, by and between Gilchrist Timber Company, a Delaware corporation, and Country Cablevision, Ltd., an Oregon corporation, dated March 4, 1988, recorded September 17, 1991, in Volume M-91 on page 18726, records of Klamath County, Oregon.