

EA

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



TRUST DEED

Brandon C. Roberts
1916 Eldorado Blvd.
Klamath Falls, OR 97601
Grantor's Name and Address
Winema Electric, Inc.
735 Commercial Street
Klamath Falls, OR 97601
Beneficiary's Name and Address

After recording, return to (Name, Address, Zip):
Brandsness, Brandsness & Rudd
411 Pine Street
Klamath Falls, OR 97601

2008-008167
Klamath County, Oregon

00047419200800081670030031

SPACE RESE
FOR
RECORDED'S

06/05/2008 08:06:44 AM

Fee: \$31.00

2008-008309

Klamath County, Oregon



00047590200800083090030030

06/06/2008 03:56:50 PM

Fee: \$31.00

THIS TRUST DEED, made on June 4, 2008, between Brandon C. Roberts

First American Title Insurance Company, as Grantor,
Winema Electric, Inc., an Oregon corporation, as Trustee, and

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee, in trust, with power of sale, the property in Klamath County, Oregon, described as:

*being re-recorded to correct scribble error on 2008-008167 to add date

See attached Exhibit "A"

Subject to Deed of Trust recorded April 12, 2005 in Volume M05 Page 25296, records of Klamath County, Oregon; Deed of Trust recorded February 2, 2007 in Volume 2007 Page 001857, records of Klamath County, Oregon; and Deed of Trust in favor of Larry J. Blomquist and Judy L. Blomquist, Trustees of the Blomquist Family Trust, UAD 3/9/04. *recorded June 6, 2008*
document number 2008- 8308

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in any way 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~~
account payable of Jack Roberts Building*, Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest, if not sooner paid, to be due and payable on July 25, 2008.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable. Should the grantor either agree to, attempt to, or actually sell, convey, or assign all (or any part) of the property, or all (or any part) of grantor's interest in it without first obtaining 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. The execution by grantor of an earnest money agreement** does not constitute a sale, conveyance or assignment.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; and not to commit or permit any waste of the property.
2. To complete or restore promptly and in good and habitable condition 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 the 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 the property against loss or damage by fire and other hazards, as the beneficiary may from time to time require, in an amount not less than \$ ~~full insurable value~~, written by one or more companies acceptable to the beneficiary, with loss payable to the latter. All policies of insurance shall be delivered to the beneficiary as soon as issued. If the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may procure the 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 the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges becomes 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 the 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 the 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. 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. 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 shall constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust, 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 and attorney 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 or any suit or action related to this instrument, including but not limited to its validity and/or enforceability, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney fees. The amount of attorney fees mentioned in this paragraph in all cases shall be fixed by the trial court, and in the event of an appeal from any judgment or decree 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 fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of the 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 in excess of the amount required to pay all reasonable costs, expenses and attorney fees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney 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. 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.

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 State of Oregon, or any agent, branch or affiliate of any escrow agent licensed under ORS 696.505 to 696.585.

*The publisher suggests that such an agreement address the issue of obtaining beneficiary's consent in complete detail.

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE WHICH IT
secures. Both should be delivered to the trustee for cancellation
before recovery can be made.

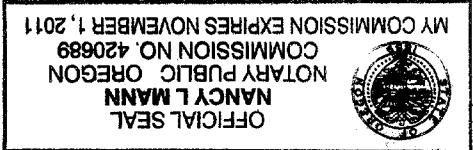
DAILED

nated by the terms of the trust deed, the estate now held by you under the same. Mail the recovery and documents to
of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to recover, without warranty, to the parties desig-
and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed, to cancel all evidence
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.

TO:

Trustee

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



My commission expires
NOTARY PUBLIC FOR OREGON
[Signature]

This instrument was acknowledged before me on June 4, 2008
by Brandon C. Roberts

STATE OF OREGON, County of Klamath
(ss.)
This instrument was acknowledged before me on June 4, 2008
by Brandon C. Roberts

Act is not required, disregard this notice.
Regulation by making required disclosures, if compliance with the Act and
a credititor as such word is defined in the Uniform-Lender
(b) is inapplicable. If warranty (a) is applicable and the beneficiary is
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 here-
of apply equally to corporations and to individuals.

In constituting this trust deed, it is understood that the grantor, trustee and/or beneficiary may each be more than one person; that if the context so requires, the
catty herein.
singular beneficiary shall mean the holder and owner, including pledgee, or the contract secured hereby, whether or not named as a benefit-
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 benefit-
This deed applies to, unless to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives,
(b) for an organization, or even if grantor is a natural person) are for business or commercial purposes.
(a) NOTARIAL ACTS AND NOTARIAL PRACTICES ARE NOT SUBJECT TO STATE OR LOCAL REGULATIONS.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are (choose one): *
ble law.

WARNING: Unless grantor provides beneficiary with evidence of insurance coverage as required by the contract or loan
and may not satisfy any need for property damage coverage or any mandatory liability insurance imposed by applica-
age. The coverage beneficiary purchases may be the date grantor's prior coverage lapses or the date grantor might otherwise obtain alone
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 contract or loan matures. If it is so added, the interest rate on the cost of any insurance coverage purchased by beneficiary, which cost may
property coverage elsewhere. Grantor may later cancel the coverage by providing evidence that grantor has obtained
pay any claim made by or against grantor. Grantor may also protect grantor's interest. If the collateral becomes damaged, the coverage purchased by beneficiary may not
may, but need not, also provide beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance
agreement between them, beneficiary may purchase insurance at grantor's expense to protect beneficiary's interest. This insurance
WARRANTY: The grantor warrants that the successor or assignee to any successor trustee appointed hereunder. Upon
forever defend the same against all persons whomsoever.

The grantor covenants to and agrees with the beneficiary and the successor in interest attached hereto, and that the grantor will warrant and
real property held as a valid, uncompromised title thereon, except as may be set forth in any addendum or exhibit attached hereto, and that the grantor will simple of the
any party holding record title to the property is situated, shall be conclusive proof of grantor's record title. Trustee is not obliged to notify
records of the county of counties in which the property is situated, shall be conclusive proof of grantor's record title. Trustee is not obliged to notify
such appointment, and without covariance to the successor shall be vested with all title, powers and duties conferred upon any trustee herein named
such appointment. Beneficiary shall be entitled to the services of the successor or assignee to any successor trustee appointed hereunder. Upon
16. Beneficiary may, from time to time, appoint a successor or assignee to any successor trustee to any successor named herein or to any successor in interest appointed hereunder. Upon
successor in interest entitled to such surplus.

complaint of the trustee in the trust deed as his or her record title to the property so sold, but without any covenant
sequestration to the interest of the trustee in the trust deed as his or her record title to the property so sold, or to the grantor, or to any
successor in interest entitled to such surplus.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to pay expenses of sale, including the
costs, payable to the trustee in one place or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for
provided by any other person so privileged may cure the defect in the title of the property so sold, but without any covenant
14. Otherwise, the sale shall be held on the date of sale or the time to which the sale may be postponed as
provided by the trustee and beneficiary, may purchase at the sale.

13. After the trustee has commenced foreclosure proceedings against the property so sold, but without any covenant
deed, together with trustee and attorney fees not exceeding the amounts provided by the
deed, together with trustee and attorney fees not exceeding the amounts provided by the
curing the default that is capable of being remedied, the trustee shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust
Any other default that is capable of being remedied by the trustee shall pay to the beneficiary the performance required under the obligation of the trust deed. In any case, in addition to
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 had no effect on the highest bidder for
grantor of any other person so privileged, the trustee shall sell the parcel or parcels at auction to the highest bidder for
provided by any other person so privileged may cure the defect in the title of the property so sold, but without any covenant
12. Upon default by grantor in payment of any indebtedness secured hereby or in grantor's performance of any agreement herein contained, the trustee shall not cure or waive any default or
notice of default under or in payment of any award or damage done pursuant to such notice.

11. The entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fine and other insurance poli-
cies or compensation plan and attorney fees, upon any mortgage held hereby, and such other as beneficiary may determine.
10. Upon any default by grantor in payment of any sum secured hereby, 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 payment of any sum secured hereby, the trustee shall be entitled to foreclose on the property or to sue for any sum secured by
with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such event, the beneficiary
may declare to proceed to foreclose this trust deed for the benefit of the trustee to recover the sum secured by the beneficiary, the trustee
trustee to pursue any other right of remedy. If the default consists of a failure to pay, when due, sums secured by the trustee, the trustee
may declare to proceed to foreclose this trust deed for the benefit of the trustee to recover the sum secured by the trustee, the trustee
trustee to sue for any sum secured hereby, 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 payment of any sum secured hereby, the trustee shall be entitled to foreclose on the property or to sue for any sum secured by the trustee.

9. Any sum paid by the trustee to the beneficiary for the payment of any sum secured hereby, 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 payment of any sum secured hereby, the trustee shall be entitled to foreclose on the property or to sue for any sum secured by the trustee.

8. Any sum paid by the trustee to the beneficiary for the payment of any sum secured hereby, 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 payment of any sum secured hereby, the trustee shall be entitled to foreclose on the property or to sue for any sum secured by the trustee.

7. Any sum paid by the trustee to the beneficiary for the payment of any sum secured hereby, 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 payment of any sum secured hereby, the trustee shall be entitled to foreclose on the property or to sue for any sum secured by the trustee.

6. Any sum paid by the trustee to the beneficiary for the payment of any sum secured hereby, 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 payment of any sum secured hereby, the trustee shall be entitled to foreclose on the property or to sue for any sum secured by the trustee.

5. Any sum paid by the trustee to the beneficiary for the payment of any sum secured hereby, 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 payment of any sum secured hereby, the trustee shall be entitled to foreclose on the property or to sue for any sum secured by the trustee.

EXHIBIT "A"

PARCEL 1:

A PARCEL OF LAND LOCATED IN THE SE1/4 OF SECTION 20, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING A PORTION OF LOT 15, BLOCK 8, ELDORADO 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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEASTERLY CORNER OF LOT 15, BLOCK 8, ELDORADO ADDITION TO THE CITY OF KLAMATH FALLS, OREGON; THENCE ALONG THE LOT LINE COMMON TO LOTS 15 AND 16 NORTH 24° 25' 52" EAST 64.58 FEET; THENCE SOUTH 33° 54' 45" WEST 67.90 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF SAID LOT 15; THENCE FOLLOWING SAID LOT LINE 11.44 FEET ALONG THE ARC OF A 353.30 FOOT RADIUS CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS SOUTH 77° 37' 40" EAST 11.44 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

LOT 16, BLOCK 8, ELDORADO 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.

EXCEPTING THEREFROM A PARCEL OF LAND LOCATED IN THE SE1/4 OF SECTION 20, TOWNSHIP 38 SOUTH, RANGE 9 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON; SAID PARCEL BEING A PORTION OF LOT 16, BLOCK 8, ELDORADO 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, AND AN ADJACENT PORTION OF VACATED PEACH STREET, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE LOT LINE COMMON TO LOTS 15 AND 16, BLOCK 8 IN SAID ELDORADO ADDITION FROM WHICH THE SOUTHERLY LOT CORNER COMMON TO SAID LOTS 15 AND 16 BEARS SOUTH 24° 25' 52" WEST 64.58 FEET; THENCE ALONG SAID LOT LINE AND THE EXTENSION THEREOF NORTH 24° 25' 52" EAST 41.69 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF ELDORADO BOULEVARD; THENCE FOLLOWING SAID RIGHT-OF-WAY LINE 12.72 FEET ALONG THE ARC OF A 1,493.96 FOOT RADIUS CURVE TO THE LEFT, THE LONG CHORD OF WHICH BEARS SOUTH 39° 29' 40" EAST 12.72 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 43° 56' 10" WEST 30.60 FEET; THENCE SOUTH 33° 54' 45" WEST 7.36 FEET TO THE POINT OF BEGINNING.

Disclaimer. The foregoing Trust Deed has been prepared by Andrew C. Brandsness of Brandsness, Brandsness & Rudd, P.C. at the request of both the Grantor and the Beneficiary, who have been advised to seek their own independent legal and financial advice. The Grantor and Beneficiary hereby acknowledge that they are not depending upon said attorneys for legal or financial advice.

*References to note or promissory note contained in this Trust Deed refer to the account payable of Jack Roberts Building.