

TRUST DEED

1986, between

THIS TRUST DEED, made this 11th day of _____
TOWLE PRODUCTS, INC., a California corporation _____, as Trustee, and

as Grantor, **MOUNTAIN TITLE COMPANY** of Klamath County, as Trustee, and
ROBERT A. RADONSKI, a single man

WITNESSETH:

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

Lot 17, Block 22, Klamath Falls Forest
Estates Highway 66 Unit, Plat. No. 1 as
recorded in Klamath County, Oregon

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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 said real estate.

IN WITNESS WHEREOF, the said grantor has hereunto set his hand and seal of office, and the said seal of the said county, at the City of New York, this _____ day of _____, 19____.

[Signature of Grantor]

[Signature of Notary]

NOTARY PUBLIC IN AND FOR THE STATE OF NEW YORK

[illegible]

note of even date herewith, payable to beneficiary or order and made by grantor, the final installment of said note is due and payable on the date, stated above, on which the final installment of said note is due.

The date of maturity of the debt secured by this instrument is _____.

The above described real property is not covered by the security of this trust deed, grantor agrees:

To protect the security of this trust deed, grantor, as trustee, covenants and agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; and not to permit any waste of said property.

2. To complete or restore promptly and in good and proper manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. comply with all laws, ordinances, regulations, covenants, restrictions, and restrictions affecting said property; if the beneficiary so requests, to execute and recording such financing as may be required and to pay for filing same in the public office as the beneficiary may require and as the cost of all such searches made in the public office or offices as well as the cost of all such searches made in the proper public office or searching agencies as may be deemed desirable by the beneficiary; and to provide and continuously maintain insurance on the buildings and contents thereof against loss or damage by fire, theft, and other causes.

proper public office or by filing officers or searching agencies as may be beneficiary.

[illegible]

5. To keep said premises free from construction liens and to pay assessments and other charges that may be levied or assessed upon

[illegible]

render all sums secured by this trust deed immediately constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of the trustee in connection with or in enforcing this obligation and trustee's and attorney's actually incurred. The trustee shall defend any action or proceeding purporting to affect the title to the property of the trust and in any

7. To appear in and defend any action or proceeding in which the security rights of the beneficiary or trustee may appear, including the costs and expenses actually incurred.

17. The security rights or powers of the beneficiary or trustee may appear to be affected by the procedure in which the deed is to be executed, to pay all costs and expenses of action or proceeding in which the deed is to be executed, and to pay the attorney's fees and any suit for the foreclosure of the beneficiary's or trustee's lien in all cases, including evidence of title and the beneficiary's or trustee's appeal from any judgment, including amount of attorney's fees mentioned in this paragraph 7 in all cases, the amount of attorney's fees and in the event of an appeal from any judgment, as fixed by the trial court, and in the event of an appeal from any judgment, as fixed by the trial court, grantor further agrees to pay such sum as the appellate court shall adjudicate reasonable as the beneficiary's or trustee's new fees on such appeal.

It is mutually agreed that:

[illegible]

9. At any time and from time to time upon the demand of the beneficiary, payment of its full and presentation of this deed and the endorsement (in case of full reconveyances, for cancellation), without the liability of any person for the payment of the indebtedness, trust

[illegible][illegible]

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.

[illegible]

hereby, whereupon the trustee has commenced foreclosure by advertisement
thereof as then required by law and process in the manner provided in ORS 86.735 to 86.795.

[illegible]

14. Otherwise, the sale shall be held on the day to which said sale is adjourned, at the place designated in the notice of sale or the time to which said sale is adjourned, and the sale may be postponed as provided by law. The trustee may sell said parcel or parcels in whole or in separate parcels and shall sell the time of sale. The sale may be postponed as provided by law. The sale may be postponed as provided by law. The sale may be postponed as provided by law.

[illegible]

plied. The recitals in the deed shall be true and correct. Any person, excluding the grantor and beneficiary, may purchase at the sale.

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16. Beneficiary may from time to time appoint or to any successor trustee appointed by him or her without conveyance to the said beneficiary and without powers and duties of

... upon any trustee named herein, and without conveyance and duties under. Upon such appointment, and with all title, powers and duties under, the latter shall be vested with all title, powers and duties under, the trustee herein named or appointed hereunder. Each such appointment, the trustee shall be made by written instrument, executed by the mortgagor, and substitution shall be made by written instrument of the county or counties, which, when recorded in the mortgage records of the county or counties, shall be conclusive proof of proper appointment of the trustee. When this deed, duly executed by the mortgagor, is recorded in the mortgage records of the county or counties, it shall be conclusive proof of proper appointment of the trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is obligated to notify any party hereto of pending sale under any other trust or of any action or proceeding in which grantor, beneficiary or trustee is or may be involved, unless such action or proceeding is brought by trust.

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 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.

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The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto and that he will warrant and forever defend the same against all persons whomsoever.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:
(a) ~~primarily for the grantor's personal, family or household purposes (see Important Notice below)~~,
(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 deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA) ss.

TOWLE PRODUCTS, INC., a California corporation

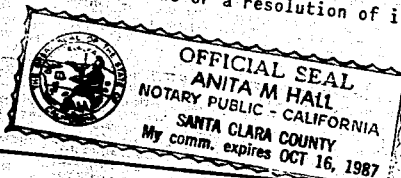
HOWARD PHILIP MARKS, President

KATHLEEN EMERY MARKS, Secretary

On August 11, 1986, before me, the undersigned, a Notary Public in and for said State, personally appeared HOWARD PHILIP MARKS, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the President, and KATHLEEN EMERY MARKS, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the Secretary of the Corporation that executed the within instrument and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Anita M. Hall
Notary Public



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 said 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 said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to

DATED:

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Beneficiary

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.

TRUST DEED

(FORM No. 881-1)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

TOWLE PRODUCTS INC.

Grantor

ROBERT A. RADONSKI

Beneficiary

AFTER RECORDING RETURN TO
Robert A. Radonski
500 Galice Road
Merlin, OR 97532

SPACE RESERVED
FOR
RECORDER'S USE

Fee: \$9.00

STATE OF OREGON,
County of Klamath

I certify that the within instrument was received for record on the 9th day of September, 1986, at 12:03 o'clock P.M., and recorded in book/real/volume No. M86 on page 16236 or as fee/file/instrument/microfilm/reception No. 65732, Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
NAME
By *Ann Smith* TITLE Deputy

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