75071 [illegible] Vol. M91 Page 9320

THIS TRUST DEED, made this 25th day of [illegible], 19 91, between [illegible], a California corporation

as Grantor, [illegible] TITLE COMPANY of Klamath County, as Trustee, and [illegible] and [illegible], his wife as Tenants by the Entirety

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 44, Block 15, First Addition to Klamath Forest Estates as recorded in Klamath County, Oregon

[illegible]

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of SIXTEEN [illegible] AND [illegible]/100 [illegible] 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 hereof, if not sooner paid, to be due and payable April [illegible], 19 92.

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. [illegible]

[illegible]

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

1. [illegible]

[illegible]

NOTE: [illegible]

The grantor covenants to 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 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.

To protect the security of this trust deed, grantor agrees: To keep said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said 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. To provide and continuously maintain insurance on the buildings now or hereafter erected on said property 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 $ ..... written in companies acceptable to the beneficiary, with loss payable first to the beneficiary as its interests may appear and then to the grantor, all policies of insurance shall be delivered to the beneficiary as soon as insured; if the 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 the same at grantor's expense. To keep said property 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 amounts 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 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; in such event and upon written request of beneficiary, trustee shall foreclose this trust deed in the manner provided by law for the foreclosure of mortgages on real property and prescribe that the property will be sold to satisfy the obligations secured hereby.

To appropriate any award of damages for the taking of or injury to the property or any part thereof in any condemnation proceeding or proceeding in lieu of condemnation and to apply such amounts received by it in payment of costs, attorney's fees, reporter's fees, appraisers' fees, title insurance premiums and all other charges and expenses paid or incurred by beneficiary or trustee in connection with or in enforcing this obligation and trust deed, and to apply the balance of such amounts received by it in payment of the obligations secured hereby in such order as beneficiary may determine.

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 reconveyance, for cancellation), without affecting the liability of any person for the payment of the obligations herein described, and without affecting the security hereof for the full amount secured hereby on all property remaining subject hereto, the trustee may (a) consent to the making of any map or plat of the 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.

After the lien hereof has been fully paid and satisfied, and upon written request of beneficiary, trustee shall reconvey, without warranty, to the parties designated by the terms of this trust deed, the estate now held by it hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as the "person or persons legally entitled thereto."

Upon default by grantor in payment of any indebtedness secured hereby or in the 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 and upon written request of beneficiary, trustee may sell the property at public auction to the highest bidder for cash, in accordance with law relating to sales of real property by power of sale. Any person, excepting the trustee, may bid at the trustee's sale. In the event of such sale, the trustee shall apply the proceeds thereof as follows: (1) to the expenses of the sale, including a reasonable charge by the trustee and a reasonable attorney's fee if the trustee employs counsel; (2) to the obligations secured by this trust deed; (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed, 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.

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

TOOLE PRODUCTS, INC., a California corporation

DUNCAN THOMAS JOSEPH, President

CHARLOTTE ANNE JOSEPH, Secretary

STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } ss.

On March 26, 1987 before me, the undersigned, a Notary Public in and for said State, personally appeared DUNCAN THOMAS JOSEPH, 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 CHARLOTTE ANNE JOSEPH, 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.

Notary Public

OFFICIAL SEAL
ANITA M. HILL
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My commission expires Jan 14, 1989

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: ..... 19 ....

..... 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

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

Toole Products Inc.
Grantor

Duncan T. Joseph and
Annabelle B. Joseph
Beneficiary

After recording, return to:

Duncan T. & A. B. Joseph
751 Ivy Drive, #1
Oakland, Ca. 94606

SPACE RESERVED FOR RECORDER'S USE

Fee: 99.00

STATE OF OREGON, County of ..... } ss.

I certify that the within instrument was received for record on the ..... day of ..... 19 ..... at ..... o'clock ..... M., and recorded in book/reel/volume No. ..... on page ..... or as fee/file/instrument/microfilm/reception No. ..... Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Name ..... Title .....

By ..... Deputy