

DATE: December 1, 1987

PARTIES: KLAMATH COLD STORAGE, INC.
661 Spring Street
P. O. Box 1210
Klamath Falls, OR 97601

TRUSTEE

KLAMATH COUNTY TITLE COMPANY
422 Main Street
Klamath Falls, OR 97601

TRUSTEE

RUTH TEASDEL
501 Hampton
Piedmont, CA 94611

BENEFICIARY

RECITALS:

A. Grantor is the owner of real property described on Exhibit "A" hereto, including all appurtenances, buildings and existing or future improvements located thereon and all fixtures and attachments thereto, all of which real property is hereinafter referred to as "the Trust Property."

B. Beneficiary has agreed to lend to Grantor and Truman Passmore, and Grantor and Truman Passmore has agreed to borrow from Beneficiary, the sum of \$200,000.00 upon the terms and conditions set out herein and in a promissory note (the Note) dated concurrently with this Trust Deed with the final payment due on the 1st day of December, 2007, which is the maturity date of this Trust Deed. Grantor has agreed to deed to Trustee the Trust Property to secure punctual payment of the Note and any other indebtedness owing by Grantor to Beneficiary and to secure performance of all of Grantor's obligations under the Note, under this Trust Deed and under any other instruments evidencing an indebtedness of Grantor to Beneficiary.

THEREFORE, to secure payment by Grantor of the indebtedness to be evidenced by the Note in strict accordance with its terms, including payment of interest thereon and payment of any prepayment penalty for which provision is made in the Note, and performance by Grantor of the covenants contained herein and in the Note by it to be performed, and to secure payment of any other indebtedness of Grantor to Beneficiary which arises directly or indirectly out of the Note or this Trust Deed, Grantor hereby grants, bargains, sells and conveys to the Trustee, in trust, with power of sale, the Trust Property and presently assigns the rents, revenues, income, issues and profits therefrom to the Trustee, its successors and its assigns, upon the terms set forth herein.

PROVIDED, HOWEVER, that until the occurrence of an event of default, Grantor may remain in control of and operate and manage the Trust Property and collect and enjoy the rents, revenues, income, issues and profits therefrom; and

PROVIDED, FURTHER, that if Grantor shall make all payments for which provision is made in the Note in strict accordance with the terms thereof and shall perform all of the covenants contained herein, and shall make all payments due on any other indebtedness and shall perform all of the covenants contained in the Note and this Trust Deed, then Trustee shall

execute and deliver to Grantor, without warranty, a reconveyance of the Trust Property.

The parties covenant and agree as follows:

SECTION 1. GRANTOR'S COVENANTS AND WARRANTIES

1.1 Payment of the Note. Grantor will make all payments of the interest and principal for which provision is made in the Note, and in any note or notes given in renewal or replacement thereof, or in any other instance of default, promptly as such payments become due and payable and will pay the unpaid balance of the Note upon maturity.

1.2 Warranty of Title. Grantor warrants that it holds good and merchantable title to the Trust Property subject to no liens or encumbrances other than those set forth on Exhibit B hereto. Grantor covenants with Beneficiary that it will defend Beneficiary's and Trustee's rights hereunder against the claims and demands of all persons.

1.3 Use of Loan Proceeds. Grantor warrants that the proceeds of the loan represented by the Note and this Trust Deed are not to be used for Grantor's personal, family, household or agricultural purposes. The proceeds are to be used for business or commercial purposes other than agricultural purposes.

1.4 Use of Trust Property. Grantor covenants and warrants that the Trust Property is not currently used for agricultural, timber or grazing purposes. Grantor further covenants and warrants that the current use of the Trust Property is in compliance with all laws, ordinances and regulations of all governmental authorities.

1.5 Taxes and Assessments; Liens and Claims.

1.5.1 Payment. Grantor shall pay, when due, all taxes and all assessments imposed against the Trust Property and all claims and demands arising from the Grantor's use or occupancy of the Trust Property.

1.5.2 Protection of the Trust Property From Liens. Grantor shall not permit any lien prior or equal to the Trustee's title to be imposed upon the Trust property, or any prior lien to be increased, except liens for taxes or assessments assessed but not yet due.

1.5.3 Grantor's Right to Contest. Grantor may withhold payment of any taxes, assessments, claims or demands or may elect to contest any lien if Grantor is in good faith conducting appropriate proceedings to contest its obligation to pay and for so long as the Beneficiary's interest in the Trust Property is not jeopardized. If the Trust Property is subjected to a lien which is not discharged within thirty (30) days from the date that the notice of claim of lien is filed, Grantor shall deposit or cause to be deposited with Beneficiary cash, a sufficient corporate surety bond or other security reasonably satisfactory to Beneficiary in an amount adequate to provide for discharge of the lien plus any interest, cost, attorney fees or other charges that could accrue as a result of foreclosure or sale. In any contest Grantor shall, at Grantor's expense, defend itself, Trustee and Beneficiary and shall satisfy any final adverse judgment before enforcement against the Trust Property.

1.5.4 Evidence of Payment of Taxes or Assessments. Upon payment of real property taxes and assessments

2. TRUST DEED

Grantor shall furnish to Beneficiary evidence of payment of such taxes and assessments. Grantor hereby authorizes the appropriate city or county official to deliver to Trustee and Beneficiary at any time a written statement of the taxes and assessments against the Trust Property.

1.6 Insurance.

1.6.1 Property Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacements cost basis covering all buildings and improvements, including additions thereto and replacements thereof, in an amount sufficient to avoid application of any coinsurance clause and with loss payable to Beneficiary. The amount of insurance shall, in no event, be less than the amount of principal owed on the Note, or other instance of indebtedness.

1.6.2 Insurance Companies, Policies and Certificates. Both the insurance company providing the policy required by this Section 1.6 and the form of the policy must be acceptable to Beneficiary. Within fifteen (15) days Grantor shall deliver to Beneficiary a certificate of coverage from the insurer issuing the policy required by paragraph 1.6.1 containing a stipulation that coverage will not be canceled or diminished without a minimum of 10 days advance written notice to Beneficiary. Grantor shall deliver to Beneficiary at least 10 days prior to the expiration of any insurance policy required by this Section 1.6 a certificate showing the placement of a renewal or substitute policy of insurance.

1.6.3 Notice of Loss. In the event of loss, Grantor shall immediately notify Beneficiary, which may make proof of loss if it is not made promptly by Grantor.

1.6.4 Insurance Proceeds. Insurance proceeds shall be paid directly to Beneficiary which may deal directly with any insurance company. If Beneficiary, by reason of such insurance, receives any money for loss or damage, such amount may, at the option of Beneficiary, either: (i) be retained and applied by Beneficiary toward payment of all or part of the indebtedness secured by this Trust Deed in such order as Beneficiary may determine, without regard to whether or not the security of Beneficiary is impaired, or (ii) be paid over wholly or in part to the Grantor upon such conditions as Beneficiary may determine for the repair of buildings or improvements located on the Trust Property or for the erection of new buildings or improvements in their place or for any other purpose or object satisfactory to Beneficiary. If Beneficiary elects to pay all or a portion of the insurance proceeds to Grantor, Beneficiary shall not be obligated to see to the proper application or any amount paid to Grantor.

1.7 Use, Maintenance and Alterations.

1.7.1 Duty to Maintain. Grantor shall maintain the Trust Property in good condition and repair and promptly perform all repairs and maintenance necessary to preserve its value.

1.7.2 Waste; Nuisance. Grantor shall not conduct or permit any nuisance on the Trust Property nor commit or suffer any strip or waste thereof. Further, Grantor shall refrain from storing on or discharging from or onto the Trust Property any hazardous wastes or toxic substances as defined in 42 USC §§9601-9657.

1.7.3 Removal of Improvements. Grantor shall not demolish or remove any improvements on the Trust Property without

prior written consent of Beneficiary but Grantor may make alterations which it deems necessary for the purpose of renting the Trust Property.

1.7.4 Beneficiary's Right to Enter and Inspect. Grantor will permit Beneficiary and its agents to enter upon the Trust Property at all reasonable times to inspect the Trust Property.

1.7.5 Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances and regulations of all governmental authorities applicable to the use or occupancy of the Trust Property. Grantor may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Beneficiary's and Trustee's interests in the Trust Property are not jeopardized.

1.8 Eminent Domain.

1.8.1 Notice of Taking or Condemnation Proceeding. If the Trust Property, or any part thereof or interest therein, should be taken or damaged by reasons of any public improvement or condemnation proceeding, or if Grantor should receive any notice or other information regarding a condemnation proceeding or similar type of proceeding, Grantor shall immediately notify Beneficiary.

1.8.2 Condemnation Proceeds. Beneficiary shall be entitled to all compensation, awards and other payments or relief related to condemnation, and shall be entitled at its sole option to commence, appear in and prosecute in its own name any such action or proceeding. Beneficiary shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Grantor (Condemnation Proceeds) are hereby assigned to Beneficiary and Grantor agrees to execute such further assignments of the Condemnation Proceeds as Beneficiary may require. Beneficiary shall have the option, in its sole and absolute discretion, to either:

(a) apply such Condemnation Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorney fees incurred by Beneficiary in connection with such Condemnation Proceeds, upon all or part of the indebtedness secured by this Trust Deed in such order as Beneficiary may determine, without regard to whether or not the security of Beneficiary is impaired, or

(b) apply all of such Condemnation Proceeds, after deducting all of Beneficiary's costs and expenses, to the restoration of the Trust Property upon such conditions as Beneficiary may determine.

1.9 Reports

1.9.1 Default. Grantor shall furnish to Beneficiary notice of any default on its part under any lease affecting the Trust Property.

1.9.2 Certificates of Lessee(s). Upon request of Beneficiary, and not more often than annually, Grantor will furnish to Beneficiary a certificate from each lessee of any

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portion of the Trust Property stating, if true, that the landlord (Grantor) is not in default under such lease, and that rental is current and has not been paid more than 60 days in advance.

1.9.3 Leases. Grantor will furnish to Beneficiary, upon request, copies of leases covering any portion of the Trust Property entered into after the date hereof.

1.10 Security Agreement. This instrument shall constitute a security agreement with respect to any fixtures attached to the Trust Property to secure all indebtedness and obligations secured by this Trust Deed and all future advances and all future indebtedness and obligations of Grantor to Beneficiary. This instrument shall also constitute a financing statement and shall be filed for recording in the real estate records of the county where the Trust Property is located.

SECTION 2. EVENTS OF DEFAULT

The following shall constitute events of default:

2.1 Nonpayment. Failure of Grantor to make any payment required by the Note or to make any payment for taxes, insurance premiums or for reserves for such payments, or any other payment necessary to prevent filing of or discharge of any lien within 10 days after written notice by Beneficiary (or Beneficiary's agents) of any such nonpayment. No notice by Beneficiary shall be required for nonpayment if during the preceding 12 calendar months Beneficiary has sent notice to Grantor concerning any nonpayment hereunder.

2.2 Breach of Other Covenant. Failure of Grantor to perform any obligation contained in this Trust Deed within 30 days after notice from Beneficiary (or Beneficiary's representative) specifying the nature of the default or, if the default cannot be cured within 30 days, failure within such time to commence and pursue with reasonable diligence curative action. No notice of default and opportunity to cure shall be required if during the preceding 12 calendar months Beneficiary has already sent a notice to Grantor concerning default in performance of the same obligation.

2.3 Misinformation. Falsity in any material respect of the warranty in paragraph 1.2 or of any representation, warranty or information furnished to Beneficiary in connection with the Note or this Trust Deed.

2.4 Other Obligation. Failure of Grantor to perform any obligation required by any other instrument (i.e., other than the Note or this Trust Deed) evidencing or securing any indebtedness of Grantor to Beneficiary.

2.5 Sale or Transfer of Possession. The sale or transfer of possession of the Trust Property or any part thereof in any manner by Grantor, whether by deed, contract of sale, lease or similar agreement, without the prior written consent of Beneficiary. The execution and delivery by the Grantor of any joint venture agreement, partnership agreement, declaration of trust, option agreement or other instrument whereunder any other person may become entitled, directly or indirectly, to the possession or enjoyment of the Trust Property, or the income or other benefits derived or to be derived therefrom, shall in each case be deemed to be a sale or transfer of Grantor's interest in

the Trust Property for the purposes of this section. Grantor acknowledges that the loan secured by this Trust Deed is personal to Grantor and that in making it Beneficiary has relied on Grantor's credit, Grantor's interest in the Trust Property and financial market conditions at the time this loan is made.

SECTION 3. REMEDIES IN CASE OF DEFAULT

If an event of default shall occur, Beneficiary or Trustee, as the case may be, may exercise any of the following rights and remedies, in additions to any other remedies which may be available at law, in equity, or otherwise:

3.1 Acceleration. Beneficiary may declare all sums secured by this Trust Deed, including all interest and prepayment penalties, to be immediately due and payable.

3.2 Books and Records. Beneficiary may examine all books, records and contracts of Grantor pertaining to the Trust Property and of any guarantors and make such memoranda thereof as may be desired.

3.3 Receiver. Beneficiary may have a receiver of the Trust Property appointed. Beneficiary shall be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Trust Property exceeds the amount of the indebtedness secured by this Trust Deed. Employment by Trustee or Beneficiary shall not disqualify a person from serving as receiver. Grantor waives all defenses and consents to the appointment of a receiver at Beneficiary's option.

3.4 Possession. Beneficiary may, either through a receiver or as a lender-in-possession, take possession of all or any part of the Trust Property, and Grantor shall peaceably surrender the same.

3.5 Rents and Revenues. Beneficiary may revoke Grantor's right to collect the rents and revenues from the Trust Property, and may, either itself or through a receiver, collect the same. To facilitate collection, Beneficiary may notify Grantor's tenants to pay rents directly to it. Beneficiary shall not be deemed to be in possession of the Trust Property solely by reason of exercise of the rights contained in this paragraph 3.5. If rents are collected by Beneficiary under this paragraph 3.5, Grantor hereby irrevocably designates Beneficiary as Grantor's attorney-in-fact to endorse instruments received in payment of rent, in respect of any part of the Trust Property, in the name of Grantor and to negotiate such instruments and collect the proceeds thereof.

3.6 Foreclosure. Beneficiary may obtain a decree foreclosing Grantor's interest in all or any part of the Trust Property.

3.7 Fixtures and Personal Property. With respect to any fixtures or personal 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.

3.8 Abandon Security. Beneficiary may abandon any security afforded by this Trust Deed or any other security instrument by notifying Grantor of Beneficiary's election to do so.

3.9 Power of Sale. Beneficiary may direct Trustee, and Trustee shall be empowered, to foreclose the Trust Property by advertisement and exercise of the power of sale under applicable law.

3.10 Sale of Collateral; Bid at Public Sale. In exercising its rights and remedies, Beneficiary shall be free to sell all or any part of the collateral together or separately, or to sell certain portions of its collateral and refrain from selling other portions. Beneficiary shall be entitled to bid at any public sale of all or any portion of its collateral.

3.11 Cumulative Remedies. Election to pursue one remedy shall not exclude resort to any other remedy, and, unless the context otherwise requires, all remedies under this Trust Deed are cumulative and not exclusive. An election to cure under paragraph 6.7 shall neither prejudice the right to declare a default nor constitute a waiver of the breached term or of any of the remedies provided herein. No delay or omission in exercising any right or remedy shall impair that or any other right to remedy or shall be construed to be a waiver of the default.

SECTION 4. RECEIVER OR TRUSTEE-IN-POSSESSION

Upon taking possession of all or any part of the Trust Property, a receiver or Trustee or Beneficiary or Beneficiary's representative may:

4.1 Management. Use, operate, manage, control and conduct business on the Trust Property and make expenditures for such purposes and for maintenance and improvements as in its judgment are necessary.

4.2 Rents and Revenues. Collect all rents, revenues, income, issues and profits from the Trust Property and apply such sums to the expenses of use, operation, management, maintenance and improvements.

SECTION 5. APPLICATION OF PROCEEDS

All proceeds realized from the exercise of the rights and remedies under Sections 3 and 4 shall be applied as follows:

5.1 Costs and Expenses. To pay the costs of exercising such rights and remedies, including the costs of any sale, the costs and expenses provided for in paragraph 6.6.

5.2 Indebtedness. To pay all other amounts owed by Grantor, payment of which is secured by this Trust Deed.

5.3 Surplus. The surplus, if any, shall be paid to the clerk of the court in the case of a foreclosure by judicial proceeding, otherwise to the person or persons legally entitled thereto.

SECTION 6. GENERAL PROVISIONS

6.1 Reconveyance Upon Payment. Upon written request of Beneficiary stating that all sums secured hereby have been paid, surrender of this Trust Deed and the Note to Trustee for cancellation and retention and payment of its fees, Trustee shall reconvey, without warranty, the Trust Property then held hereunder. The recitals in any reconveyance executed under this

Trust Deed of any matters of 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." 23105

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

6.3 Trust Deed Binding on Successors and Assigns. This Trust Deed shall be binding on and inure to the benefit of the successors and assigns of Grantor, Trustee and Beneficiary.

6.4 Indemnity. Grantor shall hold Beneficiary and Trustee harmless from any and all loss and expense, including but not limited to attorney fees and court costs, in any suit, action or proceeding or any appeal therefrom brought against Trustee or Beneficiary by a third party resulting from or attributable to Beneficiary ownership of the Note or Trustee's interest under this Trust Deed, except suits, actions and proceedings based upon a claim that Beneficiary or Trustee improperly entered into this Trust Deed or Note or loaned money thereunder.

6.5 Notice. Any notice under this Trust Deed shall be in writing. Any notice to be given or document to be delivered under this Trust Deed shall be effective when either delivered in person or deposited as registered or certified mail, postage prepaid, addressed to the party at the address first stated in this Trust Deed; provided that any notice pursuant to exercise of the Trustee's power of sale in the event of default shall be sufficient if such notice complies with all provisions of Oregon law applicable to exercise of such powers of sale. Any party may, by notice to the others, designate a different address.

6.6 Expenses and Attorney Fees. In the event that Beneficiary or Trustee shall take any action, judicial or otherwise, to enforce the Note or any provision of this Trust Deed or if Beneficiary or Trustee shall be required to appear in any proceeding to protect and maintain the priority of Trustee's title to the Trust Property, Trustee or Beneficiary (or both) shall be entitled to recover from Grantor all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records, the cost of title reports and surveyors' reports, and its attorney fees, whether incurred in a suit or action or any appeals from a judgment or decree therein or petition for review, or in connection with nonjudicial action.

6.7 Beneficiary's Right to Cure. If Grantor fails to perform any obligation required of it under this Trust Deed, Beneficiary may, without notice, take any steps necessary to remedy such failure. Grantor shall reimburse Beneficiary for all amounts expended in so doing on demand with interest at a rate equal to the lesser of 10 percent per annum or the highest rate permitted by applicable law from the date of expenditure until repaid. Such action by Beneficiary shall not constitute a waiver of the default or any other right or remedy which Beneficiary may have on account of Grantor's default.

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

6.9 Time of Essence. Time is of the essence of this Trust Deed.

6.10 Headings. The headings to the sections and paragraphs of this Trust Deed are included only for the convenience of the parties and shall not have the effect of defining, diminishing or enlarging the rights of the parties or affecting the construction or interpretation of any portion of this Trust Deed.

6.11 Severability. If any provision of this Trust Deed shall be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions of this Trust Deed, but this Trust Deed shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6.12 Entire Agreement. This Trust Deed and the Note contain the entire agreement of the parties with respect to the matters covered, and no other previous agreement, statement or promise made by any party to this Trust Deed which is not contained in its terms or in the terms of the Note shall be binding or valid.

IN WITNESS WHEREOF, Grantor has caused this Trust Deed to be executed as of the day and year first above written.

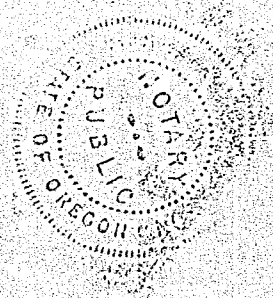
KLAMATH COLD STORAGE, INC.

By: Truman Passmore
Truman Passmore
Vice-President

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared the above-named TRUMAN PASSMORE, who, being duly sworn, stated that he is the Vice-President of Klamath Cold Storage, Inc. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and he acknowledged said instrument to be its voluntary act and deed.

Mahala J. Anderson
Notary Public for Oregon
My Commission expires: 9-22-91



PROPERTY DESCRIPTION

23107

Parcel 1:

Lots 6A and 6B in Block 3 and Lots 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 in Block 11 of Railroad 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.

Lots 6, 7, 8 and 9 in Block 19 and Lots 1, 2, 3, 4, and 5 in Block 20 of Second Railroad 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.

All of Vacated Lake Street being bounded on the North by the South line of Lot 5 in Block 20 of Second Railroad Addition on the West by the East line of Spring Street, on the South by the North line of Lot 6 in Block 19 of Second Railroad Addition, and on the East by the West line of the Southern Pacific Railroad right of way, all in Second Railroad 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.

PARCEL 2:

Lots 7A, 7B, 8A, 8B and 9A in Block 3 of Railroad 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.

PARCEL 3:

LEASEHOLD INTEREST. A tract of land situated in Government Lot 7, Section 33, T38S, R9EWM, Klamath County, Oregon, more particularly described as follows:

Commencing at the West 1/4 corner of said Section 33; thence N0°01'W along the West line thereof, 69.3 feet; thence S55°27'E 188.55 feet; thence S10°27'W 25.27 feet to the True Point of Beginning on the Southerly line of South Sixth Street; thence S10°46'30" W. 427.39 feet to the true point of beginning of that tract of land described in Vol. 80 page 562 of the Klamath County Deed records; thence following along the Westerly line of said Tract S10°46'30"W 256.81 feet (259.69 feet by said Volume 80 page 562), and along the arc of a curve to the left (radius=573.14 feet, central angle = 5°00'57" and long chord bears S08°16'02"W 50.16 feet) 50.17 feet; thence S79°24'E parallel to and 10 feet Southwesterly from the Southerly wall of a building, 130.50 feet; thence N10°36'00"E, parallel to and 28 feet Southeasterly from the Easterly face of a loading dock along said building, 387.00 feet; thence S79°24'00"E 22.00 feet; thence N10°36'00"E parallel to and 50 feet Southeasterly from said loading dock, 295.00 feet, to a point on the Southerly line of South Sixth Street; thence along the Southerly line of South Sixth Street the following courses: N55°46'30"W 97.80 feet; N61°41'40.5"W 32.28 feet and N73°32'01.5"W 32.28 feet to the True Point of Beginning, containing 100,980 square feet or 2.318 acres.

EXHIBIT "A"

Return to:

William Brandness

411 Pine

K Falls

1. Taxes for 1987-88 are now a lien but not yet payable.

See copy of unpaid taxes attached.

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2. The underlying fee title of the record owner of the real property. Affects Parcels 3 & 4.

3. Party Wall Agreement, including the terms and provisions thereof, by and between Edwin A. Thomas and Nora E. Thomas, husband and wife, first parties, and E. S. Robinson and Josephine Robinson, husband and wife, second parties, dated November 3, 1950, recorded November 6, 1950, in Volume 243 page 224, Deed Records of Klamath county, Oregon. Affects Parcel 1

4. Easement for underground conduit, including the terms and provisions thereof, between Pacific Northwest Bell Telephone Company, a corporation, to Pacific Power & Light Company, a Maine corporation, and Klamath Ice and Storage Company, a co-partnership, dated November 22, 1965, recorded April 20, 1966, in Volume M66 page 3499, Deed Records of Klamath County, Oregon. Affects Lot 5 Block 1 Railroad

5. Lease No. 75938, including the terms and provisions thereof, by and between Great Northern Railway Company, a Minnesota Corporation, lessor and Klamath Ice & Storage Company, lessee, dated May 23, 1968, and assigned to Klamath Cold Storage Division of Modoc Lumber Co. by Burlington Northern, Inc., successor in interest to Great Northern Railway Company, on July 8, 1974, all as disclosed by Assignment of Lease, given by Modoc Lumber Co., to Ruth Teasdel, dated August 31, 1979, recorded August 31, 1979, in Volume M79 page 20869, Deed Records of Klamath County, Oregon. Affects Parcels 3 & 4

6. A 30 day lease as set out in Lease No. 115871, dated July 1, 1958, between Central Pacific Railway Company and its Lessee, Southern Pacific Transportation Company, Lessor, and Klamath Ice & Storage Company, Lessee, which was assigned to Klamath Cold Storage Division of Modoc Lumber Co. in April, 1974, as disclosed by Assignment of Lease, given by Modoc Lumber Co., an Oregon corporation, to Ruth H. Teasdel, dated August 31, 1979, recorded August 31, 1979, in Volume M79 page 20881, Deed Records of Klamath County, Oregon. Affects Parcels 3 & 4

7. Mortgage, including the terms and provisions thereof, executed by Ruth H. Teasdel, to First National Bank of Oregon, a national banking association, dated August 31, 1979, recorded August 31, 1979, in Volume M79 page 20911, Mortgage Records of Klamath County, Oregon, to secure the payment of \$1,000,000.00. Affects Parcels 1 & 2

Modification of Note and Mortgages, including the terms and provisions thereof, between First Interstate Bank of Oregon, N. A., and Ruth H. Teasdel, dated January 31, 1987, recorded February 4, 1987, in Volume M87 page 1845, Mortgage records of Klamath County, Oregon.

8. Leasehold Mortgage, including the terms and provisions thereof, executed by Ruth H. Teasdel, to First National Bank of Oregon, a national banking association, dated August 31, 1979, recorded August 31, 1979, in Volume M79 page 20914, Mortgage Records of Klamath County, Oregon, to secure the payment of \$1,000,000.00. Affects Parcels 3 & 4

9. Financing Statement, recorded in the office of the County Clerk, indicating a security agreement, given by Ruth H. Teasdel, debtor, to First National Bank of Oregon, as secured party, recorded in Volume M79 page 20921, Mortgage Records of Klamath County, Oregon.

10. Mortgage, including the terms and provisions thereof, executed by Ruth H. Teasdel, to First Interstate Bank of Oregon, N.A., dated March 4, 1985, recorded March 4, 1985, in Volume M85 page 3216, Mortgage Records of Klamath County, Oregon, to secure the payment of \$150,000.00. Affects Parcels 1 & 2

11. Leasehold Mortgage, including the terms and provisions thereof, executed by Ruth H. Teasdel, to First Interstate Bank of Oregon, N.A., dated March 4, 1985, recorded March 4, 1985, in Volume M85 page 3218, Mortgage Records of Klamath County, Oregon, to secure the payment of \$150,000.00. Affects Parcels 3 & 4

12. Financing Statement, recorded in the office of the County Clerk, indicating a security agreement, given by Ruth H. Teasdel, as debtor, to First Interstate Bank of Oregon, N.A., as secured party, recorded March 4, 1985, in Volume M85 page 3224, Mortgage Records of Klamath County, Oregon.

13. Memorandum of Option, including the terms and provisions thereof, between Klamath Cold Storage, Inc., an Oregon corporation and Ruth H. Teasdel, Grantors; and Modoc Lumber Co., an Oregon corporation, as Optionee, dated July 28, 1986, recorded August 4, 1986, in Volume M86 page 13656, Deed records of Klamath County, Oregon.

EXHIBIT "B"

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 29th day
of December A.D. 19 87 at 3:34 o'clock P. M., and duly recorded in Vol. M87
of Mortgages on Page 23098

FEE \$55.00

Evelyn Biehn County Clerk
By *Danella A. Leach*