

TRUST DEED

84563

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THIS TRUST DEED, made this 15th day of January, 1988, between
TOWLE PRODUCTS, INC., a California corporation
COUNTY, as Trustee, and

as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY, as Trustee, and
HENRY B. GOMES and DOROTHY J. GOMES, husband & wife as
Tenants by its entirety
as Beneficiary,

WITNESSETH:
Trustee in trust, with power of sale, the property

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 21, Block 36, Klamath Falls Forest
Estates Highway 66 Unit, Plat No. 2 as
recorded in Klamath County, Oregon.

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.

FOR THE PURPOSE OF SECURING PER
sum of ONE THOUSAND AND NO/100

FOR THE PURPOSE OF SECURING PERFORMANCE OF THE OBLIGATIONS OF THE FIRST NAMED PARTY TO THE SECOND NAMED PARTY, the sum of ONE THOUSAND AND NO/100 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 February, 1993, on which the final installment of said note of maturity of the debt secured by this instrument is the date, stated above, for the purposes of securing purposes.

The date of maturity becomes due and payable.

The above described real property is not currently

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

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon, and permit or permit any waste of said property.
2. To keep the property in good and workmanlike condition and to promptly repair and replace any damaged or

not to commit or permit any waste of said property and in good and workmanlike manner any building or improvement due all costs incurred therefor.

2. To complete or restore anything which may be constructed, damaged or destroyed thereon, and pay for all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to execute in execution of said financing statements pursuant to the Uniform Commercial Code the beneficiary may require and to pay for filing same in any 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.

3. To continuously maintain insurance on the buildings and contents thereof against fire, theft, loss or damage by fire

[illegible][illegible]

6. To pay all costs, fees and expenses of this trust including 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's and attorney fees actually incurred, and defend any action or proceeding purporting to be brought against the trust or trustee; and in any suit,

[illegible]

It is mutually agreed that: _____ or all of said property shall be taken

[illegible]

9. 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 reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may

(n) consent to the making of any mortgage or plat of said property; (o) join in any granting any easement or creating any restriction thereon; (p) join in any agreement affecting this deed or any part of the property. The subdivision or conveyance, without warranty, all or any part of the "person or persons thereof;" (d) survey, without warranty, all or any part of the "person or persons thereof;" (e) in any reconveyance may be deemed as the "person or persons thereof;" (f) in any reconveyance may be deemed as the "person or persons thereof;" (g) legally entitled thereto, and the truthfulness thereof. Trustee's fees for any of the foregoing shall be no more than \$5.00 per page. This paragraph shall be no less than \$5.00 per page. If any beneficiary may at any

[illegible]

less costs and expenses incurred by the beneficiary in connection with the enforcement of its rights hereunder shall be paid by the Grantor.

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.

12. In consideration of the foregoing, the Grantor in payment of any indebtedness secured by this instrument hereby assigns to the beneficiary all of its right, title and interest

[illegible][illegible][illegible][illegible]

16. Beneficiary may from time to time appoint a successor trustee appointed here-
sors to any trustee named herein or to any successor trustee appointed here-
under. Upon such appointment, and without covenants and duties conferred
trustee. The latter shall be vested with all the powers and duties of the
upon any trustee herein named or appointed hereunder. Each such appoint-
and substitution shall be made by a written instrument executed by the beneficiary,
which, when recorded in the mortgage records of any county or counties in
which the property is situated, shall be conclusive proof of proper appointment
of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

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 United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

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 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

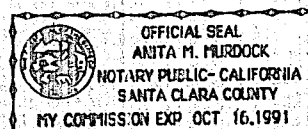
HOWARD PHILIP MARKS, President

KATHLEEN EMERY MARKS, Secretary

On January 15, 1988, 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.

ANTA M. MURDOCK
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: _____, 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

(FORM No. 881-1)
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Towle Products, Inc.

Grantor

Henry B. and

Dorothy J. Gomes

Beneficiary

AFTER RECORDING RETURN TO

H.B. & D.J. Gomes
902 Aberdeen Drive
Sunnyvale, CA 94087

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,
County of Klamath ss.

I certify that the within instrument was received for record on the 22nd day of February, 1988, at 11:45 o'clock A.M., and recorded in book/reel/volume No. M88 on page 2472 or as fee/file/instrument/microfilm/reception No. 84563, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
NAME TITLE
By P. M. Smith Deputy

Fee: \$10.00