THIS TRUST DEED, made this 1st day of June ,19 90 , between B & B BROADCASTING, INC., a Delaware corporation,

as Grantor, WILLIAM P. BRANDSNESS
TODD COMMUNICATION, INC., an Oregon corporation, GARY M. TODD, Husband and Wife

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:

SAID PROPERTY DESCRIPTION IS ATTACHED HERETO, MARKED AS EXHIBIT "A" - ITEM 1 and by this reference made a part hereof.

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 tixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of TWO Hundred Sixty Thousand and No/100ths

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. June 1 195

The date of maturity of the debt secured by this instrument is the date, stated above, on which the linal installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, herein, shall become immediately due and payable.

To protect the security of this transfer.

sold, conveyed, assigned or alienated by the grantor without lirst then, at the beneficiary's option, all obligations secured by this inst herein, shall become immediately due and payable.

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

1. To protect, preserve and maintain said property in good condition and repair, 9 protect, preserve and maintain said property in good condition and repair, 9 protect, preserve and maintain said property.

2. To complete or estate of said property.

2. To complete or estate of said property.

2. To complete or estate of said property.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property; ill the beneficiary so requests, to join in executing such linancing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filling same in the proper public office or offices, as well as the cost of all lien searches made by filling officers or searching agencies as may be deemed desirable by the beneficial. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by lire and such other hazards as the beneficiary with loss payable to the written in an amount not less than KTULL INSUITABLE fills for time require, in an amount not less than KTULL INSUITABLE with loss payable to the written in companies acceptable to the beneficiary with loss payable 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. The amount collected under any procure the same at grantor's expense. The amount collected under any price or other imurance policy may be applied by beneficiary whom any midebledness secured hereby and in such order as beneficiary with any procure of default hereunder or invalidate any and they are beneficiary the entire amount so collected, or any part thereof, may be released to the tender of the procure of the

It is mutually agreed that:

It is mutually agreed that:

8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if its of elects, to require that all or any portion of the monies payable as the payable as the constant of the monies payable as payable and the constant of the monies of the amount required to payable as the payable payable as the payable as the payable payable

endorsement (in case of full reconveyances, for cancellation), without attecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in

franting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereol; (d) reconvey, without arranty, all or any part of the property. The frantee in any reconveyance man the thereof of any matters or lacts shall be conclusive proof of the truthulness services there of any matters or lacts shall be conclusive proof of the truthulness reconstructes bees for any of the services mentioned in this paragraph shall be not less than 35.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent of by a receiver to be appointed by a court, and without regard to the death of the activity for the indebtedness hereby secured, enter upon and take coast any security for the indebtedness hereby secured, enter upon and take coast any security for the indebtedness hereby secured, enter upon and take coast and expenses of operation and collection, including reasonable afterney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of tire 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. Upon default by grantor in payment of any indebtedness secured been or in his netlemance of the property, and his application or release thereof as aforesaid, shall not cure or waive any default or notice of any agreement hereunder, time being of the property in his netlemanne of any indebtedness secured been or his netlemanne.

waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by krantor in payment of any indebtedness secured hereby or in his performance of any afternent hereunder, time being of the essence with respect to such payment and the performance, the beneficiary may declare all sums secured hereby immediates performance, the beneficiary may declare all sums secured hereby immediates to foreclose this trust end or event the beneficiary at his election may proceed to loo such an event the beneficiary at his election may proceed to loo such that the sum event the beneficiary at his election may proceed to loo such event feel of event feel of event feel of event the trust end of event feel of event

together with trustee's and attorney's lees not exceeding the amounts provided by law.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or prucels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall delive to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

shall apply the frustee sells pursuant to the powers provided herein, trustee shall apply the compensation of sale to payment of (1) the expense of sale, including the compensation of sale to payment of (1) the expense of sale, including the compensation of sale to payment of (1) the expense of sale, including the compensation of sale to payment of (1) the expense of sale, including the compensation of sale trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interests may appear 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.

surplus, it any, to the grantor or to his successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the 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, except SAID EXCEPTIONS ARE ATTACHED HERETO, MARKED AS EXHIBIT "A" - Item 2 and by this reference made a part hereof.

and that he will warrant and forever defend the same against all persons whomsoever.

This Trust Deed is given to secure the Asset Purchase Note, the Agreement Not to Compete and the Consulting Agreement of even date.

personal representatives, successors and assig	ns. The term be eneliciary herei	eneliciary shall mean the l in. In construing this deed	neits, legatees, devisees, administrators, executors, colder and owner, including pledgee, of the contract and whenever the context so requires, the masculine			
Fig. 1. The second of the seco	6 - 4 - 7 - 7 - 4 - 7 - 4 - 4 - 4 - 4 - 4		"  d the day and year first above written.			
* IMPORTANT NOTICE: Delete, by lining out, which not applicable; if warranty (a) is applicable and as such word is defined in the Truth-in-Lending beneficiary MUST comply with the Act and Regulaclosures; for this purpose use Stevens-Ness For If compliance with the Act is not required, disregulations.	the beneficiary is Act and Regulat plation by making M No. 1319, or a	a creditor tion Z, the g required By:	PROADCASTING, INC.			
(If the signer of the above is a corporation, use the form of acknowledgement opposite.)						
STATE OF OREGON,	) ) 55. )	STATE OF OREGON	amath \rightarrow ss.			
This instrument was acknowledged b	pelore me on	This instrument was acknowledged before me on June 1 19 90 by George J. Broadbin				
		of Bx B Brook Corporat	ideasting, Inc., a Delawave			
Notary Pub	lic for Oregon	Notary Public for Oreg	on (SEAL)			
My commission expires:		My commission expires	11/16/91			
trust deed have been fully paid and satisfie said trust deed or pursuant to statute, to herewith together with said trust deed) and estate now held by you under the same. Management	ed. You hereby cancel all evide to reconvey, wi all reconveyance	are directed, on payment in the security of the payment in the payment of the payments to	the foregoing trust deed. All sums secured by said to you of any sums owing to you under the terms of red by said trust deed (which are delivered to you arties designated by the terms of said trust deed the			
DATED:		<u></u>				
			Beneficiary			
De not lose or destroy this Trust Deed OR THE	NOTE which it secu	ures. Both must be delivered to th	e trustee for cancellation before reconveyance will be made.			
TRUST DEED			`			
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.	ini Handadas A		STATE OF OREGON,  County of			
B & B BROADCASTING. IN			County ofss.  I certify that the within instrument was received for record on theday			
B & B BROADCASTING, IN 1020 Pine St. Klamath Falls, OR 976 Gran	01	SPACE RESERVED	County of			
1020 Pine St. Klamath Falls, OK 976	0 / tor	SPACE RESERVED FOR RECORDER'S USE	County of			
1020 Pine St. Klamath Falls, OR 976 Gran	O/.	FOR	County of			
1020 Pine St. Klamath Falls, OR 976 Gran TODD COMMUNICATION, IN GARY TODD & LINDA M. TOD	O/ tor IC -	FOR	County of			

A parcel of land situated in Section 21, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the center one-quarter corner, marked by an 5/8 inch iron pin; thence South 00 degrees 02'26" East, along the North-South center section line, 500.00 feet to a steel fence post; thence leaving said North-South center of Section line, South 70 degrees 00'00" West 1150.00 feet to an iron axle; thence North 270.00 feet to a 5/8 inch iron pin; thence South 61 degrees 05'00" West, 272.76 feet to a point on the West line of the East half of the West half of said Section 21; thence along said West line North 00 degrees 04'26" East, 829.80 feet to its intersection with a fence from the East; thence leaving said West line, North 60 degrees 02'36" East, 803.03 feet to the point of intersection with said fence; thence along said fence, North 67 degrees 38'11" East, 251.68 feet to a point; thence continuing along said fence North 70 degrees 18'03" East, 413.16 feet to its intersection with said center of section line; thence leaving said fence along said center of section line South 00 degrees 02'26" East, 710.60 feet, to the point of beginning. TOGETHER WITH an easement for ingress and egress purposes, consisting of the right to use the existing road that provides Northerly access from Reeder Road to the herein described property, as set forth in Easement Agreement, subject to the terms and provisions thereof, dated December 30, 1983 and recorded January 13, 1984 in Volume M84, page 701, Microfilm Records of Klamath County, Oregon. Tax Account No. 3910-02100 0800.

## EXHIBIT "A" - ITEM 2

SUBJECT to: (1) That certain Real Estate Contract, subject to the terms and provisions thereof dated December 30, 1983, recorded January 13, 1984, Vol. M84, page 698, Microfilm Records of Klamath County, Oregon, Vendor: Harold A. Campbell; Vendee: 960 Radio, Inc., an Oregon corporation. (2) The Vendors interest in said Real Estate Contract was assigned by Assignment of Contract dated December 7, 1984, Recorded December 11, 1984, Vol. M84, page 20743, Microfilm Records of Klamath County, Oregon. (3) The Vendors interest is said Real Estate Contract was assigned by Assignment of Contract dated January 28, 1985, recorded January 31, 1985, Vol. M85, page 1658, Microfilm Records of Klamath County, Oregon; (4) Assignment and Conveyance by Owner of Vendee's interest in Land Sale Contract and Easement Agreement, subject to the terms and provisions thereof; dated May 13, 1988, recorded May 13, 1988, Vol. M88, page 7573, Microfilm Records of Klamath County, Oregon, Assignor: 960 Radio, Inc., an Oregon corporation, Assignee: Todd Communications, Inc.; (5) Easement Agreement, subject to the terms and provisions thereof dated December 30, 1983, recorded January 13, 1984, Vol. M84, page 701, Microfilm Records of Klamath County, Gregon by and between: Harold A. Campbell, Seller and 960 Radio, Inc., Purchaser for ingress and egress; the interest of 960 Radio Inc. was assigned to Todd Communications, Inc. by Assignment, subject to the terms and provisions thereof, dated May 13, 1988, recorded May 13, 1988 in Vol. M88 at page 7573, Microfilm Records of Klamath County, Oregon; (6) Assignment of Vendees interest in Land Sale Contract by Assignment of Contract dated June 1, 1990, Todd Communication, Inc., Assignor and B & B Broadcasting, Inc., as d \_Oune / , 1990 in M-90 at page , Microfilm Records of Klamath County, Oregon. Assignee, recorded

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed:	for record at request	of	<u> Mountain Title</u>	Co.	the	1st d	lav
of	June	_ A.D., 19	90 at 4:18	o'clock PM., a	and duly recorded in Vol.	м90	_,
		of	Mortgages	on Page	10629		
					· County Clerk		
FEE	\$18.00			By Ora	Part Muiland	11:	