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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 issue 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 676.505 to 676.585.

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.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a)\* ~~primarily for the personal, family or household purposes of the individual named herein~~  
(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.

B & B BROADCASTING, INC.

By:

*George J. Broadbin*  
President

(If the signer of the above is a corporation, use the form of acknowledgement opposite.)

STATE OF OREGON,

} ss.  
County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

Notary Public for Oregon

(SEAL)

My commission expires: \_\_\_\_\_

STATE OF OREGON,

} ss.  
County of Klamath

This instrument was acknowledged before me on June 1, 1990 by \_\_\_\_\_

George J. Broadbin

as President

of B & B Broadcasting, Inc., a Delaware corporation

Notary Public for Oregon

My commission expires: 11/16/91

(SEAL)

#### 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)

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

B & B BROADCASTING, INC.

1020 Pine St.  
Klamath Falls, OR 97601

Grantor

TODD COMMUNICATION, INC.

GARY TODD & LINDA M. TODD

Beneficiary

AFTER RECORDING RETURN TO

William P. Brandsness  
411 Pine St.  
Klamath Falls, OR 97601

SPACE RESERVED  
FOR  
RECORDER'S USE

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

## EXHIBIT "A" - Item 1

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 in 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, Oregon 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 Assignee, recorded June 1, 1990 in M-90 at page 10628, Microfilm Records of Klamath County, Oregon.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 1st day of June A.D., 19 90 at 4:18 o'clock P M., and duly recorded in Vol. M90 of Mortgages on Page 10629.

FEE \$18.00

Evelyn Biehn County Clerk

By Daniel Mulinder