

NON-RESIDENTIAL TRUST DEED

PARTIES:

GRANTOR: JESPERSEN-EDGEWOOD, INC. (Borrower)

ADDRESS: Route 2, Box 8095
Klamath Falls, OR 97601

TRUSTEE: KLAMATH COUNTY TITLE COMPANY (Trustee)

RETURN TO: BENEFICIARY: BANK OF AMERICA NATIONAL TRUST AND SAVINGS
ASSOCIATION (Lender)ADDRESS: South Valley Special Assets Group No. 1411
4155 E. Ashlan Avenue
Fresno, CA 93726DATE: April 3, 1991.AGREEMENTS:

1. CONVEYANCE. Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, conveys and assigns to Trustee, in trust, with power of sale, the real property located in the County of Klamath, State of Oregon, described in the attached Exhibit A.

TOGETHER with all buildings, improvements and tenements now or hereafter erected on the property, all timber and timber cutting rights, all heretofore or hereafter vacated alleys and streets abutting the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property, and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, and appliances, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; and all escalators and elevators, and related machinery and equipment, fire prevention and extinguishing apparatus, security and access control apparatus, communications apparatus, plumbing, plumbing fixtures, water heaters, panelling, rugs, attached floor and wall coverings; all of which including replacements and additions thereto, shall be deemed to be and remain a part of the real property covered by this Trust Deed; and all of the foregoing, together with that real property are herein referred to as the "Real Property".

2. SECURITY INTEREST. Borrower also hereby grants to Lender a security interest in all of the following described

property, whether now or hereafter existing, and in which the Borrower now or hereafter has any right, title or interest (the "Personal Property"):

a. All goods located on the Real Property and used in the operation or occupancy of the Real Property or in any construction on the Real Property, but which are not effectively made real property under Paragraph 1., including but not limited to all appliances, furniture and furnishings, building service equipment and building materials, supplies and equipment;

b. All accounts, contract rights, instruments, documents, chattel paper and general intangibles relating to the development or use of the Real Property, including but not limited to:

(1) All plans and specifications relating to development of or construction on the Real Property;

(2) All governmental permits relating to development of or construction on the Real Property;

(3) All other permits, licenses, franchises, certificates and other rights and privileges relating to the Real Property;

(4) All contracts, subcontracts, leases and subleases relating to the Real Property.

(5) All names under or by which the Real Property may at any time be operated or known, and all rights to carry on business under any such names or any variant thereof; and

(6) All trademarks and goodwill in any way relating to the Real Property;

c. All timber to be cut;

d. The proceeds and products of the Real Property and the Personal Property.

The Real Property and the Personal Property are sometimes collectively referred to herein as the Property.

3. OBLIGATIONS SECURED. This Trust Deed secures:

a. Payment of the indebtedness evidenced by Borrower's note dated April 3, 1991, in the principal sum of Two Million Four Hundred Ninety-two Thousand Two Hundred Thirty-four Dollars and Sixty-three Cents (\$2,492,234.63), with interest thereon, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 1996 (the "Note");

b. Performance of the covenants and agreements of Borrower contained in this Trust Deed;

c. Payment of all other sums, with interest thereon, advanced to protect the security of this Trust Deed;

d. Payment of principal and interest on all other future loans or advances that Lender, in Lender's sole discretion, may make to Borrower when the promissory note or other agreement evidencing the loan or advance specifically states that it is secured by this Trust Deed (the "Future Advances");

e. Payment and performance of all obligations under any loan agreement and under all other present and future agreements executed by Borrower in favor of Lender and relating to the obligations secured by this Trust Deed; and

f. Payment and performance of all extensions, renewals or other modifications of any obligation secured by this Trust Deed.

The interest rate, payment terms or balance due on the obligations secured hereby may be indexed, adjusted, renewed, or renegotiated from time to time upon agreement between Borrower and Lender.

4. COVENANTS OF TITLE. Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant, convey and assign the Property, that the Property is unencumbered except as otherwise stated in this Trust Deed, and that Borrower will warrant and defend generally the title to the Property against all claims and demands. Borrower will execute or procure such further assurance of Borrower's title to the Property as may be reasonably requested by Lender to protect Lender's interest under this Trust Deed.

5. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, any prepayment and other charges provided in the Note and this Trust Deed and all other obligations secured by this Trust Deed.

6. FUNDS FOR TAXES, INSURANCE AND OTHER CHARGES. If required by Lender, Borrower shall pay to Lender, on the day monthly installments of principal or interest are payable under the Note, or such other day as Lender may specify, monthly installments (the "Funds") in an amount equal to one-twelfth of (a) the yearly water and sewer rates and taxes and assessments which may be levied on the Property, (b) the yearly premium installments for fire and other hazard insurance, rent loss insurance, liability insurance and such other insurance covering the Property as Lender may require pursuant to Paragraph 9., and

(c) the yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender. Any waiver by Lender of a requirement that Borrower pay such Funds may be revoked by Lender, in Lender's sole discretion, at any time upon thirty (30) days notice to Borrower. Lender may require Borrower to pay to Lender, in advance, such other Funds for other taxes, charges, premiums, assessments and impositions in connection with Borrower or the Property which Lender shall reasonably deem necessary to protect Lender's interest (herein "Other Impositions"). Unless otherwise provided by applicable law, Lender may require Funds for Other Impositions to be paid by Borrower in a lump sum or in periodic installments, at Lender's option.

The Funds shall be held by Lender in an institution whose deposits or accounts are insured or guaranteed by a federal or state agency. Lender shall apply the Funds to pay said rates, taxes, assessments, insurance premiums and Other Impositions so long as Borrower is not in breach of any covenant or agreement of Borrower in this Trust Deed. Lender shall make no charge for so holding and applying the Funds, unless Lender pays Borrower interest, earnings or profits on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree at the time of execution of this Trust Deed that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires interest, earnings or profits to be paid, Lender shall not be required to pay Borrower any interest, earnings or profits on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Trust Deed.

If the amount of the Funds held by Lender at the time of the annual accounting shall exceed the amount deemed necessary by Lender to provide for the payment of water and sewer rates, taxes, assessments, insurance premiums, and Other Impositions as they fall due, such excess shall be credited, at Lender's option, to Borrower, to obligations secured by this Trust Deed, or as may be provided by applicable law. If at any time the amount of the Funds held by Lender shall be less than the amount deemed necessary by Lender to pay water and sewer rates, taxes, assessments, insurance premiums, and Other Impositions as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty (30) days after notice from Lender to Borrower requesting payment.

Upon any default by Borrower, Lender may apply, in any amount and in any order as Lender shall determine in Lender's sole discretion, any Funds held by Lender at the time of application (i) to pay rates, taxes, assessments, insurance premiums and Other Impositions which are now or will hereafter become due, or (ii) as a credit against obligations secured by

this Trust Deed. Upon payment in full of all obligations secured by this Trust Deed, Lender shall refund to Borrower any Funds held by Lender.

7. APPLICATION OF PAYMENTS. Unless applicable law provides otherwise, each complete installment payment received by Lender from Borrower under the Note or this Trust Deed shall be applied by Lender first to amounts payable to Lender by Borrower under Paragraph 6.; then to any late charges payable by Borrower; then to any prepayment penalty payable by Borrower; then to interest payable on the Note; then to principal of the Note; and then to interest and principal on any Future Advances or other obligations secured by this Trust Deed, in such order as Lender, at Lender's sole discretion, shall determine. Upon any default by Borrower, Lender may apply, in any amount and in any order as Lender shall determine in Lender's sole discretion, any payments received by Lender under the Note or this Trust Deed. Any partial payment received by Lender may be held in a non-interest bearing account until Lender receives funds sufficient to equal a complete installment payment.

8. CHARGES; LIENS. From time to time Lender may require Borrower to pay all rates, taxes, assessments, premiums, and Other Impositions attributable to the Property in the manner provided under Paragraph 6. or in such other manner as Lender may designate in writing. Absent such requirement by Lender, Borrower shall make payment, when due, directly to the payees. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Trust Deed, and Borrower shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Without Lender's prior written permission, Borrower shall not allow any lien inferior to this Trust Deed to be perfected against all or any portion of the Property.

9. INSURANCE. Borrower shall maintain in force with respect to the Property hazard insurance, liability insurance, any other insurance required by law. Insurance policies must be approved by the Lender as to amount, form, deductibles, term and insurer, and must cover all risks the Lender requires. Without limitation:

a. Hazard insurance shall insure against loss by fire, hazards included within the term "extended coverage," broad form, and rent loss; shall be for the full replacement cost of the Property; shall avoid application of any co-insurance clause; and shall include a standard mortgagee clause in favor of and in a form acceptable to Lender. On Lender's request, Borrower

shall have an independent appraiser satisfactory to Lender determine the current replacement cost of the Property.

b. With respect to liability insurance, Lender shall be named as an additional insured, and as to Lender that insurance shall be primary and noncontributing in the event of loss with any other insurance Lender may carry.

The approval of any insurance by the Lender will not be a representation of the solvency of any insurer or the sufficiency of any amount of insurance.

Lender shall have the right to hold the policies, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. All policies shall provide that coverage cannot be modified or cancelled without prior written notice to Lender of not less than fifteen (15) days, or such longer time as Lender may designate in Lender's sole discretion. At least thirty (30) days prior to the expiration date of any policy, Borrower shall deliver to Lender a renewal policy in a form satisfactory to Lender.

Borrower assigns, and will pay to the Lender, all insurance proceeds and all causes of action, claims, compensation, awards and recoveries for any damage or injury to all or any portion of the Property or for any loss or diminution in value of that Property. In the event of loss, Borrower shall give immediate written notice to the insurance carrier and to Lender. Borrower hereby authorizes and empowers Lender as attorney-in-fact for Borrower to make proof of loss, to adjust and compromise any claim under insurance policies, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Lender's expenses incurred in the collection of such proceeds; provided however, that nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder. Borrower further authorizes Lender, at Lender's option, (a) to apply the balance of such proceeds to the payment of the obligations secured by this Trust Deed, whether or not then due, in the order of application set forth in Paragraph 7. or (b) to hold the balance of such proceeds to be used to reimburse Borrower for the cost of reconstruction or repair of the Property.

If the insurance proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. If the insurance proceeds are applied to the payment of the obligations secured by this Trust Deed, any such application of proceeds shall not extend or postpone the due dates of the installments referred to in Paragraphs 5. and 6. or change the amounts of such installments. If the Property is sold pursuant to Paragraph 28. or if Lender acquires title to the Property,

Lender shall have all of the right, title and interest of Borrower in and to any insurance policies and unearned premiums thereon and in and to the proceeds resulting from any damage to the Property prior to such sale or acquisition.

10. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS. Borrower (a) shall not commit waste or permit impairment or deterioration of the Property, (b) shall not abandon the Property, (c) shall restore or repair promptly and in a good and workmanlike manner all or any part of the Property to the equivalent of its original condition, or such other condition as Lender may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the costs of such restoration or repair, (d) shall keep the Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Property when necessary to keep such items in good repair, (e) shall be responsible for any damage or injury to property or person resulting from the condition of the Property and the activities of the Borrower, the Borrower's agents and employees, any independent contractor hired by Borrower, any tenant of Borrower and any person upon the Property with the express or implied consent of Borrower, and Borrower shall indemnify and save Lender harmless from any and all loss, liability or expense arising out of such condition or activities, (f) shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property, (g) shall comply with all easements, reservations, restrictions, conditions and other private regulations applicable to the Property, and (h) shall give notice in writing to Lender of and, unless otherwise directed in writing by Lender, appear in and defend any action or proceeding purporting to affect the Property, the security of this Trust Deed or the rights or powers of Lender. Neither Borrower nor any tenant or other person, without the written approval of Lender, shall remove, demolish or alter any improvement now existing or hereafter erected on the Real Property, or any fixture, equipment, machinery, appliance or Personal Property except when incident to the replacement of fixtures, equipment, machinery, appliances and Personal Property with items of like kind and at least equivalent value on which Lender will immediately have a valid first lien and security interest.

11. USE OF PROPERTY. Unless required by applicable law or unless Lender has otherwise agreed in writing, Borrower shall not allow changes in the use for which all or any part of the Property was intended at the time this Trust Deed was executed. Borrower will not initiate, join in or consent to any change in any private restrictive covenant or condition, zoning ordinance, or other public or private restriction, limiting or defining the uses which may be made of the Property or any portion thereof, without the prior written consent of the Lender.

12. PROTECTION OF LENDER'S SECURITY INTEREST. Upon any default by Borrower, or if any action or proceeding is commenced which affects the Property or the interest of Lender, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender, at Lender's option, and without waiver of any default, may make such appearances, disburse such sums and take such action as Lender deems necessary, in its sole discretion, to protect Lender's interest, including, but not limited to, (i) disbursement of attorneys' fees, (ii) entry upon the Property to make repairs, (iii) payment of rates, taxes, assessments, premiums and Other Impositions attributable to the Property, (iv) procurement of satisfactory insurance as provided in Paragraph 9. hereof.

Any amounts disbursed by Lender pursuant to this paragraph, with interest thereon, shall become additional indebtedness of Borrower secured by this Trust Deed. Unless Borrower and Lender agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate of one and one-half percent (1-1/2%) per month or the rate of interest on the Note, whichever is greater, but in no event exceeding the highest lawful rate. Lender may, at Lender's option, sue to collect all or any part of such amounts without foreclosing this Trust Deed and without affecting the Lender's right to foreclose this Trust Deed at any future time. Borrower hereby covenants and agrees that Lender shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the obligations secured hereby. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder, and Lender shall not incur any liability because of Lender's acts or omissions hereunder.

13. INSPECTION. Lender and persons authorized by Lender shall have the right to enter and inspect the Property at all reasonable times.

14. BOOKS AND RECORDS. Borrower shall keep and maintain at all times at Borrower's address stated above, or such other place as Lender may approve in writing, complete and accurate books of accounts and records adequate to reflect correctly the results of the operation of the Property and copies of all written contracts, leases and other instruments which affect the Property. Such books, records, contracts, leases and other instruments shall be subject to examination and inspection at any reasonable time by Lender. Upon Lender's request, Borrower shall furnish to Lender balance sheets, statements of income and expense, statements of changes in financial position, and copies of state and federal tax returns, for Borrower or the Property or both, each in reasonable detail and certified by Borrower and, if Lender shall require, by an independent certified public accountant.

15. CONDEMNATION. Borrower shall promptly notify Lender of any action or proceeding relating to any condemnation or other taking, whether direct or indirect, of the Property, or any part thereof, and Borrower shall appear in and prosecute any such action or proceedings unless otherwise directed by Lender in writing. Borrower authorizes Lender, at Lender's option, as attorney-in-fact for Borrower, to commence, appear in and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Lender.

Borrower authorizes Lender, after the deduction of Lender's expenses incurred in the collection of such proceeds, at Lender's option, (a) to apply the balance of such proceeds to the payment of the obligations secured by this Trust Deed, whether or not then due, in the order of application set forth in Paragraph 7., or (b) to hold the balance of such proceeds to be used to reimburse Borrower for the cost of reconstruction or repair of the Property. If the proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the Property, the Property shall be restored to the equivalent of its original condition or such other condition as Lender may approve in writing. If the proceeds are applied to the payment of the obligations secured by this Trust Deed, any such application of proceeds shall not extend or postpone the due dates of the installments referred to in Paragraphs 5. and 6. or change the amounts of such installments. Borrower agrees to execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking as Lender may require.

16. BORROWER AND LIEN NOT RELEASED. From time to time, Lender may, at Lender's option, without giving notice to or obtaining the consent of Borrower, Borrower's successors or assigns or of any junior lienholder or guarantors, without liability on Lender's part and notwithstanding Borrower's breach of any covenant or agreement of Borrower in this Trust Deed, extend the time for payment or performance of any obligation secured hereby or any part thereof, reduce the payments thereon, release anyone liable on any of said obligations, accept an extension or modification or renewal of said obligations, modify the terms and time of payment or performance of said obligations, release from the lien of this Trust Deed any part of the Property, take or release any other or additional security, reconvey any part of the Property, consent to any rezoning of any part of the Property, consent to any map or plat of the Property, consent to any encumbrance on any part of the Property, join in

any subordination or other agreement affecting the Property or this Trust Deed, or agree in writing with Borrower to modify the rate of interest or period of amortization of the Note or change the amount of the installments payable thereunder. Any actions taken by Lender pursuant to the terms of this paragraph shall not affect the obligation of Borrower or Borrower's successors or assigns to pay the obligations secured by this Trust Deed and to observe the covenants of Borrower contained herein, shall not affect the guaranty of any person, corporation, partnership or other entity for payment of the obligations secured hereby, and shall not affect the lien or priority of lien hereof on the Property. Borrower shall pay Lender a service charge, together with such title insurance premiums and attorney fees as may be incurred at Lender's option, for any such action if taken at Borrower's request.

17. FORBEARANCE BY LENDER NOT A WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any other right or remedy. The acceptance by Lender of payment of any sum secured by this Trust Deed after the due date of such payment shall not be a waiver of Lender's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Trust Deed, nor shall Lender's receipt of any awards, proceeds or damages under Paragraphs 9. and 15. hereof operate to cure or waive Borrower's default in payment or performance of obligations secured by this Trust Deed.

18. UNIFORM COMMERCIAL CODE SECURITY AGREEMENT. This Trust Deed is intended to be a security agreement pursuant to the Uniform Commercial Code for any portion of the Property which, under applicable law, may be subject to a security interest, and Borrower hereby grants Lender a security interest in that Property. Borrower agrees that Lender may file this Trust Deed, or a reproduction thereof, in the Real Estate Records, with the Secretary of State, or in any other appropriate index, as a financing statement with respect to that Property. In addition, Borrower agrees to execute and deliver to Lender, upon Lender's request, and Borrower irrevocably constitutes and appoints the Lender the attorney-in-fact of the Borrower, to execute, deliver, and if appropriate, to file with the appropriate filing officer or offices any security agreements, financing statements, continuation statements, or other instruments that the Lender may request or require to impose, perfect or continue the perfection of the lien or security interest created by this Trust Deed. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases, and shall pay all costs and expenses of any record searches for financing statements Lender may require. Without the prior written consent

of Lender, Borrower shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interests in the Property, including replacements and additions thereto. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Trust Deed, including the covenants to pay when due all obligations secured by this Trust Deed, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in Paragraph 28. of this Trust Deed. In exercising any of said remedies, Lender may proceed against the items of Real Property and any items of Personal Property separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided in Paragraph 28. Any disposition may be conducted by an employee or agent of the Lender or the Trustee. Any person, including both the Borrower and Lender, shall be eligible to purchase any part of such Property at that disposition. Expenses of retaking, holding, preparing for sale, selling or the like shall be borne by the Borrower and shall include the Lender's and the Trustee's attorney fees and legal expenses. The Borrower, upon demand of the Lender, shall assemble the Personal Property and make it available to the Lender at the Real Property, a place that is deemed to be reasonably convenient to the Borrower and the Lender. The Lender shall give the Borrower at least five (5) days prior written notice of the time and place of any public sale or other disposition, or of the time of, or after which, any private sale or other disposition is to be made.

19. LEASES OF THE PROPERTY. Borrower shall comply with and observe Borrower's obligations as landlord under all leases of the Property or any part thereof. Borrower, at Lender's request, shall furnish Lender with executed copies of all leases now existing or hereafter made of all or any part of the Property, and all leases now or hereafter entered into will be in form and substance subject to the approval of Lender. Without the prior written consent of the Lender, the Borrower shall not accept prepayments of rent exceeding one (1) month under any lease affecting any of the Property, modify or amend any lease, permit an assignment or sublease of any lease, or in any manner impair the Lender's interest, or any rents, royalties, income and profits of the Property. Upon the Lender's request the Borrower will execute and deliver to the Lender for recordation an assignment of leases on the Lender's form. All leases of the Property shall specifically provide that such leases are subordinate to this Trust Deed; that the tenant attorns to Lender, such attornment to be effective upon Lender's acquisition of title to the Property; that the tenant agrees to execute such further evidences of attornment as Lender may from time to time request; that the attornment of the tenant shall not be terminated by foreclosure; and that Lender may, at Lender's option, accept or reject such attornments. Borrower shall not, without Lender's written consent, request or consent to the

subordination of any lease of all or any part of the Property to any lien subordinate to this Trust Deed. If Borrower becomes aware that any tenant proposes to do, or is doing, any act or thing which may give rise to any right of set-off against rent, Borrower shall (i) take such steps as shall be reasonably calculated to prevent the accrual of any right to set-off against rent, (ii) notify Lender thereof and of the amount of said set-offs, and (iii) within ten (10) days after such accrual, reimburse the tenant who shall have acquired such right to set-off or take such other steps as shall effectively discharge such set-off and as shall assure that rents thereafter due shall continue to be payable without set-off or deduction.

20. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. The Borrower assigns to the Trustee, for the benefit of Lender, all existing and future rents, issues, profits and revenues from the Property and hereby assigns any leases in effect or hereafter in effect upon the Property or any part thereof. However, until the Borrower is in default under this Trust Deed or any obligations secured hereby, the Borrower shall have a license to collect and receive (but not more than one (1) month prior to accrual) those rents, issues, profits and revenues, and to retain, use and enjoy the same. Upon any default by Borrower, Lender may, at Lender's election, without notice to the Borrower, and as agent for the Borrower, take and maintain full control of the Property; oust tenants for nonpayment of rents; lease all or any portion of the Property, in the name of the Borrower, on such terms as Lender may deem advisable; make alterations or repairs Lender may deem advisable and deduct the cost thereof from the rent; receive all rents and income therefrom and issue receipts therefor; and out of the amount or amounts so received to pay the necessary operating expenses and retain or pay the customary charges for thus managing the property; pay the Lender any amount due upon the obligations secured by this Trust Deed; pay rates, taxes, assessments, premiums and Other Impositions; pay amounts necessary to carry out any covenant in this Trust Deed; the Lender to determine which items are to be met first, but to pay any overplus so collected to the Borrower, and those exercising this authority shall be liable to the owner only for the amount collected hereunder and the accounting thereof, and as to all others, persons exercising this authority are acting only as agent of the owner in the protection of the Lender's security interest. In no event is the right to such management and collection of such rents to affect or restrict the rights and remedies of the Lender upon default. If the rents, issues, profits and revenues from the Property are insufficient to meet the costs, if any, of taking control of and managing the Property, any funds expended by Lender for such purposes shall become obligations of Borrower to Lender secured by this Trust Deed.

21. TRANSFERS OF THE PROPERTY OR BENEFICIAL INTERESTS IN BORROWER; ASSUMPTION. On sale or transfer of (i) all or any part of the Property, or any interest therein, or (ii) any beneficial or ownership interest in Borrower (if Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) Lender may, at Lender's option, declare all of the sums secured by this Trust Deed to be immediately due and payable, and Lender may invoke any remedies permitted by Paragraph 28. of this Trust Deed. This option shall not apply in case of sales or transfers when the transferee's creditworthiness and management ability are satisfactory to Lender, Lender has consented in writing, and the transferee has executed, prior to the sale or transfer, a written assumption agreement containing such terms as Lender may require, including, if required by Lender, the imposition of an assumption fee, an increase in the rate of interest payable under the Note, and an increase in the periodic installments payable under the Note. Consent by Lender to one transfer of the Property shall not constitute consent to subsequent transfers or waiver of the provisions of this paragraph. No transfer by Borrower shall relieve Borrower of liability for payment and performance of the obligations secured by this Trust Deed.

22. CONSTRUCTION. If the obligations secured by this Trust Deed or any part thereof are being obtained for the purpose of financing construction of improvements on the Real Property, or if insurance or condemnation proceeds are held by Lender to reimburse Borrower for the cost of restoration and repair of the Property, then Lender may, at Lender's option, condition any disbursement on Lender's approval of such plans and specifications, contractor's cost estimates, architect's certificates, waivers of liens, sworn statements of mechanics and materialmen and such other evidence of costs, percentage completion of construction, application of payments, and satisfaction of liens as Lender may reasonably require. If Lender chooses to hold any insurance or condemnation proceeds for the restoration or repair of the Property, Lender will be entitled to an administration fee of one percent (1%) of the costs of such restoration or repair.

23. NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Trust Deed or in the Note shall be given by mailing such notice by certified mail addressed to Borrower at Borrower's address stated above or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Trust Deed or in the Note shall be deemed to have been given to Borrower or Lender on the date mailed when given in the manner designated herein.

24. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; AGENTS; CAPTIONS. The covenants and agreements herein contained shall bind and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 21. hereof. All covenants and agreements of Borrower shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents or independent contractors as authorized by Lender. The captions and headings of the sections of this Trust Deed are for convenience only and are not to be used to interpret or define the provisions hereof.

25. WAIVER OF STATUTE OF LIMITATIONS. To the full extent permitted by law, Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Trust Deed or to any action brought to enforce the Note or any other obligation secured by this Trust Deed.

26. WAIVER OF MARSHALLING. Notwithstanding the existence of any other security interests in the Property held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Property shall be subjected to the remedies provided herein. Lender shall have the right to determine the order in which any or all portions of the obligations secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower, any party who consents to this Trust Deed and any party who now or hereafter acquires a security interest in the Property hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

27. DEFAULT. Time is of the essence of this Trust Deed. The following shall constitute events of default:

a. Failure of Borrower to pay any portion of the obligations secured by this Trust Deed when they are due.

b. A default under any security agreement, mortgage or trust deed securing any guarantee of Borrower's obligations to Lender.

c. Failure of Borrower within the time required by this Trust Deed to make any payment of rates, taxes, assessments, premiums or Other Impositions, or of reserves for such payment, or any other payment necessary to discharge or prevent filing of any lien.

d. Transfer or agreement to transfer any part or interest in the Property in any manner whatsoever, including, but not limited to, allowing any lien inferior to this Trust Deed, or any lease of any portion of the Property, without the

prior written consent of Lender, as required under any paragraph of this Trust Deed.

e. Dissolution, termination of existence, insolvency on a balance sheet basis or business failure of Borrower; the commencement by Borrower of a voluntary case under the federal bankruptcy laws or under any other federal or state law relating to insolvency or debtor's relief; the entry of a decree or order for relief against Borrower in an involuntary case under the federal bankruptcy laws or under any other applicable federal or state law relating to insolvency or debtor's relief; the appointment or the consent by Borrower to the appointment of a receiver trustee, or custodian of Borrower or of any of Borrower's property; an assignment for the benefit of creditors by Borrower; the making or suffering by Borrower of fraudulent transfer under applicable federal or state law; concealment by Borrower of any of its property in fraud of creditors; the making or suffering by Borrower of a preference within the meaning of the federal bankruptcy law; the imposition of a lien through legal proceedings or distraint upon any of the property of Borrower which is not discharged in the manner permitted by Paragraph 8.; or Borrower's failure generally to pay its debts as such debts become due. The events of default in this paragraph shall apply and refer to Borrower and to each of the individuals or entities which are collectively referred to as "Borrower."

f. Failure of Borrower to make any payment or perform any obligation under any superior liens or encumbrances, within the time required thereunder.

g. Commencement of any suit or other action to foreclose or enforce any lien, charge or encumbrance on all or any part of the Property.

h. Failure to comply with the provisions of any loan agreement, any agreement that guarantees any part of the obligations secured by this Trust Deed, or any other present or future agreements relating to this Trust Deed or the obligations secured by this Trust Deed.

i. Failure of Borrower to perform any other obligation under this Trust Deed within the period of time, if any, that the Lender may elect in its discretion to grant in writing to Borrower to cure that failure.

28. RIGHTS AND REMEDIES ON DEFAULT.

a. REMEDIES. Upon the occurrence of any event of default and at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

(1) Lender may declare all sums secured by this Trust Deed immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

(2) The Trustee shall have the right to foreclose by notice and sale, or Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with applicable law.

(3) If this Trust Deed is foreclosed by judicial procedure, Lender will be entitled to a judgment which will provide that if the foreclosure sale proceeds are insufficient to satisfy the judgment, execution may issue for any amount by which the unpaid balance of the obligations secured by this Trust Deed exceeds the net sale proceeds payable to Lender.

(4) With respect to all or any part of the Property that constitutes personalty, Lender shall have all rights and remedies of a secured party under the Uniform Commercial Code.

(5) Lender shall have the right to take possession of the Property and collect all the rents and revenues of the Property in accordance with Paragraph 20. of this Trust Deed and/or in any other Assignment of Rents.

(6) Lender shall have the right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, to collect all the rents and revenues from the Property and apply the proceeds, over and above costs of the receivership, against the sums due under this Trust Deed. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the sums due under this Trust Deed by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

(7) In the event Borrower remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower, Borrower shall become a tenant at will of Lender or the purchaser of the Property and shall pay a reasonable rental for use of the Property while in Borrower's possession.

(8) Lender may apply toward the payment of any obligations secured by this Trust Deed such sums or any part thereof held by the Lender under the provisions of this Trust Deed, or any indebtedness of the Lender to the Borrower.

(9) Trustee and Lender shall have any other right or remedy provided in this Trust Deed, the Note, any loan agreement, or any other present or future agreements delivered by Borrower in connection therewith, or available at law, in equity or otherwise.

b. RIGHTS OF RECEIVER OR LENDER-IN-POSSESSION. Upon taking possession of all or any part of the Property, the Lender has all the rights and remedies outlined in Paragraph 20. of this Trust Deed and/or in any other Assignment of Rents.

c. SALE OF THE PROPERTY. In exercising its rights and remedies, the Trustee or Lender may, at Lender's sole discretion, cause all or any part of the Property to be sold as a whole or in parcels, and certain portions of the Property may be sold without selling other portions. Lender may bid at any public sale on all or any portion of the Property.

d. WAIVER; ELECTION OF REMEDIES. A waiver by Lender of a breach of a provision of this Trust Deed shall not constitute a waiver or prejudice the Lender's right otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and all remedies of Lender under this Trust Deed are cumulative and nonexclusive, and may be exercised concurrently, independently, or successively, in any order whatsoever. An election to make expenditures or take action to perform an obligation of Borrower shall not affect Lender's right to declare a default and exercise its remedies under this Trust Deed.

29. RECONVEYANCE. Upon payment and performance of all obligations secured by this Trust Deed, Lender shall (a) request Trustee to reconvey the Real Property and shall surrender this Trust Deed and all notes evidencing indebtedness secured by this Trust Deed to Trustee, and (b) execute such documents as are reasonably required to terminate Lender's security interest in the Personal Property. Trustee shall reconvey the Property without warranty to the person or persons legally entitled thereto. Such person or persons shall pay Trustee's costs incurred in so reconveying the Property.

30. SUBSTITUTE TRUSTEE. In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

31. ACCEPTANCE OF TRUST. Trustee accepts this trust when this Trust Deed, fully executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of a pending sale under any other trust

deed or of any action or proceeding in which Borrower, Lender or Trustee shall be a party unless such action or proceeding is brought by Trustee.

32. ESTOPPEL CERTIFICATE. Borrower will promptly furnish, at the Lender's request, a duly acknowledged written statement setting forth all amounts due on the obligations secured by this Trust Deed, stating whether any offsets or defenses exist, and containing any other matters that the Lender may reasonably require.

33. IMPOSITION OF TAX BY STATE.

a. STATE TAXES COVERED. The following constitute state taxes to which this paragraph applies:

(1) A specific tax upon trust deeds or upon all or any part of the indebtedness secured by a trust deed.

(2) A specific tax on a grantor which the taxpayer is authorized or required to deduct from payments on the indebtedness secured by a trust deed.

(3) Tax on a trust deed chargeable against the beneficiary or the holder of the note secured.

(4) A specific tax on all or any portion of the indebtedness or on payments of principal and interest made by a grantor.

b. REMEDIES. If any state tax to which this paragraph applies is enacted subsequent to the date of this Trust Deed, this shall have the same effect as a default, and Lender may exercise any or all of the remedies available to it in the event of a default unless the following conditions are met:

(1) Borrower may lawfully pay the tax or charge imposed by the state tax, and

(2) Borrower pays the tax or charge within thirty (30) days after notice from Lender that the tax law has been enacted.

34. LEGAL EXPENSES. If Borrower shall be in default as specified above, or if Lender seeks adequate protection of Lender's interest under the Bankruptcy Code, the Borrower shall pay to the Trustee and the Lender all reasonable expenses incurred by the Trustee and/or the Lender, at any time necessary in the Trustee's or Lender's opinion for the protection of the Lender's interest or the enforcement of the Trustee's or Lender's rights, including, but not limited to, the cost of searching records, obtaining title reports, surveyors' reports, attorney opinions or title insurance, whether or not in connection with

any legal proceeding; and the amount of such expense, with interest thereon from the date incurred at the rate of one and one-half percent (1-1/2%) per month or the rate of interest on the Note, whichever is greater (but in no event exceeding the highest lawful rate), shall be secured by this Trust Deed. If any legal proceeding is commenced to foreclose this Trust Deed or which concerns this Trust Deed in any way or arises from the execution hereof, including appeals, the prevailing party shall be entitled to recover reasonable attorney fees. If this Trust Deed is foreclosed by judicial procedure, the Lender shall, in addition, be entitled to recover at the time the judgment of foreclosure is entered an amount equal to the reasonable attorney fees and legal expenses which Lender reasonably anticipates will be incurred in enforcing and collecting such judgment.

35. COMPLIANCE WITH ENVIRONMENTAL LAWS. Borrower represents and warrants to Lender that to the best of Borrower's knowledge the following representations are true, and Borrower shall hereafter exercise Borrower's best efforts to cause such representations to remain true:

a. All conditions on the Real Property, the use of the Real Property, and all activities upon the Real Property have conformed and shall conform at all times to all applicable environmental laws and regulations and other restrictions governing the condition of the Real Property, the use thereof or any activities thereon.

b. To the best of Borrower's knowledge after due and diligent inquiry no hazardous substances are stored, located, used or produced on any adjacent property nor have any hazardous substances been stored, located, used, produced, or released on any adjacent property prior to Borrower's ownership, possession or control of the Real Property.

Borrower will not cause nor permit any activities on the Real Property which directly or indirectly could result in the release of any hazardous substance onto or under the Real Property or any other property. Borrower agrees to provide written notice to Lender immediately upon Borrower becoming aware that the Real Property or any adjacent property is being or has been subject to a release of any hazardous substance.

Lender and its representatives may enter the Real Property at any time for the purpose of conducting an environmental audit, committing only such injury to the Real Property as may be necessary to conduct the environmental audit. Lender shall not be required to remedy any such injury or compensate Borrower therefor. Borrower shall cooperate in all respects in the performance of the audit. Borrower shall pay the costs of any environmental audit if either a default exists under this Trust Deed at the time Lender arranges to have the audit performed or the audit reveals a default pertaining to hazardous substances.

If Borrower refuses to permit Lender or its representatives to conduct an environmental audit on the Real Property, Lender may specifically enforce performance of this provision.

Borrower will indemnify and hold Lender harmless from and against any and all claims, demands, damages, cleanup and other costs, expenses, losses, liens, liabilities, penalties; fines, lawsuits and other proceedings (including attorneys fees) arising directly or indirectly from or out of, or in any way connected with (i) the breach of any representation, warranty, covenant or agreement concerning hazardous substances contained herein or in any other document executed by Borrower in connection with the loan evidenced by the Note; (ii) any release onto or under the Real Property or other property of any hazardous substance which occurs as a direct or indirect result of the acts or omissions of Borrower, its directors, officers, employees, agents, or independent contractors; and (iii) any release onto or under the Real Property of any hazardous substance which occurs during Borrower's ownership, possession, or control of the Real Property.

If Lender shall at any time, through the exercise of any of its remedies under this Trust Deed, or by taking a deed in lieu of foreclosure, hold title to or own all or any portion of the Real Property in Lender's own right, Lender may, at its option, convey all or any portion of the Real Property to Borrower. Borrower covenants and agrees that it shall accept delivery of any instrument of conveyance and resume ownership of all or any portion of the Real Property in the event Lender exercises its option hereunder to convey all or any portion of the Real Property to Borrower. Lender, in Lender's sole discretion, shall have the right to record any instrument conveying all or any portion of the Real Property to Borrower and such recordation shall be deemed acceptance of the instrument and conveyance by Borrower.

All Borrower's representations, warranties, covenants and agreements contained herein regarding hazardous substances, including but not limited to Borrower's agreement to accept conveyance of all or any portion of the Real Property from Lender and resume ownership, shall survive foreclosure of this Trust Deed or acceptance by Lender of a deed in lieu of foreclosure.

For purposes of this Trust Deed, the term "hazardous substances" means any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, or a hazardous, toxic or radioactive substance (or designated by any other similar term) by any applicable federal, state or local statute, regulation or ordinance now in effect or in effect at any time during either the term of this Trust Deed or however long Borrower remains in possession, custody, or control of the Real Property following either foreclosure of this Trust Deed or acceptance by Lender of a deed in lieu of foreclosure.

36. GOVERNING LAW; SEVERABILITY. This Trust Deed shall be governed by the law of the State of Oregon. In the event that any provision or clause of this Trust Deed or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Trust Deed or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Trust Deed and the Note are declared to be severable.

37. CHANGES IN WRITING. This Trust Deed and any of its terms may only be changed, waived, discharged or terminated by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Any agreement subsequently made by Borrower or Lender relating to this Trust Deed shall be superior to the rights of the holder of any intervening lien or encumbrance.

[Signature]

STATE OF Oregon)
County of Klamath) ss.

The foregoing instrument was acknowledged before me this 3 day of April, 1991 by Lawrence Jespersen of Jespersen-Edgewood, Inc an Oregon corporation, on behalf of the corporation.

Dick L. Young
Notary Public for Oregon
My Commission Expires: 9-21-92

[Notary Seal: DICK L. YOUNG, NOTARY PUBLIC, STATE OF OREGON, COM. NO. 3300]

EXHIBIT A

1. 6924

The following described real property situate in Klamath County, Oregon, Township 37 South, Range 10 East of the Willamette Meridian,

- Section 7: E $\frac{1}{2}$ SE $\frac{1}{2}$ NE $\frac{1}{2}$
Section 8: NW $\frac{1}{2}$, S $\frac{1}{2}$, W $\frac{1}{2}$ W $\frac{1}{2}$ SW $\frac{1}{2}$ NE $\frac{1}{2}$
Section 9: SW $\frac{1}{2}$, NE $\frac{1}{2}$ SE $\frac{1}{2}$, W $\frac{1}{2}$ SE $\frac{1}{2}$
Section 15: SW $\frac{1}{2}$, S $\frac{1}{2}$ SE $\frac{1}{2}$ and NW $\frac{1}{2}$ SE $\frac{1}{2}$
Section 16: All
Section 17: All
Section 18: E $\frac{1}{2}$ NE $\frac{1}{2}$, E $\frac{1}{2}$ W $\frac{1}{2}$ NE $\frac{1}{2}$, and E $\frac{1}{2}$ SE $\frac{1}{2}$
Section 19: NE $\frac{1}{2}$ NE $\frac{1}{2}$
Section 20: E $\frac{1}{2}$ and N $\frac{1}{2}$ NW $\frac{1}{2}$
Section 21: All
Section 22: All
Section 23: W $\frac{1}{2}$ and W $\frac{1}{2}$ SE $\frac{1}{2}$
Section 26: W $\frac{1}{2}$ and W $\frac{1}{2}$ E $\frac{1}{2}$
Section 27: E $\frac{1}{2}$ and NW $\frac{1}{2}$
Section 28: SW $\frac{1}{2}$, NW $\frac{1}{2}$
Section 29: SE $\frac{1}{2}$
Section 34: NE $\frac{1}{2}$ NE $\frac{1}{2}$
Section 35: N $\frac{1}{2}$ NW $\frac{1}{2}$ and NW $\frac{1}{2}$ NE $\frac{1}{2}$

Excepting therefrom any portion lying within existing roadways, ditches or canals.

Subject only to those certain encumbrances described in paragraphs 4 and 5 of that certain Restructure Agreement dated for reference purposes April 15, 1991 (with an agreed effective date of March 1, 1990), among Bank of America National Trust & Savings Association, Jespersen-Edgewood, Inc. and certain individual guarantors described in the Restructure Agreement.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 16th day
of April A.D., 19 91 at 2:28 o'clock P M., and duly recorded in Vol. M91,
of Mortgages on Page 6903.

FEE \$113.00

Evelyn Biehn - County Clerk

By Debra M. Henderson

Return: KCTC

EXHIBIT A