Vol. Mo Page 3068

THIS TRUST DEED, made this ______day of _____February

as Trustee, and as Grantor, as I rustee, and ROSS COURTNEY RYDING and CANDACE MAY RYDING, aka Ross C. Ryding & Candace M. Ryding, husband and wife

as Beneficiary,

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property

Klamath County, Oregon, described as: Lot 2, Block 6, STEWART ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. in

THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST DEED AND IS BEING RECORDED SECOND AND JUNIOR TO A REAL ESTATE CONTRACT IN FAVOR OF HENRY CRUTCHFIELD & IRENE D. CRUTCHFIELD.

The above described real property is not currently used for agricul

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

1. To protect, preserve and maintain said property in good condition and repair; not to remove wasted of said property in good and workmanlike to commit or permit any protection of the committen of the contracted of any property in good and workmanlike removed thereon, and when due all coats increded, damaged destroyed thereon, and when due all coats incredit thereon, and the contracted, damaged of the comply with all laws, ordinances, resultations, covenants, conditions in restrictions with all laws, ordinances, resultations, covenants, conditions in restrictions and statements put the beneficiary so request, to in a restriction statements afterments and to pay for liting such in the coal Code as the beneficiary may require and to pay for liting since in the public office or offices, as well as the cost of all lien scarcies made to be filing officers or searching agencies as may be deemed desirable by the beneficiary.

destroyed threath, and pay when due to the property of the pay to the pay to

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any testification or other agreement affecting this deed or the lien or charge subordination or other agreement affecting this deed or the lien or charge the subordination or other agreement affecting this deed or the lien or charge the subordination or other agreement affecting this deed or the lien or charge the subordination or other agreement affecting this deed or the lien or charge the subordination of the proporty. The subordination of the property of the property

the manner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantor or any other person to privileged by ORS 86.753, may cure the default of defaults. It the default consists of a failure to pay, haying the sums secured by the trust deed, the default may be cure portion as would entire amount due at the time of the cure other than suce portion as would entire amount due at the time of the cure other than suce portion as would entire amount due at the time of the cure other than suce portion as would be sufficient to the cure of the cure of the cure of the performance required under the bring cured may be cured by no case, in addition curing the default of defaults, the person electing the cure shall pay on the beneficiary all cost and expenses actually incurred in enforcing the obligation of the trust dead together with trustee's and attorney's fees not excreding the amounts provided by law.

14. Otherwise, the sale shall be held in the late of the sale shall be held in the late of the sale shall be held in the late of the sale shall be held in the late.

together with trustee's and attorney's fees 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 postpaned as provided by law. The trustee may sell said property either in one parcel or in separate parcel and shall sell the parcel or in separate parcel and shall sell the parcel of sale. Trustee autions the highest bidder for each, payable at the parcel of sale. Trustee autions the property so sold, but without any coverant or warmen, express or implied the recitals in the deed of any matters of fact shall be conclusive proof the truthfulness thereof. Any person, excluding the trustee, but including the granter and beneficiary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee

the grantor and beneliciary, may purchase at the sale.

15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee attorney. (2) to the obligation secured by the trustee in the trustee and attorney. (2) to the obligation secured by the trustee in th

surplus, it any, to the granter or to his successor in interest entitled to such surplus. 16. Beneficiary may from time to time appoint a successor or successor for the surplus of the property of the successor truster and interest, and without convergence to the successor truster. The latter shall vested with all title, provided and duties conferred upon any truster herein names to appoint the result of the successor truster. Such such appointment and substitution shall be made by written instrument. Each such appointment which the property is situated, shall be conclusive proof of proper appointment of the successor truster.

of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and a recommendated 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, hereliciary or trustee trust or of any action or proceeding is brought by 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 Real Estate Contract by and between Henry Crutchfield & Irene D. Crutchfield as vendors and Ross Courtney Ryding & Candace May Ryding, husband and wife as vendees, which buyer herein does not agree to assume, and sellers further agree to hold buyer harmless therefrom 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 granter 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, secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine dender includes the leminine 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 beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stavens-Ness Form No. 1319, or equivalent, of compliance with the Act is not required, disregard this notice. x Kabert & Robert G. Blake (if the signer of the above is a corporation, use the form of acknowledgement opposite.) STATE OF OREGON, County of Klamath... STATE OF OREGON, This instrument was acknowledged before me on Rebert G. Blake County of This instrument was acknowledged before me on OTARY (SERLY B Camela) Spenca Notary Fublic tor On My commission expires: 8/16/ff Notary Public for Oregon My commission expires:

> REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid.

TO:

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said found have have fully said and estimated. You harshy are directed on navment to you of any sums owing to you under the terms of 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 hazarith for the mich said trust deed (which are delivered to you have the foreign dead) and to recovery without wasterness. said trust deed or pursuant to statute, to cancel all evidences of indeptedness 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 DATED:

(SEAL)

Beneficiary ver Dood OR THE NOTE which it

The NOTE W	hich it secures. Beth must be delivered	to the trustee of	
Robert G. Rlake Grantor Ross Courtney Ryding & Candace May Ryding	SPACE RESERVED FOR RECORDER'S USE	of	owithin instrumed on the dimensional desired on the dimensional desired on the dimensional desired on the dimensional desired file file finstrument desired file file file file file file file file
AFTER RECORDING RETURN TO SOUNTAIN TITLE COMPANY		Witness my h. County affixed.	and and seal o
	· · · · · · · · · · · · · · · · · · ·	Ву	

THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST DEED AND IS SECOND AND SUBORDINATE TO THE CONTRACT NOW OF RECORD, DATED DECEMBER 30, 1975 AND RECORDED JANUARY 19, 1976 IN VOLUME M76, PAGE 891, MICROFILM RECORDS OF KLAMATH COUNTY, OREGON, IN FAVOR OF HENRY CRUTCHFIELD AND IRENE D. CRUTCHFIELD, HUSBAND AND WIFE. THE BENEFICIARIES HEREIN, AGREE TO PAY, WHEN DUE, ALL PAYMENTS DUE UPON THE SAID CONTRACT IN FAVOR OF HENRY CRUTCHFIELD AND IRENE D. CRUTCHFIELD, AND WILL SAVE GRANTOR HEREIN HARMLESS THEREFROM. SHOULD THE SAID BENEFICIARY HEREIN DEFAULT IN MAKING ANY PAYMENTS DUE UPON SAID PRIOR CONTRACT, GRANTOR HEREIN MAY MAKE SAID DELINQUENT PAYMENTS AND ANY SUMS SO PAID BY THE GRANTOR HEREIN SHALL THEN BE CREDITED UPON THE SUMS NEXT TO BECOME DUE UPON THE NOTE SECURED BY THIS

STATE OF	OREGON: COUNTY OF KI	AMATH: ss.			
Filed for re	ecord at request of A.D., 19 of	96	ck P M., and du	IIV recorded in Vol. WOC	day
FEE	\$13.00		On Page	Sounty Clerk	_,
· ` · •	And the second s			(iii (iii))	