

19 86, between
12, as Grantor,

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

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

and jointly by JOSEPH W. CROTTY

and jointly by JOSEPH W. CROTTY

[illegible]

Dollars, with interest thereon according to the terms hereof, if not sooner paid, to be due and payable on the final installment of said note becomes due and payable. In the event of the death, disability, resignation or alienation by the grantor without first having assigned or alienated the same, the above sum shall be due and payable, irrespective of the maturity date hereof.

It is the date, stated above, on which the principal and interest therein is sold, agreed to be sold, conveyed, assigned or otherwise disposed of, at the beneficiary's option, all obligations secured by this instrument, and

...cultural, timber or grazing purposes

restriction, deed or the lien or charge in any reconveyance, and the recitals therein of any persons legally entitled thereto, and the recitals thereof. Trustee's fees for any of the foregoing shall be not less than \$5.

10. Upon any default by agent or by a receiver to be appointed, due notice, either in person, by agent or any security for the indebtedness hereby assigned to the adequacy of said property or any part thereof, in its own condition, and

[illegible]

The entering upon and taking possession of said property, the collection of profits or the proceeds of fire and other insurance policies, or the making or damage of the property, shall not less than

[illegible]

to the beneficiary of the insurance now or hereafter in the same at grantor's expense. This policy may be applied by the beneficiary.

in such order as beneficiary may proceed to foreclose this trust in the manner provided by law for mortgage foreclosure if the amount so collected, or any part thereof, shall not cure or satisfy the debt secured by the mortgage or release shall not cure or satisfy the debt secured by the mortgage or the trustee shall not act done pursuant to the power conferred upon him hereunder.

trust deed in equity, in the advertisement and sale. In the cause and to be recorded his written notice of the obligations secured hereby, described real property to satisfy the time and place of sale, give notice thereof as then provided in the trust deed in the manner provided in O

13. Should the beneficiary elect to foreclose by advertisement _____ time prior to five days before the date set by the trustee to foreclose by advertisement _____ the entire amount of the loan.

the obligations described in
and become a part of the debt

[illegible][illegible]

proceeding purporting to affect the highest deed in form, without any covenant or warranty, express or implied, shall be conclusive proof of the truthfulness of the facts stated in the same, and the trustee, but including the grantor and beneficiary, may

15. When trustee sells pursuant to the expenses of sale, apply the proceeds of sale to payment of (1) the expenses of sale, (2) to all persons having claims against the trust deed, (3) to all persons having claims against the trust deed as therein provided, however, in case the suit is decided in favor of the prevailing party shall

compensation secured by the trustee in the discharge of his obligation to the interest of the trustee in the trust. (3) The subsequent to the interest of their priority and (4) the surplus, if any, appear in the order of their priority to such surplus.

16. For any reason permitted by law, if the donor or his successor or successors to any trustee named herein shall die, be disabled, be absent from the country, or be a minor, or be otherwise unable to execute the trust hereunder, then the power herein conferred upon the donor or his successor or successors to appoint or to remove and appoint hereunder, upon such appointment, and without the necessity of the donor or his successor or successors being present, shall be vested with all title, powers and authority in and to the trust property herein created in the trustee or trustees so appointed hereunder. Each such appointment or removal or appointment hereunder, shall be executed by the trustee or trustees so appointed hereunder, and shall be binding upon the trust property herein created.

monies payable as compensation to the successor trustee, named herein, upon any trustee hereinafter named, shall be made by written instrument of record, which instrument shall be filed in the County Clerk's Office, and the County Clerk's Office shall be the conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and recorded as provided by law. Trustee is not obliged to file this deed under any other deed of trust.

beneficiary's request.
upon written request of beneficiary,
deed and the note for endorsement (in
effecting the liability of any
the making

and those claiming under him, that he is lawfully

and has a valid, unencumbered titled thereto

trustee hereunder must be either an attorney, who is an attorney in business under the laws of Oregon or the United States, a title insurance agent, who is a title insurance agent in business under the laws of Oregon or the United States, or the United States or any agency thereof.

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

78883
21116

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, household or agricultural purposes (see Important Notice below),
(b) for an organization or (even if grantor is a natural person) are for business or commercial purposes other than agricultural 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.

You have the option to cancel your contract or agreement of sale by notice to the seller until midnight of the fourteenth day following the signing of the contract or agreement.

If you did not receive a Property Report prepared pursuant to the rules and regulations of the Office of Interstate Land Sales Registration, U.S. Department of Housing and Urban Development, in advance of your signing the contract or agreement, this contract or agreement may be revoked at your option for two years from the date of signing.

* 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 or 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. If compliance with the Act not required, disregard this notice.

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

(ORS 93.490)



STATE OF CALIFORNIA,

COUNTY OF Los Angeles

SS.

On this the 30 day of October 19 86 before me, the undersigned, a Notary Public in and for said County and State, personally appeared

Kerry S. Penn

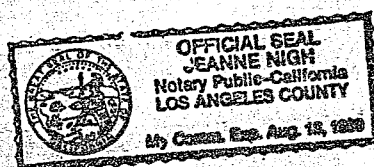
personally known to me to be the person whose name is subscribed to the within instrument as a witness thereto, who being by me duly sworn, deposed and said: That Kerry S. Penn resides at Tarzana, CA

that was present and saw Timothy P. Nysted & Barbara J. Nysted

personally known to be that person described in, and whose name is subscribed to the within annexed instrument, execute the same, and that affiant subscribed name thereto as a witness to said execution.

Signature

FOR NOTARY SEAL OR STAMP



CAL-378 (Rev. 8-82) Ack. Witness

Staple

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 86 at Tarzana, California. 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.

Beneficiary

TRUST DEED

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 19th day of November, 19 86, at 1:58 o'clock P. M., and recorded in book M86 on page 21115 or as file/freel number 63387. Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn,

Klamath County Clerk

Title

Fee: \$9.00

By Ann Smith Deputy

35 N. Lake Rd
Pasadena, CA 91101