

93725

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between

THIS TRUST DEED, made this 8th day of November, 1937, between

JIMMIE D. HUGGINS & JIMMIE D. HUGGINS, JR. not as
of survivorship MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY
as Grantor, Husband & wife or survi

HARRY ALDRIDGE & AUDREY ALDRIDGE, Husband & wife or survivor
as Beneficiary,

WITNESSETH:

WITNESSETH:
Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in _____ County, Oregon, described as:
Klamath _____
_____ WILLIAMS ADDITION, according to the official plat thereof _____ Oregon.

The East $\frac{1}{2}$ of Lot 7, Block 3, WILLIAMS ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No. 3809-28CD-11200

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal at New York City, New York, this _____ day of _____, 19____.

BY THE GRANTOR:

AND THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of FIVE HUNDRED NINETY & 00/100—

I hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of the County of _____ State of _____.

Dated this _____ day of _____, 19____.

Notary Public in and for the State of _____

My Commission Expires _____

[illegible][illegible]

FIFTEEN (\$15,590.00) _____

note of even date herewith, payable to beneficiary or order and made by grantor, the final payment _____, 19____.

not sooner paid, to be due and payable per terms of note _____, on which the final 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, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

granting any easement or creating any restriction thereon; (c) join in an agreement affecting this deed or the lien or charge thereon; (d) subordinate or otherwise agree to subordinate any other agreement affecting this deed or any part of the property. The undersigned hereby agrees, without warranty, all or any part of the person or persons named herein, shall be described as the "person or persons" referred to in the foregoing paragraph.

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 or demolish any building or improvement thereon; and not to permit any waste of said property. In good and workmanlike manner, he constructed, damaged or

2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed by fire, lightning, explosion, flood, wind, earthquake, or any other cause, and to pay when due all costs incurred therefor.

[illegible]

any part thereof, may be released or notice of default hereunder or invalidate any part thereof, may be released or notice of default hereunder and to pay all not cure or waive such notice.

act done pursuant to said premises free from construction liens and to pay all

[illegible]

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee and attorney's in connection with or in enforcing this obligation and trustee's and attorney's defend any action or proceeding purporting to

[illegible]

It is mutually agreed that:

It is mutually agreed that:

8. In the event that any portion of or all of said property shall have the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to require that attorney's fees be necessarily paid in full, compensation for such suits, expenses and attorney's fees be necessarily paid in full by all reasonable means in such proceedings, and expenses and attorney's fees, incurred by it first upon any reasonable basis and expenses incurred by beneficiary applied by the trial and appellate courts and the balance of such such costs, both in and/or attorney's fees, as necessary in taking such such costs, be secured hereby; and such instruments as shall request.

9. Beneficiary shall promptly upon beneficiary, time to time upon written request of beneficiary, promptly upon beneficiary, time to time upon written request of beneficiary,

(a) consent

[illegible]

granted in trust thereto," and the truthfulness thereof. Trustee's fee shall be \$5.00 per month, payable in advance. The principal of the loan shall be repaid by the beneficiary at any time, and the principal of the loan shall be repaid by the beneficiary at any time, and the principal of the loan shall be repaid by the beneficiary at any time.

11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of fire 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 operate to validate any act done by the grantor in violation of the provisions of this lease, nor shall any default or notice of default hereunder or invalidate any act done pursuant to such notice.

[illegible][illegible]

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said parcels or parcels as are pointed out as provided by parcels and shall sell the time of sale. Trustee in the parcel or in separate parcels for cash, payable at the time of sale. Consenting to the sale of the property under the terms and conditions as required by law, conveying the property to the purchaser its deed in venant or warranty, exacting a full and complete title, but without any matters of fact shall be conclusive proof of the property. The recitals in the deed of any person, excluding the trustee, but including the trustee, shall be taken as true and correct. Any purchase at the sale, provided herein, trustee shall be binding on the trustee and the heirs, assigns and assigns of the trustee.

[illegible]

16. Beneficiary may herein from time to time appoint a successor or successors to any trustee named herein and without concurrence to the successor or successors. Upon such appointment and without concurrence to the successor or successors, the latter shall be named or appointed as such successor or successors upon any trustee hereinafter made by written instrument executed by the beneficiary and substitution shall be made by the records of the county in which the property is situated, which, if properly situated, shall be conclusive proof of proper appointment and the successor trustee shall succeed to this trust when this deed, duly executed and recorded, is recorded by law. Trustee is not required to record this deed.

[illegible]

9. At any time and from time to time, the trustee hereunder may, at its option, cancel this deed by recording a deed of cancellation, without cost to the grantor, in the public records of the county in which this deed is recorded. The trustee shall be a party unless such action is necessary to protect the interests of the beneficiaries. In the event of cancellation, the trustee shall be a party unless such action is necessary to protect the interests of the beneficiaries. In the event of cancellation, the trustee shall be a party unless such action is necessary to protect the interests of the beneficiaries.

10. 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.

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.

73090

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

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).

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.

Jimmie D. Huggins
Jimmie D. Huggins
Jimmie D. Huggins Jr.

Jimmie D. Huggins, Jr.

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

STATE OF OREGON,)
County of Klamath) ss.

This instrument was acknowledged before me on

11-8-88 by
Jimmie D. Huggins & Jimmie D. Huggins

James D. Huggins
Notary Public for Oregon
My commission expires: 8-16-92

STATE OF OREGON,)
County of _____) ss.

This instrument was acknowledged before me on _____

19____, by _____

as _____

of _____

Notary Public for Oregon (SEAL)
My commission expires: _____

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.

Jimmie D. Huggins & Jimmie D.
Huggins, Jr.

2517 Calcasno
Ceres, CA 95307

Grantor

Harry Aldridge & Audrey Aldridge
5240 Bristol

Klamath Falls, OR 97601

Beneficiary

AFTER RECORDING RETURN TO

MOUNTAIN TITLE COMPANY

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,)
County of Klamath) ss.

I certify that the within instrument was received for record on the 10th day of Nov., 1988, at 3:00 o'clock P.M., and recorded in book/reel/volume No. M88 on page 19079 or as fee/file/instrument/microfilm/reception No. 93725, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

NAME

TITLE

By *Evelyn Biehn* Deputy

Fee \$13.00