⁰⁰ 94040	TRUST DEED	Vol. <u>m88</u> Page 19547
JIMMIE D. HUGGINS and ALFREDA M. and IRENE B. HUGGINS, husband an survivorship MOUNTAIN TITLE CON BEVERLY L. WPICHT		ALLE, AND JIMILE DUUGLAS HIGGIN
BEVERLY L. WRIGHT	en part in the second second	
as Beneficiary,	WITNESSETH:	ee in trust, with power of sale, the proper

SEE ATTACHED LEGAL DESCRIPTION OF WHICH IS MADE A PART HEREOF BY THIS REFERENCE.

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 thereot and all fixtures now or hereafter attached to or used in connecfor with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

sum of FIFTEEN THOUSAND AND NO/100

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LEAST DEED

It is mutually agrood that:

It is mutually aftrood that: It is mutually aftrood that: It is mutually aftrood that: It is mutually aftrood that: It is mutually aftrood that: It is mutually aftrood that and any portion of the monies payable right, it is so electronic terms and aftroney's less necessarily paid or as compensation on the train any argument of the monies payable to pay all reasonable costs, expenses and attorney's less necessarily paid or applied by it first and appellate courts, necessarily paid or incurred by bene-ticary in such and appellate courts, necessarily paid or incurred by bene-ticary in such and appellate courts, necessarily paid or incurred by bene-ticary in such appendiate shall be not be the and the beneficiary and point of the train and appellate courts, necessarily not and inductioney's less recurst hereby proceedings, and the balance applied upon the inducted pensation, prompt instruments as shall be necessary in obtaining such com-pensation, prompt its test and presentation of this deed and the note for endorsement (in such full test and presentation of this deed and the note for endorsement (in supprison for the payment of the induction), without allecting (a) consent to the making of any map or plat of said property; (b) join in

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granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement allocting this deed or the lien or charge thereosi; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled theretoi," and the recitals thereosi; (d) reconveyance may be described as the "person any of the services mentioned in this paragraph shall be not less than \$5. 10. Upon any default by grantor hereunder, beneficiary may at any pointed by a court, and without regard to the adequacy of any security lot the indebidness secured enter upon and takes possion of said property or any part thereol, in its own mame sue or other secures the results result and apply the same, less costs and expenses of operation and collection, including those past due and unpaid apply the same, less costs and expenses of operation and taking possession of said property, the collection of such rests, issues and prolits, or the proceeds of line and other any default on or meets the any taking or damage of the property, and the application or elease thereof as altoread, shind or damage of the property, and the application or awards lo any taking or damage of the property, and the application or awards lo any taking or damage of the property, and the application or awards lo any taking or damage of the property, and the application or awards lo any taking or damage of the property or the indebidence.

white any default or notice of default hereunder or invalidate any act done pursuant to such notice. 12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary at his election may proceed to forclose, this trust deed in equity as a mortgage or direct the trustee to loreclose this trust deed advertisement and sale, or may direct the trustee to loreclose this trust deed in equity as a mortgage or direct the trustee to loreclose the trust deed advertisement and sale, or may direct the trustee to loreclose the trust deed by remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to forcclose by advertisement and sale, the beneficiary or the trustee shall execute and cause to be recorded his written notice of default and his election to sale play and property tour both trust events in the state of the said described real property tour both secured hereby whereupon the trustee shall fix the time and place of sale, give in the manner provided in ORS 86.735 to 86.735. 13. Alter the trustee has commenced loreclosure by advertise conducts the sale, the grantor or any other person so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a lailure to Py aying the entire amount due at the time of the cure other than such portion as would being fured may be cured by tendering the performance required by any other parson so privileged by ORS 86.753, may cure the default or defaults. If the default consists of a lailure to prove as would entire amount due at the time of the cure other than such portion as would being fured may be cured by tendering the performance required under the obligation or trust deed. In any other person so private that is capable of being acured may be cured by tendering

inderher with trustees and altorney's lees not exceeding the aboligation of the trust deed by law, 14. Otherwise, the sale shall be held on the date and at the time and by law, 14. Otherwise, the sale shall be held on the date and at the time and be postponed as provided by law. The trustee may sell said property either in one pacel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or inn piled. The recitals in the deed of any matters of fact shall be conclusive provi of the truthuliness thereol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. Shall apply the proceeds of sale to payment of (1) the expenses of sale, in-cluding the compensation of the trustee and a creasundble charge by trustee's attorney. (2) to the obligation secured by the trust deed, (3) to all promo-tive trust as subsequent to the interest of the trust entitled to such aurplus. 16. Beneficiary may prome time to the interest of the trustee in the 'mus-teed as their interest may appear in the order of the interest entitled to such aurplus.

surplus, it any, to the grantor or to his successor in interest shiftled to such surplus. 16. Beneticiary may from time to time appoint a successor or succes-sors to any trustee named herein or to any successor trustee appointed here-funder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all conveyance to the successor upon any trustee herein named or appointed here powers and duties conferred und aubilitution shall be vested with all the number. Each such appointment and subsitution shall be noted by written intervent evented by beneficiary, which, when recorded in the most shape records of the county or counties in which the successor trustee. 17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law Trustee is not obligated to notily any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee.

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NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attainey, who is an active member of the Oregan State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregan 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 695.505 to 695.585.

19548 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 1985-1986 real property taxes, plus interest, delinquent; 1986-1987 real property taxes, plus interest, delinquent; 1987-1988 real property taxes, plus interest, delinquent; 1988-1989 real property taxes, plus interest, due & payable; **continued below and that he will warrant and forever defend the same against all persons whomsoever. **Judgment from Case #84-158 TJ in favor of Carter Jones Collection Service in the amount and that he will warrant and forever defend the same against all persons whomsoever. of \$564.07, plus interest, if any; Judgment from Case #84-164 TJ in favor of Klamath Basin Collection Service, Inc. in the amount of \$183.95, plus interest, if any; Judgment from Collection Service, Inc. in the amount of \$183.95, plus interest, if any; Judgment from Case #85-141 TJ in faovr of Carter Jones Collection Service, Inc. in the amount of \$1,492.99, plus interest, if any; and Judgment from Case #87-144 TJ in favor of Carter Jones Collection Service. The in the amount of \$3,617,16 plus interest, if any Service, Inc. in the amount of \$3,617.16, plus interest, if any. 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. Ammel D. HUGGINS JIMMIE D. HUGGINS ALFREDA M. HUGGINS ALFREDA M. HUGGINS ALFREDA M. HUGGINS, JR. * 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 Steven-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. ine B. dk TRENE B. HUGGINS STATE OF CALIFORNIA SS. BER 10, HUGGINS, HUGGINS JR. AND IRENE B. HUGGINS HUGGINS , personally known to me or proved to me on the basis of satisfactory evidence to be the person <u>S</u> whose name <u>S</u> are subscribed to the OFFICIAL SEAL JEANNE JORDAN NOTARY PUBLIC - CALIFORNIA PRINCIPAL OFFICE IN STANISLAUS COUNTY COMM. EXP. JUNE 23,1991 within instrument and acknowledged that they exe-(SEAL) cuted the same. WITNESS my hand and official seal. (This area for official notarial seal) IQUINE Signatur The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said The undersigned is the legal owner and noider of all indeptedness 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 terms of the terms of the terms of terms of the terms of terms o trust deed have been fully paid and satisfied. I ou neroby 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 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 TO: .. estate now held by you under the same. Mail reconveyance and documents to and the state shall a same state and DATED: Beneficiary Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made. STATE OF OREGON, ss. County of I certify that the within instrument TRUST DEED te press a source and a of, 19......, STEVENSINESS LAW PUB CO. PORTLAND ORS. []] (FORM No. 881) 白风 當 at o'clock M., and recorded Langer Gunger in book/reel/volume No. on JIMMIE D. HUGGINS et al The states where the part of the page or as tee/tile/instru-SPACE RESERVED ment/microfilm/reception No...... $\sqrt{200}$ $G^{-1/2}$ Record of Mortgages of said County. FOR BEVERLY L. WRIGHT c/o Glenn D. Ramirez RECORDER'S USE Grantor Witness my hand and seal of beau de trivel 513 Walnut Avenue and withs, not of the transfer County affixed. Klamath Falls, OR 97601 W UNCTUE FIRE OUT ONT Beneficiary AFTER RECORDING RETURN TO TITLE NAME -0.9 MOUNTAIN TITLE COMPANY OF Deputy By. 18051 0600 KLAMATH COUNTY 34040

TATE OF OREGON: CO	UNTY OF KLAMATH: of <u>Mountain</u> A.D., 19 <u>88</u> at	SS.			••••••••••••••••••••••••••••••••••••••
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A parcel of land situated in the SW1/4 of Section 7, Township 38 South, Range 9 East of the Willamette meridian, in the County of Klamath, State of Oregon, more particularly described as follows: Commencing at the Southeast corner of the SW1/4 of Section 7, said Point also being the S1/4 corner of said Section 7; thence North 89 degrees 42' West 770.3 feet to a point on the Westerly right of way of Wocus Road; thence North 06 degrees 02' East along the Westerly right of way of said Wocus Road 1446.9 feet to a 1/2" iron pin marking the true point of beginning of this description; thence from said true point of beginning North 06 degrees 02' East along the Westerly right of way of said Wocus Road 180.00 feet to a 1/2" iron pin; thence North 89 degrees 49' West 360.00 feet to a 1/2 iron pin; thence south 00 degrees 11' West 179.07 feet to a 1/2 iron pin; thence South 89 degrees 11 west 1/3.0/ Leet to a 1/2 from Fin, chemic could degrees 49' East 341.65 feet to the true point of beginning. Tax Account No.: 3809 007C0 03800

EXHIBIT "A" LEGAL DESCRIPTION Order No.: 20472-K

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