

94040

TRUST DEED

Vol. mg8 Page 19547

WITNESSETH.

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

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 notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or 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 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 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 Case #85-141 TJ in favor 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, Inc. in the amount of \$3,617.16, plus interest, if any.

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 any other purpose or 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.

* 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.

STATE OF CALIFORNIA

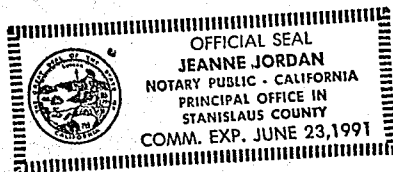
COUNTY OF Stanislaus

SS.

On NOVEMBER 10, 1988 before me, the undersigned, a Notary Public in and for said State, personally appeared JIMMIE D HUGGINS, ALFREDA M. HUGGINS, JIMMIE DOUGLAS HUGGINS JR. AND IRENE B. HUGGINS

, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same.
 WITNESS my hand and official seal.

Signature



(This area for official notarial seal)

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 _____, 19____.

DATED:

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 et al

Grantor

BEVERLY L. WRIGHT c/o Glenn D. Ramirez
 513 Walnut Avenue
 Klamath Falls, OR 97601

Beneficiary

AFTER RECORDING RETURN TO
 MOUNTAIN TITLE COMPANY OF
 KLAMATH COUNTY

SPACE RESERVED
 FOR
 RECORDER'S USE

STATE OF OREGON,

County of _____ SS.
 I certify that the within instrument was received for record on the _____ day of _____, 19____,

at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/title/instrument/microfilm/reception No. _____ Record of Mortgages of said County. Witness my hand and seal of County affixed.

By _____ TITLE Deputy

19549

Order No.: 20472-K

EXHIBIT "A"
LEGAL DESCRIPTION

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 49' East 341.65 feet to the true point of beginning.

Tax Account No.: 3809 007C0 03800

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co.
of Nov. A.D., 19 88 at 12:44 o'clock PM., and duly recorded in Vol. M88,
of Mortgages on Page 19547.
Evelyn Biehn
By Deborah Muller County Clerk

FEE \$18.00