

55409

Raymond D. and Donna R. Bixler DBA., as Bixler Real Estate Co. Or Bixler Inc.

Section 1. (Name)
2546 Shasta Way Klamath Falls Klamath Oregon
(No. and Street) (City or Town) (County)

(hereinafter called the debtor), for a valuable consideration, receipt whereof hereby is acknowledged, hereby grants to James H Patton and William C. Ransom
(hereinafter called the secured party), whose address is 5711 S. 6th. St. Klamath Falls Ore.
a security interest in the following described property together with all accessories, substitutions, additions, replacements, parts and accessions affixed to or used in connection therewith, as well as the products and proceeds thereof (all hereinafter called "the Collateral"):

The collateral includes all equipment, inventory and accounts receivable present and future.

to secure payment of the debtor's debt to the secured party as evidenced hereby and by debtor's note of even date herewith payable to the secured party in the amount of \$ 6,300.00 payable on the terms, at the times and with interest as set forth in said note; (delete remainder of this sentence if not applicable) also to secure any and all other liabilities, direct and indirect, absolute or contingent, now existing or hereafter arising from the debtor to the secured party. Said note and said liabilities hereinafter collectively are called "the obligations." Debtor agrees to pay said note and obligations and if any portion thereof, principal or interest, is not paid when due and such default continues for more than 10 days, debtor agrees to pay, in addition to the foregoing, the reasonable collection costs of the secured party plus reasonable attorney's fees.

Section 2. The debtor hereby warrants and covenants that:

2.1 The Collateral is primarily for debtor's ☐ personal, family, household or agricultural purposes, ☒ business or commercial, other than agricultural purposes (indicate which); and if any part of the Collateral is being acquired, in whole or in part, with the proceeds of the said note, the secured party may disburse directly to the seller of the Collateral.

2.2 At all times the Collateral will be kept at 2546 Shasta Way
Klamath Falls, Ore.
(No. and Street) (City or Town)

Klamath County, Oregon and shall not be removed from said location, in whole or in part, until such time as written consent to a change of location is obtained by debtor from the secured party.
2.3 If the Collateral is bought or used primarily for business or commercial, other than agricultural purposes, the debtor's principal place of business in Oregon is located at the place shown at the beginning of this agreement; debtor also has places of business in the following other Oregon counties:
if debtor has no place of business in Oregon but resides therein, the county in which debtor resides is County in said state.

2.4 If debtor is a corporation, it is organized and existing under the laws of the State of County in said state., its principal office and place of business is located at County in said state. and its principal office and place of business in Oregon is located at the place shown at the beginning of this agreement.

2.5 If the Collateral is or is to become attached to real estate, a description of the real estate is:

in County, Oregon, and if the Collateral is attached to real estate prior to the perfection of the security interest granted hereby, the debtor will on the demand of the secured party furnish the latter with disclaimers or subordination agreements in form suitable to the secured party; signed by all persons having an interest in said real estate or any interest in the Collateral which is prior to the secured party's interest.
2.6 If the Collateral is crops, a description of the land on which the crops are growing or are to be grown is:

in County, Oregon
2.7 If any motor vehicles are included in the above described Collateral, the secured party's security interest is to be noted on each certificate of title and each of said certificates shall then be deposited with and kept by the secured party.

Section 3. SPECIAL TERMS AND CONDITIONS:

Any future rents and obligations that become due to the above secured parties shall be included in this agreement.

This agreement is subject to the additional provisions set forth on the reverse hereof, the same being incorporated herein by reference. The debtor acknowledges receipt of a complete executed copy of this agreement.

Executed and delivered in duplicate on 11-15, 1985.

James H. Patton & William C. Ransom
(Secured Party)

By Wm C. Ransom

Ray Bixler

(Signature of Debtor)

NOTE: If the above contract is a consumer credit transaction and therefore within the purview of the Truth-in-Lending Act and Regulation Z, the secured party MUST comply with the Act and the Regulation by making the required disclosures to the debtor; for this purpose use Stevens-Ness Form No. 1310 or equivalent. This form not suitable in connection with sales of motor vehicles or other goods in Retail Installment Transactions. See complete list of Security Agreements and Retail Installment Contracts.

Form No. 1201—Security Agreement—General
Stevens-Ness Law Publishing Co.
Portland, Oregon 97204
(SN) 11-15-85

\$6300.00

Klamath Falls, Ore., Nov. 15, 1985

after date, the undersigned corporation promises to pay to the order of James H. Patton and William C. Ransom
at 5711 S. 6th St. Klamath Falls Ore.

\$6300.00 (Six thousand, three hundred and no/100) DOLLARS,
with interest thereon at the rate of 10% percent per annum from Nov. 15, 1985 until paid. Interest to be paid

and if not so paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, the undersigned promises and agrees to pay the reasonable collection costs of the holder hereof; and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's fee to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

Payments of \$500.00 are to be made each month starting Dec. 1, 1985, until paid.

By Ray Bixler
President

By _____
Secretary

No. _____

KLINGMAN ELLIOT OLG 12 18506

Section 4. The debtor hereby further warrants and covenants that:
4.1 No financing statement covering any of the Collateral is
hereof, or the product

5.2 All of the terms herein and the rights, duties and remedies of the parties shall be governed by the laws of Oregon. Any part of this agreement that may be held to be unenforceable under the laws of any state having jurisdiction shall be held enforceable under the laws of Oregon.

5.3 All of the benefits of this agreement shall inure to the secured party, his successors in interest and assigns and the obligations hereunder shall be binding upon the debtor, his legal representatives, successors and assigns.

5.5. The secured party shall not be deemed to have waived any of his rights under this or any other agreement executed by the debtor unless:

5.6 Each notice from one to the other party to this agreement shall be sufficient if served personally or given by U.S. registered or certified mail, return receipt requested, addressed to the other party. No delay in exercising secured party's rights shall be a waiver nor shall a waiver on one occasion operate as a waiver of such right on a future occasion.

address may be changed by written notice to the other, given pursuant to this paragraph. Reasonable notice, when notice is required, shall be deemed to be five days from date of mailing.

5. In construing this security agreement the masculine pronoun shall include the feminine and the neuter and the singular shall include the plural, as the circumstances may require. Further, the debtor is the customer and the secured party is the creditor within the meaning of Regulation Z and the Truth in Lending Act.

6.1 Time is of the essence hereof.

(a) Debtor's failure to pay, when due, the principal of or interest on said note or obligations, or any installment thereof;

(c) The discovery of any misrepresentation, or material facility of any warranty, representation or statement made or furnished by debtor to lender, or not in connection with this agreement, shall not constitute a breach of this agreement.

(f) Failure or termination of the business of, or cessation of receivership proceedings of, the debtor to the secured party whether:

an 7. Remedies of Secured Party:

by this agreement and may declare the note and obligations immediately due and payable and may require debtor to grant to secured party:

... party at a place to be designated by the secured party and make it available to the
... to both parties. The debtor agrees to pay the secured party's reasonable attor-
... fees and other expenses incurred by the latter in retaining, holding,
... and realizing on said Collateral.

plaintiff's reasonable attorney's fees to be fixed by the trial court and (2) on appeal, similar fees in the appellate court to be fixed by the appellate court. The fees shall be included in the obligation of the defendant.

in the obligations secured hereby.

100

ck P M. and duly recorded in 1925 the 15th day

on Page 18505 recorded in Vol. 185,
Evelyn Biehn County Clerk *[Signature]*
By *[Signature]*

John Smith

TESTING OUT

10-11-68, 10-12-68, 10-13-68, 10-14-68, 10-15-68, 10-16-68, 10-17-68, 10-18-68, 10-19-68, 10-20-68, 10-21-68, 10-22-68, 10-23-68, 10-24-68, 10-25-68, 10-26-68, 10-27-68, 10-28-68, 10-29-68, 10-30-68, 10-31-68, 11-1-68, 11-2-68, 11-3-68, 11-4-68, 11-5-68, 11-6-68, 11-7-68, 11-8-68, 11-9-68, 11-10-68, 11-11-68, 11-12-68, 11-13-68, 11-14-68, 11-15-68, 11-16-68, 11-17-68, 11-18-68, 11-19-68, 11-20-68, 11-21-68, 11-22-68, 11-23-68, 11-24-68, 11-25-68, 11-26-68, 11-27-68, 11-28-68, 11-29-68, 11-30-68, 12-1-68, 12-2-68, 12-3-68, 12-4-68, 12-5-68, 12-6-68, 12-7-68, 12-8-68, 12-9-68, 12-10-68, 12-11-68, 12-12-68, 12-13-68, 12-14-68, 12-15-68, 12-16-68, 12-17-68, 12-18-68, 12-19-68, 12-20-68, 12-21-68, 12-22-68, 12-23-68, 12-24-68, 12-25-68, 12-26-68, 12-27-68, 12-28-68, 12-29-68, 12-30-68, 12-31-68, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517

1. The first step is to identify the key components of the system. This includes understanding the hardware, software, and data involved. The next step is to define the goals and objectives of the project. This will help to determine the scope of the work and the resources required. The third step is to develop a plan of action. This will outline the tasks to be completed, the timeline, and the roles of the team members. The fourth step is to implement the plan. This involves carrying out the tasks and monitoring progress. The final step is to evaluate the results. This will determine whether the goals have been achieved and what lessons can be learned for future projects.

DATE: 10/10/1964

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