COPYRIGHT 1588 STEVENS. NESS LAW PUB. CO., FORTLAND. OR. 9720 13615® FOLM No. 181—Oregon Trust Deed Series—TRUST DEED. Vol_188_Page K-40723 00 JOEN D. MACFARLANE AND PAME A E. MACFARLANE, husband and wife * 90628 AS Grantor, KLAMATH COUNTY TITLE COMPANY as Grantor, KLAMATH COUNTY TITLE COMPANY MARY NOREEN PIXTON AND ROBERT TADJE PIXTON AS CUSTODIANS FOR JOHN ROBERT. PIXTON UNDER THE CALIFORNIA UNIFORM TRANSFERS TO MINORS ACT. Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property as Beneficiary, in Klamath County, Oregon, described as: Lot 1 in Block 28 of Original Town of Merrill, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. together with all and singular the tenements, mereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all lixtures now or hereafter attached to or used in connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the SEVEN THOUSAND AND NO/100-----FOR THE PURPOSE OF SECUFING PERFORMANCE of each agreement of grantor herein contained and payment of the FOR THE PURPOSE OF SECUFING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of SEVEN THOUSAND AND NO/100-Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereol, if not sooner paid, to be due and payable August 15, The date of maturity of the debt secures by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or approval of the beneficiary, stild, conveyed, ussigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary soption, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or therein, shall become immediately due and payable. To protect the security of this trust ceed, grantor agrees: 50 ort 肟 行 granting any essement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereoi; (d) reconvey, without warranty. If or any part of the property. The fightly entitled thereto," and the recitals therein of any natters or facts shall befally entitled thereto," and the recitals therein of any natters or facts shall services mentioned in this paragraph shall be not less than 85. I.O. Upon any default by grantor hereunder, beneficiary may at any 10. Upon any default by grantor hereunder, beneficiary may at any reme without notice, either in person, by agent of the adequacy of any security the indebiedness hereby secured, enter upon and the possession of said prop-issures and prefits, and without refard to the take possession of said prop-issures and prefits, and of those past due and collection, including reasonable atom-less costs and expenses of outpartion and collection, including reasonable atom-lesing withered prefits secured hereby, and in such order as bene-ticiary may determine. herein, shall become immediately due and payable. To protect the security of this trust ceed, grantor agrees: ind repairs not to remove or demolish any backling or improvement thereon. ind repairs not to remove or demolish any backling or improvement thereon. ind repairs not to remove or demolish any backling or improvement thereon. To complete or restre promptly and r dood and works while "anner any building or improvement all costs in curred thereon." To complete or restre promptly and r thereon. To complete or restre promptly and r thereon. To complete or restre promptly in the constructed, damaged or "anner any building or improvement which may be constructed, damaged or to to some any building or improvement all costs in curred thereon, and pay when all laws, ordinances, resiliation." To prove requests, to to an any building statements put such to the fundor more-tion in executing such financing statements put such to the fundor some requests, to to the thereon and any well as the cost of all hen searches made by thing officers or searching agencies as they be deemed desirable by the beneficiary. To provide and continuously muitain insurance on the huildings, now or herealter erected on the said premises against loss or damage by fire 8 pin in executing such property; if the beneficiary or equests, to inform Commercial Object or others, as well as the cost of the searching made beneficiary may require and to ray for the searching agencies as may be deemed desirable by the beneficiary.
mow or hereafter erected on the said premises against loss or damage by the amount not less that a the beneficiary, with borner or the huilding searching agencies as may be deemed desirable by the amount not less that a the beneficiary, with borner or the huilding searching agencies or other agencies and the beneficiary of the amount of the latter aft an internet of the farmer of the latter aft or any or hereafter erected on the said premises against loss or damage by the amount not less that a delivered to the occure any such instance entries of the farmer aft of the farmer has a such as the occur any such instance entries of the farmer and to occure any such instance entries of the farmer at the subdiver said problem of the farmer at the subdiver said problem of the farmer and to any may procure the numer colicy may be after able sheelicary up any lite or other mourane oble may be after and an induction any lite or other mourane of the deniver or necess shall any part or wave any default or notice of cleant hereinder or investigate any part or wave any default or notice of cleant hereinder or investigate any and there charges that ina). Large, assessments and other there any part or based providing the rank and in a such out the any and there charges that ina). Large, assessments and providing the rank and the charge any near or any targe, and there any any target or paid, with interest davide of any target, and there any any at the relevant of any target any and there any any at the true and any target any and there any any at the relevant of any target any and there any any target any target any and there any any at the relevant of any target any and there any any target any target any and there any any target any tany thereoft. The ney's lees upon any indebtedness secure intervy, and in taking property, the licitary may determine. 11. The entering upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of line and other insurance policies or compensation or awards for any taking or damage of the property, and the application or release thereof as aloresaid, shall not cure or property, and the application or release thereof as aloresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. property, and the application or release thereol as aloresaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice. 12. Upon default by frantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time discary may essence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable his trust deed declare all sums are are deciron may proceed to foreclose this trust deed were the beneficiary at his election may proceed to foreclose this trust deed declare all sums are are direct the bustle to pursue any either right or in equity as a discle, or may direct the beneficiary may here the beneficiary or tremedy, either all law or in equity, which the beneficiary may here here even advertisement and law or in equity, what wertisement and sale, the beneficiary or the braneliciary or sell the suit decrements and proceed to loreclose this written allow there and proceed to a sum of the sum of the obligation the trusters to loreclose by advertisement and place of sale, give and his election to well the suit detect shall lix the time and place of sale, give and his election to any other payson so privileged by ORS 86.753, may cure sale, and at any time prior to person so privileged by ORS 86.753, may cure sale, and at any time prior to person so privileged by ORS 86.753, may cure sale, the grantor or any other by rendering the paying would unsta secured by the trust deed, the delault may be cored by paying would sums secured by the trust deed. The advertisement erquired under the delault or delaults. It the delault may be beneficiary or being the delault of the simult decourse day on the endication of trust deed. In any the person ellow the situar deter any one demonster and the trust deed. In any case, in addition to curing the delault costs obligation of the person ellow the situar to baligation of the trust deed and enterness and and the simult do and expenses actually incurred in encoding the coupling the amounts provided together with trustee's and attorney's less not exceeding the amounts provided by law. 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 cell said property either the particle of in separate process of the time of which said sale may place designated in the notice of sale ∞ the trustee may cell said property either incurrent to the highest budget for cash, payable at the time of sale. Trustee suction to the highest budget for cash, payable at the time of sale. Trustee and desire to the purchase budget for cash, payable at the time of sale. Trustee is the property so sold, budged of any matters of met shall be conclusive pro-of the truthfulness to the of any person, excluding the trustee, but including of the truthfulness tells on the trustee and ∞ (1) the expenses of sale studing the compensation of the trustee and ∞ (1) the expenses of sale the atomet, (2) to the obligation secured by the interest of (3) to all person atomet, (2) to the obligation secured by the interest of the trustee deal as their interests may appear in the interest of the interest mithed to such surplus. 16. Beneficiary may from time to time appoint a successor of success 16. Beneficiary may from time to time appoint a successor of success It is mutually algreed that: 8. In the event that any portion or all of said property thall be taken 8. In the event that any portion or all of said property thall be taken inder the right of enument domain or conditionation, beneficiary thall have the source of the source of the source of the source of the anount required is compensation for such taking, which are increased uses necessarily paid or for pay all reasonable tosts, expenses and that he paid to beneficiary and incurred by heartor in such proceedings, and expenses and intermet by the source of the so here as their interests may appear in the order of their protocold to such surplus, it any, to the grantor of to his successor in interest entitled to such surplus. If, Beneliciary may from time to time appoint a successor or successor to any truste named herein or to any successor trustee appointed herein under. Up a trust shall be vaced without conveyance for the successor trustee, the latter herein named or appointed hereinder. Each such appointent trustee, the latter herein named or appointed hereinder. Each sub beneliciary and substitution shall be under by water cords of the county or counties in which, when recorded in the mortfage cords of the county or counties in aff. Trustee accepts this trust when this deed, duly executed and if he successor trustee. Trustee accepts this trust when this deed, duly executed and obligated to us due appoint here of proming sale under hereinder beneliciary of thus or of any action or proceeding in bield grantor beneliciary or trustee shall be a patty unless such action or proceeding is brought by trustee. NOTE: The Trust Deec Act provides that the tastee becauder wat be other on arouncy, who is an active member of the Oragon State Bar, a bank, rula company or savings and loan association automates to do business while the lows of Oragon or the United States, a table insurance company automated to insure table to real property of this state, its subsidiance, ath i tes, ogens or branches, the United States or any agency thereat, or an ecrow agent located under ORS 676.505 to 696.505. AND READ AND A DESCRIPTION OF A DESCRIPR

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 13646 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 tor grantor's personal, family or household purposes (see Important Notice below), (b) for an organization, or (even if grantor is a nutural person) are for business or commercial purposes. This deed applies to, inures to the benefit of and kinds 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 gender includes the teminine and the neutor, 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: Delste, by lining cut, 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 regulated disclosures; for this purpose use Stevens-Nets Form No. 1319, or equivalent, if compliance with the Act is not required, disregard this notice. PZ Ohe JOHN D. MACFARLANE (If the signer of the above is a corporation, use the form of acknowledgement opposite.) Mac Farlane PAMELA STATE OF OREGON, County of ss. STATE OF OREGON, This instrument was acknowledged before me on Witness County of ss. This instrument was acknowledged before me on . as of Notary Public for Oregon (SEAL) Notary Public for Oregon My commission expires: My commission expires: (SEAL) REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. TO: The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said ., Trustee I ne undersigned is the legal owner find houser of all indeo:eaness secured by the foregoing first deed. All sums secured by sale 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 this area have been unity para and satisfies. Tou hereby are uncorea, on payment to you or 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 indepletiness secured by said trust deed (which all converted 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 DATED: éų, De 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 (FOR/A No. 881) TEVENS-NESS STATE OF OREGON, AW PUB, CO., PO County of ss. I certify that the within instrument was received for record on the day of Mr. & Mrs. Pixton , 19....., at clock M., and recorded Grantor SPACE RESERVED in book/reel/volume No. on FOR Rohnert Park, CA 94928 pageor as fee/file/instru-Beneficiary RECORDER'S USE ment/microtilm/reception No....., Record of Mortgages of said County. AFTER RECORDING RETURN TO Witness my hand and seal of County affixed. Piton as about NAME TITLE Ву ----------..... Deputy -----

	COUNTY OF [0] [0] [0] [0] [0] [0] [0] [0] [0] [0]
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. D F	factory evidencer to be the person(c) whose name(s) is vare sub-
ivic ¹ .	scribed to the within instrumer t and acknowledged to me that
(Ind	he/she/they executed the same.
/82)	WITNESS my hand and official seal.
3001 (6/82) (Individ-1-1) First American Title Company	(hand) () (hand)
300	Signature (This area for official notarial seal)
	STATE OF CALIFORNIA YOLO
	COUNTY OF
ynt	CnAugust 19, 1988before me, the undersigned, a Notary Public in and for
eduio	said State, personally appeared Kent N. Calfee personally
e C	known to me (or proved to me on the basis of the oath of
	a credible witness who is personally known to me) to be the person whose name is subscribed to the within instrument, as
ricar	a witness thereto, who being try meiluly sworn, deposed and said:
Ame	That he/se resides in Yolo County
3000 (6/82) — (Witness) First American Title Company	was present and sawPAMELA E. MACFARLANE
(ss)	
litne	武全 法P NOTARY PUBLIC-CALIFORMA
.≦ i	Enown to him/her to be the stime person(s) described in and who executed the within instrument, as a partylies) therefore sign, seal My Commission Expires Doc. 17, 100-
82) -	and deliver the same and that said partyties) duly acknowledged in the presence of said affirnt, that he/she/they executed the
0 (6/	same, and that said affiant, thereupon at the party's(liest) request,
300	subscribed he/her name as 1 witrows the/eb.
	WITNESS not hind and official shall have been a signature of the state
	Signature (This area for official hotariar seal)
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Filed for reco on Page <u>13615</u> Evelyn Biehn County Clerk By *Princhene Multen olar* of <u>Aug</u>. A.D., 19 _8 Mortgages of _____

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