

K-40723  
TRUST DEED

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90628

THIS TRUST DEED, made this 4th day of August, 1988, between

THIS TRUST DEED, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between \_\_\_\_\_, as Grantor,  
JOHN D. MACFARLANE AND PAMELA E. MACFARLANE, husband and wife, as Trustee, and  
Klamath County Title Company, as Beneficiary,  
MARY NOREEN PIXTON AND ROBERT TADJE PIXTON AS CUSTODIANS FOR JOHN ROBERT  
PIXTON UNDER THE CALIFORNIA UNIFORM TRANSFERS TO MINORS ACT  
WITNESSETH:  
\_\_\_\_\_ as trustee in trust, with power of sale, the property

WITNESSETH:

as Beneficiary,

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath County, Oregon, described as:

WITNESSETH:

ing to the official

in Klamath County, Oregon.  
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, 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.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

AND NO/100

whereon according to the terms of a promissory

now or hereafter appearing in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement herein contained, the grantor has granted, sold, conveyed and confirmed, and by these presents does grant, sell, convey and confirm unto the beneficiary 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 hereof, if not previously paid, on or before the date, stated above, on which the final installment of said note is due, and payable to the beneficiary on the date, stated above, or any interest therein is sold, agreed to be sold or otherwise disposed of by the grantor.

Witness my hand and seal of office, this August 15, 1990.

[illegible]

note of even date herewith, payable to beneficiary or order and made by grantor, the \_\_\_\_\_, 19\_\_\_\_.

not sooner paid, to be due and payable August 15, 19\_\_\_\_, 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, agreed to be 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.

The undersigned hereby certifies that he is the owner of the above described real estate, and that he has executed this trust deed, grantor agrees:

(a) to execute such security of this trust deed, grantor agrees:  
granting any easement or creating any restriction thereon; (c) join in and subordinate or other agreement affecting this deed or the lien or charge thereon, without warranty, all or any part of the property. The person or persons who are named as the "person or persons" in the foregoing provisions of this instrument shall be deemed to have accepted the same.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain any building or improvement thereon, and repair; not to remove or demolish any property.

not to commit, nor to complete or restore, nor to permit to be constructed, during the term of the lease, any building or improvement which may be constructed, during the term of the lease, in violation of any applicable laws, ordinances, covenants, conditions, or restrictions affecting said premises pursuant to the Uniform Regulations and Restrictions affecting said premises, and to indemnify and hold harmless the lessor in executing such financial and other obligations and to indemnify and hold harmless the lessor in any searches made by the lessor or its officers, as well as the lessor and its officers, in connection with the proper public use of the premises, as may be deemed desirable by the lessor, and to provide and continuously maintain insurance on the buildings and improvements against loss or damage by fire, theft, and other causes, in accordance with the requirements of the lessor.

[illegible][illegible]

6. To pay all costs, fees and expense of this trust including the costs of title search as well as the other costs and expenses of the trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

[illegible][illegible]

(c) consent to the making of any map or plat of said property; (d) join in

[illegible][illegible][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 the real estate in one or more parcels or in one or more separate parcels and shall accept the highest bid or bids in one parcel or in separate parcels for cash, on the date and at the time of sale, in the form as required by law, and convey the property to the purchaser its highest bidder or bidders, and the trustee shall deliver to the purchaser its highest bidder or bidders a deed in conclusive proof of the sale of the property so sold, burdened of any matters of fact or law, and the trustee, but including

[illegible][illegible]

17. Trustee accepts this trust when this deed, duly executed and acknowledged in accordance with the laws of the State of California, is recorded in the public records of the County of Los Angeles, California, in which the property is situated, shall be conclusive proof of proper execution and recording of this deed.

NOTE: The Trust Deed Act provides that the trustee hereunder may be either an trustee who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business within the laws of Oregon or the United States, a title insurance company authorized to issue title to real property of this state, its subsidiaries, affiliates, agents or brokers, the United States or any agency thereof, or an escrow agent licensed under ORS 676.505 to 676.555.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law-fully seized in fee simple of said described real property and has a valid, unencumbered title thereto

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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).  
(b) for an organization, or (even if grantor is a natural person) are for business or commercial 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.

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

*John D. MacFarlane*  
JOHN D. MACFARLANE  
*Pamela E. MacFarlane*  
PAMELA E. MACFARLANE

STATE OF OREGON,  
County of \_\_\_\_\_ } ss.  
This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_

STATE OF OREGON, \_\_\_\_\_ } Witness  
County of \_\_\_\_\_ } ss.  
This instrument was acknowledged before me on \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

(SEAL) Notary Public for Oregon  
My commission expires: \_\_\_\_\_

Notary Public for Oregon  
My commission expires: \_\_\_\_\_ (SEAL)

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\_\_\_\_

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.

Mr. & Mrs. Pixton Grantor  
4420 Graywhaler Lane  
Rohnert Park, CA 94928  
Beneficiary

AFTER RECORDING RETURN TO

*Pixton as above*

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON, \_\_\_\_\_ } ss.  
County of \_\_\_\_\_ }  
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/file/instrument/microfilm/reception No. \_\_\_\_\_, Record of Mortgages of said County.  
Witness my hand and seal of County affixed.  
NAME \_\_\_\_\_  
By \_\_\_\_\_ TITLE \_\_\_\_\_ Deputy

3001 (6/82) (Individual) First American Title Company

STATE OF CALIFORNIA  
COUNTY OF

YOLO

ss.

On August 19, 1988

before me, the undersigned, a Notary Public in and for

said State, personally appeared

JOHN D. MACFARLANE

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same.



BEVERLY A. PARSON  
NOTARY PUBLIC-CALIFORNIA  
Principal Office in YOLO County  
My Commission Expires Dec. 17, 1991

WITNESS my hand and official seal.

Signature

*Beverly A. Parson*

(This area for official notarial seal)

STATE OF CALIFORNIA  
COUNTY OF

YOLO

ss.

On August 19, 1988

before me, the undersigned, a Notary Public in and for

said State, personally appeared

Kent N. Calfee

personally

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

a witness thereto, who being duly sworn, depose and said:

That he/she resides in Yolo County

that he/s

was present and saw PAMELA E. MACFARLANE

personally

known to him/her to be the same person(s) described in and who executed the within instrument, as a party(ies) thereto; sign, seal and deliver the same and that said party(ies) duly acknowledged in the presence of said affiant, that he/she/they executed the same, and that said affiant, thereupon at the party's request, subscribed his/her name as a witness thereto.

WITNESS my hand and official seal.

Signature

*Beverly A. Parson*

(This area for official notarial seal)



BEVERLY A. PARSON  
NOTARY PUBLIC-CALIFORNIA  
Principal Office in YOLO County  
My Commission Expires Dec. 17, 1991

3000 (6/82) — (Witness) First American Title Company

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co. the 23rd day  
of Aug. A.D., 19 88 at 2:53 o'clock P.M., and duly recorded in Vol. M88  
of Mortgages on Page 13615

Evelyn Biehn County Clerk

By *Russell MacFarlane*

FEE \$18.00