

25632

02-04-94 P01:17 RCVD

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K-46050

AND WHEN RECORDED MAIL TO:

Name **MICHAEL MACEDO**
 Street **P. O. Box 625**
 Address **Clements, California 95227**
 City & State

T-780

SPACE ABOVE THIS LINE FOR RECORDER'S USE

T-780
SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS.

This Deed of Trust, made this 2nd day of February, 1994, between

RICHARD J. CABRAL

, herein called TRUSTOR,

25214 BELL ROAD, NEWMAN, CALIF. 95360

whose address is, (number and street) (city) (state) (zip)

ALLIANCE TITLE COMPANY, INC., a California corporation, herein called TRUSTEE, and

MICHAEL MACEDO, A MARRIED MAN

, herein called BENEFICIARY.

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Klamath County, Oregon, described as: County, California, described as:

SEE EXHIBIT "A" ATTACHED HERETO

In the event of sale, transfer, conveyance, or alienation of said property, or any part thereof, or any interest therein, whether voluntary or involuntary, Beneficiary shall have the right of acceleration, at its option, to declare the note secured by this deed of trust, irrespective of the maturity date expressed therein, and without demand or notice, immediately due and payable, including any prepayment charge provided for therein. No waiver of this right shall be effective unless in writing. Consent by the Beneficiary to one such transaction shall not constitute a waiver of the right to require such consent to succeeding transactions.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one promissory note of even date herewith, and any extension or renewal thereof in the principal sum of \$ 110,000.00 executed by Trustor in favor of Beneficiary or order. 3. Payment of additional sums and interest thereon may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To Protect the Security of This Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded on May 10, 1978 in the counties set forth below, and at the Recording Location of the Official Records in the office of the county recorder where said property is located, noted below opposite the name of such county, viz.:

COUNTY	Vol	Page	COUNTY	Vol	Page	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	
Alpine	29	619	Humboldt	1483	546	Amador	329	171	Calaveras	470	118	Contra Costa	930	937	Alameda	Re. 5386 Im. 209
Inyo	231	63	Mariposa	182	624	Butte	2282	399	Imperial	1415	1461	Del Norte	217	24	Los Angeles	Inst. #78-494043
Lassen	331	650	San Benito	430	180	Colusa	459	170	Madera	254	362	El Dorado	827	562	Monterey	Reel 1241 Page 210
Merced	2122	338	San Luis Obispo	2069	204	Fresno	7028	584	Orange	12669	206	Mendocino	1146	682	San Diego	File Page #78-190303
Mono	242	578	Siskiyou	818	269	Glenn	628	653	Solano	1978	35916	Riverside	1978	92574	San Francisco	Liber C566 Page 889
Napa	1080	358	Stanislaus	3052	249	Kern	5109	1815	Sonoma	3394	13	Sacramento	7805-10	934	San Mateo	Reel 7742 Page 319
Nevada	949	394	Sutter	925	178	Kings	1118	338	Temple	748	666	San Bernardino	9429	1145	Santa Barbara	Inst. #78-21136
Placer	1973	153	Tulare	3530	743	Lake	932	570	Trinity	191	286	San Joaquin	4395	944	Sierra	Vol. 78 Bk. 172
Plumas	287	689	Tuolumne	531	665	Madera	1305	594	Ventura	5113	277	Santa Clara	0650	525		
Shasta	1520	42	Yolo	1305	660	Marin	3370	620	Yuba	667	39	Santa Cruz	2908	714		

(which provisions, identical in all counties, are printed on the reverse hereof) hereby are adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that he will observe and perform said provisions; and that the references to property, obligations, and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

State of California
County of San Joaquin } ss.

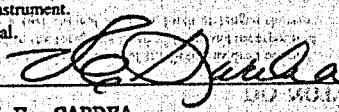
On Feb. 3, 1994 before me V.E. Gardea

personally appeared

Richard J. Cabral

personally known to me (or proved to me on the basis of satisfactory evidence) to the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY hand and official seal.



V.E. GARDEA

Signature of Trustor


RICHARD J. CABRAL



V.E. GARDEA
COMM. #993104
NOTARY PUBLIC - CALIFORNIA
SAN JOAQUIN COUNTY
My Comm. Expires April 25, 1997

(This area for official notarial seal)

EXHIBIT "A"

4122

DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon:

An undivided 280/480th interest in and to the following:

Township 35 South, Range 10 East of the Willamette Meridian

Section 32: The S₁S₂ lying East of the center thread of Sprague River, and the S₂E₁ lying South of the center thread of Sprague River.

Section 33: The ~~W~~^ESW $\frac{1}{4}$ lying South of the center thread of Sprague River, and the NE~~S~~^ESW $\frac{1}{4}$ and SE~~S~~^ESW $\frac{1}{4}$ lying South and West of the center thread of Sprague River.

Township 36 South, Range 10 East of the Willamette Meridian

Section 4: Lots 2 and 3 lying North and West of the center thread of Sprague River, and that part of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ and SW $\frac{1}{4}$ lying North and West of the center thread of Sprague River and the NW $\frac{1}{4}$ SW $\frac{1}{4}$ lying North of the center thread of Sprague River.

Section 5: The NE^{1/4}; the NW^{1/4}; lying East of the center thread of Sprague River.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Co the 4th day
of Feb A.D. 19 94 at 1:17 o'clock P.M., and duly recorded in Vol. M94,
of Mortgages on Page 4121.

FEE \$15.00

Evelyn Biehn - County Clerk

By Adelma Nield, M.D.