

RECORDING REQUESTED BY

24003

2401

AND WHEN RECORDED MAIL TO

NAME **Royston D. Warren, Jr.**  
 ADDRESS **4426 Fairway Drive**  
 CITY & STATE **Lakewood, California 90712**

Filed for recording

This day of

duly recorded in Vol.

By

Title Order No. Escrow No. 2394

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## DEED OF TRUST AND ASSIGNMENT OF RENTS

BY THIS DEED OF TRUST, made this 19th day of February, 1968, between

VIOLET M. JOPLIN

3360 Adriatic Avenue,  
(number and street)Long Beach,  
(city)90810  
(zone)California  
(state)

and SECURITY TITLE INSURANCE COMPANY, a California corporation, herein called Trustee, and

ROYSTON D. WARREN, JR. a married man

Trustor grants, transfers, and assigns to trustee, in trust, with power of sale, that property in **Oregon**  
**Klamath** County, ~~California~~

described as:

Lot 11 in Block 76, Buena Vista Addition, in the City of Kalamath Falls, Oregon,  
 as shown by the duly recorded plat thereof now of record in the office of the County  
 Recorder of said County.

Trustor also assigns to Beneficiary all rents, issues and profits of said realty reserving the right to collect and use the same except during continuance of default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

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 in the principal sum of \$ 2,000.00 payable to Beneficiary or order; (3) the payment of any money that may be advanced by the Beneficiary to Trustor, or his successors, with interest thereon.

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 the provisions of section A, including paragraphs 1 to 5 thereof and the provisions of section B, including paragraphs 1 to 8 thereof of the deeds of trust recorded in the Official Records of the following counties in the state of California and in the books and at the pages of such Official Records as follows:

COUNTY	Book	Page	COUNTY	Book	Page	COUNTY	Book	Page	COUNTY	Book	Page
Amador	61	320	Los Angeles	25481	351	Orange	2527	108	Santa Barbara	763	33
Calaveras	97	51	Madera	403	365	Riverside	853	417	Santa Clara	4740	31
El Dorado	369	137	Marin	976	165	Sacramento	2930	339	Santa Cruz	1039	403
Fresno	2510	402	Mariposa	27	531	San Bernardino	2187	142	Solano	1204	478
Humboldt	586	170	Merced	912	197	San Diego	4257	114	Stanislaus	912	215
Imperial	688	555	Monterey	1651	185	San Francisco	A702	509	Tulare	1286	325
Kern	3510	403	Napa	610	801	San Joaquin	1109	18	Tuolumne	69	427
Kings	397	1	Nevada	213	343	San Luis Obispo	465	41	Ventura	1653	22
						San Mateo	3769	192	Yolo	466	325

which provisions are identical in each of said deeds of trust, shall be and they are hereby incorporated herein as fully as though set forth herein at length; and that the references to lands, obligations, and parties in said provisions refer to the lands, obligations, and parties set forth in this deed of trust. A copy of said provisions is printed on the reverse side of this deed of trust. The undersigned Trustor requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinabove set forth. For any statement regarding the obligations secured hereby, Beneficiary may charge the maximum amount permitted by law at the time of the request therefor.

STATE OF CALIFORNIA,

COUNTY OF } SS.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES } SS.

before me, the

Notary Public in and for said County and State, personally appeared

Patricia D. Pierce

Known to me to be the person whose name is subscribed to the within instrument,

as the Attorney in fact of Violet M. Joplin

and acknowledged to me that she subscribed the name of Violet M. Joplin

thereto as principal and her own name as Attorney in fact.

WITNESS my hand and official seal

Signature *Lourena M. Strozensky*  
 LOURENA M. STROZENSKY  
 My Commission Expires Oct. 27, 1969

Name (Typed or Printed)



OFFICIAL SEAL  
 LOURENA M. STROZENSKY  
 NOTARY PUBLIC - CALIFORNIA  
 PRINCIPAL OFFICE IN  
 LOS ANGELES COUNTY

(This area for official seal)

SEAL OR STAMP

29



DO NOT RECORD

2402

**A. TO PROTECT THE SECURITY HEREOF, TRUSTOR AGREES:**

(1) To keep said property in good condition and repair, preserve thereon the buildings, complete construction begun, restore damage or destruction, and pay the cost thereof; to commit or permit no waste, no violation of laws relating to alterations or improvements; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which the character and use of said property may require to preserve this security.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or Beneficiary may release all or any part thereof to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear.

(4) To pay at least ten days before delinquency all taxes and assessments affecting said property, including assessments on apportioned water stock when due, all incumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof. Beneficiary or Trustee being authorized to enter upon said property for such purposes; the security hereof or the rights or powers of Beneficiary or Trustee appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at seven per cent per annum.

**B. IT IS MUTUALLY AGREED THAT:**

(1) Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as provided for disposition of proceeds of fire or other insurance.

(2) By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his right either to require payment when due of all other sums so secured or to declare default for failure to pay.

(3) At any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without incurring the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map thereof; join in granting any easement thereon; or join in any agreement extending or subordinating the lien or charge hereof.

(4) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause said property to be sold, which notice Trustee shall cause to be duly filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

Trustee shall give notice of sale as then required by law, and

without demand on Trustor, at least three months having elapsed after recordation of such notice of default, shall sell said property at the time and place of sale fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser a deed conveying the property so sold, but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of all sums expended under the terms hereof, not then repaid, with accrued interest at seven per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(6) This Deed applies to, inures to the benefit of, and binds all parties hereto, their legal representatives and successors in interest. The term Beneficiary shall include any future owner and holder, including pledgees, of the note secured hereby. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(7) 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 Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

(8) The Trusts created hereby are irrevocable by Trustor.

**REQUEST FOR FULL RECONVEYANCE**

To be used only when note has been paid

To Security Title Insurance Company, Trustee:

Dated \_\_\_\_\_

The undersigned is the legal owner and holder of all indebtedness secured by this Deed of Trust. All sums secured by said Deed of Trust have been paid, and you are requested, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

STATE OF OREGON, } ss  
County of Klamath

Filed for record at request of

Kelly Escrows, Inc.

on this 27 day of March A. D. 1968

at 2:55 o'clock PM, and duly

recorded in Vol. M-68 of Mortgages

Page. 2401

DOROTHY ROGERS, County Clerk

Fee 3.00



Deed of Trust  
INDIVIDUAL

30