

RECORDING REQUESTED BY

72524

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DAVE RICHARDS BAIL BONDS

STATE OF OREGON; COUNTY OF KLAMATH; ss.

AND WHEN RECORDED MAIL TO

Filed for record at request of

ASSOCIATED BOND & INSURANCE AGENCY

this 17th day of August A. D. 1979 at 1:30 clock P.M. of

650 910  
557 South Spring Street, Suite 210

July recorded in Vol. 179 of Mortgages on Page 2059

Los Angeles, California 90014

Fee \$3.50

Wm D. MILNE, County Clerk

DEED OF TRUST

This Deed of Trust, Made this 2nd day of August, 1979

Between VIRGIL G. CARROLL and PAULINE R. CARROLL, as JOINT TENANTS, herein called TRUSTOR, Harry I. Rubin, Joseph Joblin and Harry Goldstein of Los Angeles, California, herein called TRUSTEE,

and NATIONAL AUTOMOBILE AND CASUALTY INSURANCE COMPANY, herein called BENEFICIARY.

WITNESSETH: That Trustor hereby GRANTS to TRUSTEE, IN TRUST, WITH POWER OF SALE, all that property

in the County of Klamath, State of ~~California~~ Oregon, described as:

CODE 4, MAP 3909-531; Tax Lot 1700

Lot Block Tract

as per map recorded in Book Page of Maps, Miscellaneous Records

in the office of the County Recorder of Klamath County.

ALSO KNOWN AS: 1633 Riverside Ave., Klamath Falls, Oregon 97601

(A single family residence)

FOR THE PURPOSE OF SECURING payment to the said Beneficiary, of the monies due to and of all losses, damages, expenditures and liability suffered, sustained, made or incurred by the National Automobile and Casualty Insurance Co., hereinafter called the Surety or Beneficiary (and as more fully set forth and described in a certain indemnity agreement, which agreement is made a part hereof by reference as though herein fully set forth) on account of, growing out of, or resulting from the execution of a certain bond on behalf of

ROY LEE WILSON in the matter of PEOPLE OF THE STATE OF OREGON

vs. ROY LEE WILSON AND FOR WHICH AMOUNTS and the matters set forth in the said indemnity agreement, the presents are security. (Bond No. MM - 42508)

IT IS AGREED AND CONDITIONED that a certificate signed by the Beneficiary at any time hereafter setting forth that the said bond has been declared forfeited or that a loss, damage, expenditures or liability has been sustained by the Surety or Beneficiary on account of the aforesaid Undertaking; the date or dates and amount or amounts of such loss, damages, expenditures and/or liability; that payment has been demanded of the party or parties on whose behalf the aforesaid Undertaking was or is about to be executed; and that such loss, damages, expenditures or determined liability has not been paid to the Beneficiary, shall be conclusive and binding on the Trustor, and shall be the warrant of the Trustee to proceed forthwith to foreclose and sell upon the security herein, and from the proceeds of sale (after deducting expenses including cost and search of evidence of title) pay to the Beneficiary the amount so certified, including interest at ten per cent per annum from demand to date of payment and attorney's fees.

IT IS FURTHER AGREED THAT: UPON Delivery of said Certificate to Trustee, Beneficiary may declare all sums or obligations secured hereby 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 to be sold said property, which notice Trustee shall cause to be duly filed for record.

IT SHALL BE DEEMED SUFFICIENT if proceedings to foreclose and sell the security herein are executed by any one of the above-named Trustees and it shall be deemed sufficient if a full reconveyance is executed by any one of the above-named Trustees; and, said one Trustee shall be deemed to be the attorney-in-fact for the other Trustees for those purposes. The authority thus granted herein shall be deemed to be coupled with an interest and shall not be affected by the death or incompetency of any of the Trustees for whom such one Trustee shall be acting.

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 mailing address opposite his signature hereto. Failure to insert such address shall be deemed a waiver of any request hereunder for a copy of such notices.

Signature of Trustor: Pauline R. Carroll, STREET AND NUMBER: 409 Washington St., CITY: Santa Cruz, STATE: CA

STATE OF CALIFORNIA, COUNTY OF Santa Cruz ss.

On this 2nd day of August, 1979

before me, the undersigned, a Notary Public in and for said County and State, personally appeared PAULINE R. CARROLL

to me to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same.

WITNESS my hand and official seal.

FORM 5104-C

(Notarial Seal) Margaret M. Fabrizio, Notary Public in and for said County and State

