

RECORDING REQUESTED BY

2916

BUCKAROO BAIL BONDS  
CHUCK HAMILTON  
215 HANBY STREET  
BISHOP, CA 93514  
714-873-4921



AND WHEN RECORDED MAIL TO

Surety Insurance Company  
Box 2430  
La Habra, California 90631

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of

this 5th day of August A.D. 19 81 at 4:37 o'clock P.M., and

daily recorded in Vol. M81, of Mortgages on Page 13992

EVELYN BIEHN, County Clerk

By Bernice J. Leto ch

Fee \$3.50

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 14 day of JULY 19 81 between James E. Godawa and Cleora M. Godawa husband and wife herein called Trustor, and John F. Merrill, Dennis B. Merrill, and Doris A. Butler, herein called Trustee, and Surety Insurance Company of California, 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:

E 1/2 E 1/2 SE 1/4 of section 8, Township 35 South, Range 12 E.W.M., lying South of the Sycan River, Klamath County, Oregon. (being 33.3 acres more or less) known as Coyote Bucket. Subject to reservations, restrictions, rights of way of record and those apparent upon the land.

Together with appurtenances thereto and the rents, issues and profits thereof for the purpose of securing the performance of each agreement of the Trustor herein contained, and for the payment to the Beneficiary of the monies due it, and of all losses, damages, expenses and liabilities suffered, sustained or incurred by the Beneficiary, and for the purpose of securing the performance of all of the obligations of all parties of the first part, as set forth and described in all bail bond agreements which agreements are 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 bond of beneficiary bearing No. 10-59305 on behalf of Wilfred Hill in the matter of State of California vs. Wilfred Hill

and for which amounts and the matters set forth in the said Bail Bond agreement, the presents are security.

- Trustor agrees:
- (1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to maintain adequate insurance thereon and to pay: at least ten days before delinquency all taxes and assessments affecting said property, all encumbrances, charges and liens, with interest, on said property or any part thereof, and all costs, fees and expenses of this Trust.
  - (2) That upon default of any of his obligations the Beneficiary may collect the rents, issues and profits of said property.
  - (3) That Beneficiary, or any successor in ownership of any indebtedness or obligation secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties.
  - (4) 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.
  - (5) 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, expenditure or liability has been sustained by the Beneficiary on account of the aforesaid Bond; the date and amount thereof that payment thereof has been demanded of the party or parties on whose behalf the aforesaid Bond was executed; and that the same 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 percent per annum from demand to date of payment, and attorney's fees. 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 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. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place 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 its deed conveying the property so sold but without any covenant or warranty, express 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 hereinabove 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 the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

The undersigned Trustor requests that a copy of any notice of default and of sale hereunder be mailed to him at his mailing address opposite his signature hereto.

In accordance with Section 2924b, Civil Code, request is hereby made by the undersigned Trustor that a copy of any notice of default and a copy of any notice of sale under the deed of trust recorded May 27, 19 81, in Book M 81 page 9321 records of Klamath County (or filed for record with recorder's serial number Oregon County) executed by James E. Godawa and Cleora M. Godawa husband & wife as Trustor in which Surety Insurance Co. of California named as Beneficiary and John F. Merrill, Dennis B. Merrill, Doris A. Butler as Trustee be mailed to Surety Insurance Company of California whose address is Box 2430, La Habra, California 90631.

Signature of Trustor: James E. Godawa Jr. Street and Number: Box 244 City: Beatty, Oregon State: Oregon Zip: 97621

STATE OF CALIFORNIA Oregon COUNTY OF Klamath ss. On this 14th day of July 1981, before the undersigned, a Notary Public in and for said County and State, personally appeared James E. Godawa and Cleora M. Godawa known to me to be the person(s) whose name(s) subscribed to the foregoing instrument, and acknowledged to me that he (she) (they) executed the same. Witness my hand and official seal.



Signed: [Signature] Notary Public Comm. expires 3-12-85

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304-02 (Rev. 4/79)