

RECORDING REQUESTED BY

8659

v. 1182 r. 1107

AND WHEN RECORDED MAIL TO

Name: Mr Edward Lewis
Street Address: 15656 Yermo Street
City State Zip: Whittier Calif. 90603

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, Made this 18th day of January, 1982
Between ABRAHAM BOLDT AND MARY BOLDT, HUSBAND AND WIFE

whose address is 271 Degue Drive Walnut California 91789
(Transamerica Title Insurance Company, a California corporation, herein called TRUSTEE, and EDWARD LEWIS A SINGLE MAN)

Witnesseth: That Trustor irrevocably GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE IN TRUST WITH POWER OF SALE, that real property in the County of State of California, described as:

SEE EXHIBIT "A" ATTACHED HERETO FOR LEGAL DESCRIPTION STATE AND COUNTIES.

THIS DEED OF TRUST IS EXECUTED IN TRIPPLICATE AND EACH OF WHICH IS DEEMED TO BE AN ORIGINAL, BUT SUCH PARTS TOGETHER CONSTITUTE BUT ONE AND THE SAME INSTRUMENT.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by Paragraph 5 of Part B of the provisions incorporated herein by reference to collect and apply such rents, issues and profits, FOR THE PURPOSE OF SECURING payment of indebtedness evidenced by a promissory note, of even date herewith, executed by Trustor in the sum of ONE HUNDRED THOUSAND Dollars (\$ 100,000.00), any additional sums and interest thereon which may hereafter be loaned to the Trustor or his successors or assigns by the Beneficiary, and the performance of each agreement herein contained.

BY THE EXECUTION AND DELIVERY OF THIS DEED OF TRUST and the note secured hereby the parties hereto agree that there are adopted and included herein for any and all purposes by reference as though the same were written in full herein the provisions of Section A, including paragraphs 1 through 6 thereof, and of Section B, including paragraphs 1 through 14 thereof, of that certain fictitious Deed of Trust recorded in the official records in the offices of the County Recorders of the following counties of the State of California on June 24, 1964, unless otherwise indicated by * or **, in the reels and images, or books and pages designated after the name of each county:

Table with 8 columns: COUNTY, REEL IMAGE (BOOK) (PAGE), COUNTY, REEL IMAGE (BOOK) (PAGE), COUNTY, REEL IMAGE (BOOK) (PAGE), COUNTY, REEL IMAGE (BOOK) (PAGE). Lists various counties and their corresponding reel and page numbers.

*June 25, 1964; **June 26, 1964; Note: File Page 1144679, Series 5, Book 1964
A copy of said provisions so adopted and included herein by reference is set forth on the reverse hereof.
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.

Signature of Trustor: Abraham Boldt, Mary Boldt

STATE OF CALIFORNIA } On January 18, 1982, before me, the undersigned, a Notary Public in and for said
COUNTY OF Los Angeles } County and State, personally appeared Abraham Boldt and Mary Boldt known to me to be the
persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



82 JAN 28 AM 11 43

ck 12 09

A. To protect the security of this Deed of Trust, Trustor agrees:

1. To keep said property in good condition and repair; not to remove or demolish any buildings thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.
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 at option of Beneficiary the entire amount so collected or any part thereof may be released 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, and in any suit brought by Beneficiary to foreclose this Deed.
4. To pay; at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant 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.
5. To pay immediately and without demand all sums expended by Beneficiary or Trustee pursuant to the provisions hereof at the same rate as is provided for in the note secured by this Deed of Trust or at the rate of seven per cent per annum whichever be the greater rate with interest from date of expenditure.
6. Should Trustor fail to make 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; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any incumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his reasonable fees.

B. It is mutually agreed that:

1. Any award of damages in connection with any such taking or condemnation, or for injury to the property by reason of public use, or for damages for private trespass or injury thereto, is assigned and shall be paid to Beneficiary as further security for all obligations secured hereby (reserving unto the Trustor, however, the right to sue therefor and the ownership thereof subject to this deed of trust), and upon receipt of such moneys Beneficiary may hold the same as such further security, or apply or release the same in the same manner and with the same effect as above 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 prompt payment when due of all other sums so secured or to declare default for failure so to pay.
3. At any time or from time to time, and without notice, upon written request of Beneficiary and presentation of this Deed of Trust and said note for endorsement, and without liability therefor, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, and without affecting the security hereof for the amount secured hereby on all property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the property affected by the Trustee's action be credited on the indebtedness, the Trustee may: (a) reconvey all or any part of said property; (b) consent to the making and recording, or either, of any map or plat of the property or any part thereof; (c) join in granting any easement thereon; (d) join in or consent to any extension agreement or any agreement subordinating the lien, encumbrance or charge hereof.
4. Upon written request of the Beneficiary, and upon surrender of this Deed of Trust and all notes secured hereby to the Trustee for cancellation, and upon payment of its fees and charges, the Trustee shall reconvey, without warranty, the property then subject hereto. Any reconveyance, whether full or partial, may be made in terms to "the person or persons legally entitled thereto."
5. As additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, and in such order as Beneficiary may determine, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.
6. Upon default by Trustor in payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary and without notice to Trustor. In such event and upon written request of Beneficiary, the Trustee shall sell, for lawful money of the United States, the property then subject to this deed of trust, as a whole or in separate parcels, at Beneficiary's option, in accordance with the provisions of the laws of the State of California in force at the time of such sale, and if in separate parcels, in such order as Beneficiary may direct, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of sale. Trustee may postpone the sale of all or any portion of said property by public oral announcement at the time and place of sale, and from time to time thereafter may postpone such sale by public oral announcement at the time fixed by the preceding postponement. After deducting all costs, fees and expenses of Trustee and of this trust, including cost of evidence of title and reasonable counsel fees 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.
7. This Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner, including pledgee, of the note secured hereby, whether or not named as a beneficiary herein, or, if the note has been pledged, the pledgee thereof. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.
8. 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.
9. Beneficiary may from time to time, by a writing signed and acknowledged by Beneficiary and recorded in the office of the County Recorder of the County or respective Counties in which the property subject hereto is, or the respective parcels thereof are, situated, appoint another trustee in place and stead of Trustee herein named, and thereupon the Trustee herein named shall be discharged and the trustee so appointed shall be substituted as Trustee hereunder with the same force and effect as if originally named Trustee herein.
10. No power or remedy herein conferred is exclusive of, or shall prejudice any other power or remedy of the Trustee or Beneficiary given by law. Each such power or remedy may be exercised from time to time as often as deemed necessary.
11. The recitals contained in any reconveyance, trustee's deed, or any other instrument executed by the Trustee from time to time under the authority hereof or in the exercise of its powers or the performance of its duties under this deed of trust, shall be conclusive evidence of their truth, and binding and conclusive upon the Trustor, his heirs, executors, administrators, successors and assigns, and all other persons; whether stated as specific and particular facts, or in general statements or conclusions.
12. If any action be brought for the foreclosure of this deed of trust, Trustor agrees to pay to Beneficiary or Trustee (whichever may be the plaintiff in the foreclosure action), such reasonable sum as counsel fees as the Court may fix and award in such action, together with a reasonable fee to the Trustee, to be fixed by the Court, and all sums paid or incurred for procuring a search or searches of title to any property covered hereby subsequent to the execution hereof; and all such sums shall be secured hereby.
13. If two or more persons be designated as Trustee herein, any, or all, power granted herein to Trustee may be exercised by any of such persons, if the other person or persons are unable, for any reason, to act and any recital of such inability in any instrument executed by any of such persons shall be conclusive against Trustor, his heirs and assigns.
14. The Beneficiary hereunder shall be entitled to a fee for any statement, regarding the obligation, requested by the Trustor or requested at Trustor's direction which fee shall not exceed the amount provided for in Civil Code Section 2954 at the date of such request.

To obtain either a partial Reconveyance or a Subordination Agreement, this Deed of Trust, together with the note secured hereby, must be presented to the Trustee for endorsement and recording, accompanied by either a Request for Partial Reconveyance or a Subordination Agreement, as the case may be, and Trustee's fee.

To obtain a full Reconveyance of this Deed of Trust, present to the Trustee this request properly executed, the Deed of Trust, the original note secured by said Deed of Trust and any other evidence of indebtedness secured thereby, together with reconveyance fee.

REQUEST FOR FULL RECONVEYANCE

The undersigned is the legal owner and holder of the note in the amount of \$ _____ Dated: _____ and all other indebtedness secured by the foregoing Deed of Trust, which was recorded in Book _____ Page _____ of _____ Official Records of the _____ County of _____ California,

You are hereby notified that said note and all other sums and indebtedness secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed upon surrender to you of said note, Deed of Trust, and evidence of any other indebtedness secured thereby, for cancellation and retention, and upon payment to you of any sums owing to you under the terms of said Deed of Trust, to reconvey, without warranty, to "the person or persons legally entitled thereto," the estate now held by you thereunder.

Mailed reconveyance to this address: _____ Signed: _____

Received reconveyance: _____ Signed: _____

Transamerica Title Insurance Company

- CALIFORNIA OPERATIONS
- Alameda County 440 Grand Avenue, Oakland
 - Contra Costa County 1922 North Main Street, Walnut Creek
 - Fresno County 1004 North Van Ness Avenue, Fresno
 - Kern County 1100 Cheelar Avenue, Bakersfield
 - Los Angeles County Third and La Cienega, Los Angeles
 - Marin County 817 Mission Street, San Rafael
 - Merced County 630 West Nineteenth Street, Merced
 - Orange County 830 North Main Street, Santa Ana
 - Placer County 424 Vernon Street, Roseville
 - Riverside County 1424 21st Street, Sacramento
 - Sacramento County 577 North D Street, San Bernardino
 - San Diego County 7100 Convoy Court, San Diego
 - San Francisco County 244 Pine Street, San Francisco
 - San Joaquin County 4600 Parshing Avenue, Stockton
 - San Mateo County 802 Browder Avenue, Redwood City
 - Santa Clara County 90 North First Street, San Jose
 - Solano County 609 Jefferson Street, Fairfield
 - Sonoma County 435 E Street, Santa Rosa
 - Stanislaus County 1314 H Street, Modesto
 - Tulare County 1307 South Mooney Boulevard, Visalia
 - Yolo County 618 Main Street, Woodland
- NEVADA OPERATIONS
- Washoe County 437 South Sierra Street, Reno

Parcel 1:

San Bernardino County Unincorporated Area

Lot 95 of Tract NO. 5081 Lucky Star Ranchos Number 2 as per map recorded in Book 60, pages 48 to 50 in the office of the county recorder of said county

PARCEL 2:

Unincorporated Area, San Bernardino County

Lot 156 of Tract 4575 as per map recorded in book 56, pages 96 to 100 of maps, in the office of the county recorder of said county.

PARCEL 3:

Unincorporated Area, San Bernardino County

Lot 305 of Tract 5374 as per map recorded in book 64, pages 35 to 51 of maps, in the office of the county recorder of said county.

PARCEL 4:

Unincorporated Area, San Bernardino County

Lot 123 in Tract No 2068 in the County of San Bernardino, State of California as per map recorded in Book 30 of Maps, Pages 6,7,8 & 9 in the office of the County Recorder of said County.

PARCEL 5:

Unincorporated Area, San Bernardino County

Lot 145 in Tract No. 2068 in the County of San Bernardino, State of California as per map recorded in Book 30 of Maps, Pages 6,7,8, & 9 in the office of the County Recorder of said county.

PARCEL 6:

Unincorporated Area, San Bernardino County

NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN

PARCEL 7:

Unincorporated Area, San Bernardino County

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20 TOWNSHIP 4 NORTH, RANGE 2 WEST, SAN BERNARDINO BASE AND MERIDIAN,

PARCEL 8:

Unincorporated Area, Crowley County Colorado

Section 20, Township 20 South, Range 58 West, of the 6th Prime Meridian, Crowley County, Colorado.

PARCEL 9:

Unincorporated Area, Klamath County Oregon

THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP
37 SOUTH, RANGE 14 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY OREGON.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at ~~Klamath~~

this 28 day of Jan A. D. 19 82 at 11:49 clock A. M., and
duly recorded in Vol. M82 of Mtge on Page 1107

EVELYN BIEHN, County Clerk

Fee \$12.00

By Jay Mc

Unofficial Copy