

RECORDING REQUESTED BY

Jack's Bail Bond - 1253 East Ave. Chico, Calif.  
Phone 345-1678 or Oroville 533-1441  
95926

AND WHEN RECORDED MAIL TO

11578

ALLIED FIDELITY INSURANCE CO.

(An Indiana Corporation)

P.O. Box 20112  
Indianapolis, Indiana  
46220

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

TRUST DEED SECURING BAIL BOND NO. 10-022298 For: DAVID A. HANBY  
DEFENDANT

This Deed of Trust, made this 3 day of MAY, 1982 between  
JAMES W. SMITH AND LETHA A. SMITH, HUSBAND AND WIFE, herein called TRUSTOR,  
whose address is

ALLIED FIDELITY CORPORATION, whose address is P.O. Box 20112, Indianapolis, Indiana 46220  
herein called TRUSTEE, and ALLIED FIDELITY INSURANCE COMPANY, an Indiana corporation, herein  
called BENEFICIARY, whose address is P.O. Box 20112, Indianapolis, Indiana 46220.

WITNESSETH: That Trustor irrevocably GRANTS to TRUSTEE, IN TRUST, WITH POWER OF SALE,  
all that property in the County of KLAMATH, State of OREGON described as:

Lot 1 Block 13 Tract 1064 as per map recorded in  
VOLUME 81 Page 5888 of Maps, Miscellaneous Records in the  
office of the County Recorder of KLAMATH County, OREGON  
1 ST ADDITION OF GATEWOOD

FOR THE PURPOSE OF SECURING payment to the said Beneficiary of all monies due to the Beneficiary and for all original  
premiums, losses, costs, expenses, expenditures, including but not limited to reasonable attorney's fees and liability suffered,  
sustained, made or incurred by the Beneficiary and as more fully set forth and described in a certain Indemnity Agreement  
dated 5-3-82, which is incorporated herein by reference, on account of, growing out of, or resulting  
from the execution of a certain bond #10-022298 in the amount of 2000 - by J.C. MAMICH

as agent for Beneficiary on behalf of DAVID A. HANBY in the matter of  
PEOPLE vs. DAVID A. HANBY  
or on account of, growing out of, or resulting from the execution of any other bail bond executed by the Beneficiary in con-  
nection with or relative to the above referred to action or Indemnity Agreement and for which amounts, and the matters set  
forth in the said Indemnity Agreement, the property hereinabove referred to, stands as security.

IT IS UNDERSTOOD AND AGREED that a certificate signed by the Beneficiary at any time hereafter stating, (1) that any  
bond which is secured hereby has been declared forfeited; or that any premium due under any such bond has not been paid  
after demand therefor has been made; or (2) that any loss, damage, expenditure or liability has been sustained by the Bene-  
ficiary or its agent on account of the Indemnity Agreement, which certificate shall specify the date or dates and the amount  
or amounts of such loss, damage, expenditure (including reasonable attorney's fees) or liability; that payment has been de-  
manded of the party or parties on whose behalf the aforesaid bond or bonds was or is about to be executed; and that such loss,  
damages, expenditures (including said reasonable attorney's fees) 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 upon  
and sell the security herein, and from the proceeds of such 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 the date of 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 obliga-  
tions secured hereby due and payable by delivery to Trustee of a 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.

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, Trustor agrees: by execution and delivery of this Deed of Trust  
and the Indemnity Agreement which it secures, to be bound by provisions (1) through (17), inclusive, contained in this Deed  
of Trust. The said provisions are hereby adopted and incorporated herein, by reference, and made a part hereof as fully as  
though set forth at length herein; that the references to property, obligations and parties in said provisions are construed to  
mean the property, obligations and the 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 mailing address hereinbefore set forth.

THE UNDERSIGNED TRUSTOR STATES that he has fully read this Deed of Trust and does understand its provisions and  
effect.

STATE OF CALIFORNIA }  
COUNTY OF } ss.

On this day of 19  
before me, the undersigned, a Notary Public in and  
for the State of California

STATE OF CALIFORNIA BUTTE  
COUNTY OF

On MAY 5, 1982

before me, the undersigned, a Notary Public in and for  
said State, personally appeared J.C. MAMICH personally known to me  
to be the person whose name is subscribed to the within instrument, as a witness thereto, who being by me duly  
sworn, depose and said That he resides in BUTTE COUNTY  
that he was present and saw JAMES W. SMITH AND LETHA A. SMITH

personally known to him to be the same person S described

in and who executed the said within instrument, as

part YS thereto, sign, seal and deliver the same and

that the said JAMES W. SMITH AND  
LETHA A. SMITH

duly acknowledged in the presence of said affiant, that THEY

executed the same, and that he, the said affiant, thereupon

HIS request, subscribed his name as a witness thereto

WITNESS my hand and official seal

Signature Janice Hecker

JANICE HECKERSON

Name (typed or printed)

(This area for official notarial seal)

Jack's Bail Bonds

82 MAY 7 PM 2 27

# INDEMNITY AGREEMENT

5723

WHEREAS, Allied Fidelity Insurance Co. (hereinafter referred to as "Surety"), at the request of or on behalf of the undersigned (hereinafter referred to as "Indemnitors") has or is about to become a Surety on an appearance bond for defendant in the penal sum of \$ 2000 by its certain bond or undertaking identified as Bond No. 14-022278.

WHEREAS, the Indemnitors have induced the Surety to execute the aforementioned bond upon the promise and agreement that the Indemnitors will indemnify the Surety as hereinafter set forth, and whereas the Surety would not execute the aforementioned bond but for the execution of this agreement by the Indemnitors;

NOW, THEREFORE, in consideration of the premises and of the execution or continuance of said bond, and all other bonds or undertakings, if any, which may at any time be issued by the Surety at the request of or on behalf of the undersigned, the Indemnitors for themselves, their heirs, legal representatives, successors and assigns, do hereby, jointly and severally, covenant and agree with the Surety, its successors and assigns, as follows:

1. The undersigned will cause the aforesaid defendant to appear before the court named in the bond at the time therein fixed and from day to day and term thereafter, as may be ordered by said court.
2. The Indemnitors will pay to the Surety, through and by payment to its agent, the sum of \$ 200 as premium for and upon the execution of the aforementioned bond, and further agree to pay, when due, all premiums for renewal or successor bonds, if any, in accordance with the regular rates in effect on the date such bonds become effective. All premiums shall be deemed fully earned immediately upon the execution and filing of the bond, and the fact that the defendant may have been taken improperly into custody, or his bail reduced, or the action against him dismissed forthwith, shall not obligate the Surety to waive or return the premium or any portion thereof.
3. The Indemnitors will indemnify and save the Surety harmless from and against any and all liability, loss, costs, damages, attorneys' fees and other expenses which the Surety may sustain or incur by reason or in consequence of the execution of such bonds or undertakings, and any renewal or successors thereof, including but not limited to, expenses paid or incurred in searching for, apprehending, endeavoring to apprehend or returning the defendant to the custody of the court, sums paid or liabilities incurred in settlement of, and expenses paid or incurred in connection with claims, suits, or judgments under any such bonds, expenses paid or incurred in enforcing the terms hereof, in procuring or attempting to procure release from liability, or in recovering or attempting to recover losses or expenses paid or incurred, as aforesaid. Indemnitors will, upon demand, pay the Surety all sums necessary to meet all such claims, liabilities, loss, costs, damages, attorneys' fees, expenses, suits, or judgments against it, and before the Surety shall be required to pay the same, including but not limited to the payment of the penal amount of the bond, or any portion thereof, immediately upon receipt of notice from the Surety that the bond has been declared forfeited by the court.
4. The Indemnitors agree that the Surety shall have the exclusive right to decide and determine whether any claim, liability, suit, or judgment made or brought against the Surety on any such bond shall or shall not be compromised, resisted, defended, tried or appealed, and the Surety's decision thereon, if made in good faith, shall be final and binding upon the Indemnitors. An itemized statement of payments made by the Surety or its agents for any of the purposes specified herein, sworn to by an officer of the Surety, or the voucher or vouchers for such payments, shall be conclusive evidence of such payment and shall be prima facie evidence of the liability of the Indemnitors to reimburse the Surety for such payments, with interest.
5. The Indemnitors' liability hereunder shall apply not only to the bond specifically referred to above, but shall apply to all other bonds or undertakings which may at any time be issued by the Surety at the request or on behalf of the undersigned.
6. The liability of the Indemnitors hereunder shall not be affected by the failure of the defendant to sign any such bond or agreement, nor by any claim that other indemnity or security was to have been obtained, nor by the release of any indemnity, or the return or exchange of any collateral that may have been obtained; and if any party signing this instrument is not bound for any reason, this obligation shall be binding upon each and every other party. The obligations of the Indemnitors hereunder are joint and several and any amounts due shall bear interest at the rate of ten percent per annum from the date of demand. The Surety may proceed against any one or more of the Indemnitors for the full amount due and shall not be obligated to enforce its rights under this agreement against all of them, nor to first proceed against the defendant or principal on the bond.
7. The Indemnitors agree to waive and do hereby waive any defense that this instrument was executed subsequent to the date of any such bond, covenanting and warranting that such bond was executed pursuant to the request and in reliance on the promise of Indemnitors to execute this instrument.
8. This agreement shall remain in full force and effect as long as either the Indemnitors or the aforesaid defendant shall have any obligation whatsoever to the Surety. This agreement may not be revoked, altered, modified, or amended without the express written consent of the Surety by and through its duly authorized officer.
9. In the event any part of this agreement shall be void or unenforceable under the laws of the place governing its construction, then such part only shall be considered as deleted and the remainder of this agreement shall endure in full force and effect.

IN TESTIMONY WHEREOF, THE UNDERSIGNED DO HEREBY ACKNOWLEDGE THAT THEY AND EACH OF THEM HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND THE CONTENTS HEREOF, AND INTEND TO BE LEGALLY BOUND HEREBY, and do now subscribe this agreement this 5 day of May, 19 82.

Indemnitors:

[Signature]  
[Signature]

Address: 4980 SOUTH VIEW DRIVE  
Address: KLAMATH FALLS, OREGON 97601  
Address: SAME AS ABOVE

[Signature]  
[Signature]

State of [Signature] )  
County of [Signature] ) ss.

On this 10 day of May, 1982, before me personally appeared  
STATE OF OREGON: COUNTY OF KLAMATH :ss  
I hereby certify that the within instrument was received and filed for  
record on the 7 day of May, A.D., 1982 at 2:27 o'clock P M,  
and duly recorded in Vol. M 82, of Deeds on page 5722

Fee \$ 8.00

EVELYN BIEHN COUNTY CLERK  
by [Signature] Deputy