

24354

RECORDING REQUESTED BY

JOEY BARNUM  
11833 VALLEY BLVD.  
EL MONTE CA 91731

AND WHEN RECORDED MAIL TO

Surety Insurance Company  
Box 2430  
La Habra, California 90631

Vol. 488 Page 8901

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 APRIL, 1983, between MARGARET BAUMENS, hereinafter 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 CLAMATH County, California, described as:  
LOT 10 IN BLOCK 108 AS SHOWN ON THE MAP ENTITLED  
QUOTE "CLAMATH FALLS FOREST ESTATES HIGHWAY 66 UNIT  
PLAT #4" AS FILED IN THE OFFICE OF THE COUNTY  
CLERK OF SAID CLAMATH COUNTY, STATE OF  
OREGON,

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, 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. 690598 on behalf of STATE OF CALIFORNIA

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 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 \_\_\_\_\_, 19\_\_\_\_\_, in Book \_\_\_\_\_ page \_\_\_\_\_ records of \_\_\_\_\_ County (or filed for record with recorder's serial number \_\_\_\_\_, \_\_\_\_\_ County) California, executed by \_\_\_\_\_ as Trustor in which \_\_\_\_\_ is named as Beneficiary and \_\_\_\_\_ as Trustee be mailed to Surety Insurance Company of California whose address is Box 2430, La Habra, California 90631.

Signature of Trustor

MARGARET BAUMENS Street and Number Lot #1 - Clamath Falls Forest Estates, Clamath City regon State OREGON Zip 97631

STATE OF CALIFORNIA  
COUNTY OF

On this 14 day of APRIL, 1983, before the undersigned, a Notary Public in and for said County and State, personally appeared MARGARET BAUMENS 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.

5902

STATE OF CALIFORNIA  
COUNTY OF Los Angeles } ss.

On this 20 day of May, in the year 19 83  
before me, the undersigned, a Notary Public in and for said State, ~~personally appeared~~  
XXXXXXXXXXXXXXXXXXXX ~~personally appeared~~  
(or proved to me on the oath/affirmation of Helen Perez  
a credible witness 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, deposes and says:  
That the Witness resides in 2509 Sastre, El Monte  
and that the Witness was present and saw Margaret Bauwens  
personally known to the Witness to be the same person described in, and whose name is  
subscribed to the within instrument as a Party thereto, execute it, and acknowledge to the  
Witness that he executed it, and that the Witness subscribed her name thereto as a  
witness.

WITNESS my hand and official seal.

Robert J. Kay  
Notary Public in and for said State.

OFFICIAL SEAL  
ROBERT J. KAY  
NOTARY PUBLIC-CALIFORNIA  
PRINCIPAL OFFICE IN  
LOS ANGELES COUNTY  
My Commission Expires Jan. 31, 1986

ACKNOWLEDGMENT—Subscribing Witness—Wolcotts Form 262CA—Rev. 5-82  
©1982 WOLCOTTS, INC.

STATE OF OREGON; COUNTY OF KLAMATH; ss.  
Filed for record  
this 8th day of June A. D. 19 83 at 11:47 o'clock A M., and  
duly recorded in Vol. M83 of Mortgages on Page 8901.  
By EVELYN BIEHN, County Clerk  
Evelyn Biehn  
Fee \$8.00