

32894

RECORDING REQUESTED BY

JOEY BARNUM BAIL BONDS

11233 VALLEY BLVD., EL MONTE

AND WHEN RECORDED MAIL TO



Dennis B. Merrill

Managing Bail General Agency

Vol. 184 Page 1354

FOR

Surety Insurance Company

P.O. Box 2667

La Habra, California 90631-1867

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 11 day of November 1983 between

GUY V. BAUWENS AND PEGGY EVANS

Merrill, Dennis B. Merrill, and Patricia G. Karakas, 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, California, described as:

LOT 33, BLOCK 5, KLAMATH FOREST ESTATES, IN THE COUNTY OF KLAMATH, 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, 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. 11-14678 on behalf of

PEGGY DE EVANS

in the matter of PEOPLE OF THE STATE OF

CALIFORNIA

vs. PEGGY DE EVANS

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 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 herein.

Signature of Trustor

Street and Number

City

State

Zip

12045 RANCHITO, EL MONTE

12045 RANCHITO, EL MONTE

STATE OF CALIFORNIA
COUNTY OF

}

WITNESS:

On this day of

, 19

before the undersigned Notary Public, personally appeared

☐ personally known to me ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to the foregoing instrument, and acknowledged that executed the same. Witness my hand and official seal.

Signed

Notary Public

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STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

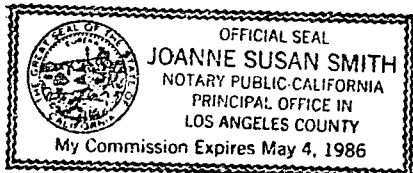
} ss.

On this 11 day of NOVEMBER, in the year 19 83,
before me, the undersigned, a Notary Public in and for said State ~~XXXXXXXXXXXX~~
~~XXXXXXXXXXXX~~ ~~XXXXXXXXXXXX~~

(or proved to me on the oath/affirmation of JOEY BARNUM
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 MONTEREY PARK, CALIFORNIA
and that the Witness was present and saw GUY V. BAUWENS AND
PEGGY EVANS

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 ~~they~~ he executed it, and that the Witness subscribed his name thereto as a
witness.

WITNESS my hand and official seal.



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

Joanne Susan Smith
Notary Public in and for said State.

STATE OF OREGON: COUNTY OF KLAMATH:ss
I hereby certify that the within instrument was received and filed for
record on the 25th day of January A.D., 1984 at 1:15 o'clock P.M.
and duly recorded in Vol M84, of Mortgages on page 1354.

EVELYN BIEHN, COUNTY CLERK

by Sam Smith Deputy

Fee \$8.00