

RECORDING REQUESTED BY

39732

(STATE OF OREGON,)

County of Klamath)

Filed for record at request of

Vol. M84 Page 13491

WHEN RECORDED MAIL TO

THE BOND EXPERTS
P.O. BOX 15319
PORTLAND, OR 97215

on this 6th day of Aug. A.D. 19 84

at 11:25 o'clock A M, and duly

recorded in Vol. M84 of Mortgages

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EVELYN BIEHN, County Clerk

By [Signature] Deputy

Fee 4.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 11TH day of MAY 19 84, between

RONALD L. MERMAN & PEGGY J. MERMAN, husband and wife, herein called TRUSTOR,

whose address is P.O. BOX 207 BONANZA 97623 OREGON
(number and street) (city) (zone) (state)

and Amwest General Agency Inc. herein called TRUSTEE,

and Amwest Surety Insurance Company 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:
OREGON

The East 30 feet of Lot 10 and all of Lots 11 and 12, Block 44, GRANDVIEW ADDITION TO BONANZA, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Together with the appurtenances thereto and the rents, issues and profits thereof, and warranting the title to said premises.

To have and to hold the same unto said Trustee and his successors, upon the trusts hereinafter expressed, namely:

For the purpose of securing payment to the said Beneficiary, of the monies due to and of all losses, damages, expenditures and liability suffered, sustained, made or incurred by the RONALD L. MERMAN, a corporation, the Beneficiary, (and as more fully set forth and described in a certain Blanket Indemnity Agreement dated MAY 11, 1984, which Agreement is made a part hereof by reference as though herein fully set forth) on account of, growing out of, or resulting from the execution of suretyship instruments referred to in said Blanket Indemnity Agreement as Bonds and hereinafter referred to as Bond(s), executed on behalf of VARIOUS

AMOUNTS and the matters set forth in the said Blanket Indemnity Agreement, these presents are security. **AND FOR WHICH**

Trustor agrees:

(a) 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.

(b) That upon default of any of the obligations the Beneficiary may collect the rents, issues and profits of said property.

(c) 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 Trustor predecessor, succeed to all its title, estate, powers and duties.

(d) That a certificate signed by the Beneficiary at any time hereafter setting forth that claim has been made by an obligee or that a loss, damage, expenditures or liability has been sustained by the Beneficiary on account of the aforesaid Bond(s), the date or dates and amount or amounts of such loss, damages, expenditures and/or liability; that payment has been demanded of the party or parties on whose behalf the aforesaid Bond(s) was executed; and that such loss, damages, expenditures 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 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 per cent per annum from the 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 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.

THE UNDERSIGNED TRUSTOR REQUESTS that a copy of any notice of default and of notice of sale hereunder be mailed to him at his address hereinabove set forth.

STATE OF ~~CALIFORNIA~~ OREGON } SS.
COUNTY OF Klamath

On May 16th before me, the undersigned, a Notary Public in and for said County and State, personally appeared RONALD L. MERMAN & PEGGY J. MERMAN, husband and wife, personally

known to me for (they) to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknow-

ledged that (he/she or they) executed it.

WITNESS my hand and official seal.

(Seal) [Signature]
Notary Public in and for said County and State

Signature of Trustor

[Signature]
[Signature]

NOTARY PUBLIC - MY COMMISSION EXPIRES 3/3/85