

45649

RECORDING REQUESTED BY

Ira Jones and Betty J. Jones

Vol. 185 Page 1939

AND WHEN RECORDED, MAIL TO

NAME Mr. James R. White
 ADDRESS Mrs. Virginia H. White
 CITY & STATE 5540 Marburn Ave.
 ZIP View Park, Ca. 90043

Title Order No. 1001

Escrow No.

DEED OF TRUST AND ASSIGNMENT OF RENTS (LONG FORM)

BY THIS DEED OF TRUST, made this 27th day of December, 1984, between

Ira Jones and Betty J. Jones, husband and wife, as joint tenants,

, herein called Trustor, whose address is

3115 (number and street) Armourdale Av. (city) Long Beach (zone) 90808 (state) California
 and SAFECO TITLE INSURANCE COMPANY, a California corporation, herein called Trustee, and

(See Exhibit "A" attached hereto and made a part hereof *James R. White and Virginia H. White

Trustor grants, transfers, and assigns to trustee, in trust, with power of sale, that property in Oregon
 described as: Klamath County, California

Lot 5, Block 2, Oregon Shores Subdivision as per map recorded in Book M-79, Page 12337 of the Mortgage Records, filed in the office of Klamath County, Oregon

Trustor also assigns to Beneficiary all rents, issues and profits of said realty reserving the right to collect and use the same except during continuance of default hereunder and during continuance of such default authorizing Beneficiary to collect and enforce the same by any lawful means in the name of any party hereto.

For the purpose of securing:

(1) Performance of each agreement of Trustor incorporated by reference or contained herein; (2) payment of the indebtedness evidenced by one promissory note of even date herewith and any extensions or renewals thereof in the principal sum of \$ payable to Beneficiary; (3) the payment of any money that may be advanced by the Beneficiary to Trustor, or his successors, with interest thereon, evidenced by additional notes (indicating they are so secured) or by endorsement on the original note, executed by Trustor or his successor.

A. TO PROTECT THE SECURITY HEREOF, TRUSTOR AGREES:

(1) To keep said property in good condition and repair, preserve thereon the buildings, complete construction begun, restore damage or destruction, and pay the cost thereof; to commit or permit no waste, no violation of laws or covenants or conditions relating to use, alterations or improvements; to cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which the character and use of said property and the estate or interest in said property secured by this Deed of Trust may require to preserve this security.

(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 Beneficiary may release all or any part thereof 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.

(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.

Should Trustor fail to make any 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 the 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.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at seven per cent per annum, and to pay for any statement provided for by law regarding the obligations secured hereby in the amount demanded by Beneficiary, not exceeding the maximum amount permitted by law at the time of the request therefore.

B. IT IS MUTUALLY AGREED THAT:

(1) Any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned to Beneficiary, who may apply or release such moneys received by him in the same manner and with the same effect as 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 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, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and such note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any

map thereof; join in granting any easement thereon; or join in any agreement extending or subordinating the lien or charge hereof.

(4) Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(5) Upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately 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 said property to be sold, which notice Trustee shall cause to be duly filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

Trustee shall give notice of sale as then required by law, and without demand on Trustor, at least three months having elapsed after recordation of such notice of default, shall sell said property at the time and place of sale 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 postponement. Trustee shall deliver to such purchaser its deed conveying the property to sold, but without any covenant or warranty, expressed 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 hereinafter 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 seven per cent per annum; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(6) This Deed applies to, inures to the benefit of, and binds all parties hereto, their legal representatives and successors in interest. The term Beneficiary shall include any future owner and holder, including pledgees, of the note secured hereby. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

(7) 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.

(8) The Trusts created hereby are irrevocable by Trustor.

(9) Beneficiary may substitute a successor Trustee from time to time by recording in the office of the Recorder or Records of the county where the property is located an instrument stating the election by the Beneficiary to make such substitution, which instrument shall identify the Deed of Trust by recording reference, and by the name of the original Trustor, Trustee and Beneficiary, and shall set forth the name and address of the new Trustee, and which instrument shall be signed by the Beneficiary and duly acknowledged.

The undersigned Trustor request that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinabove set forth.

Ira Jones
Betty J. Jones

STATE OF CALIFORNIA,

COUNTY OF Los Angeles

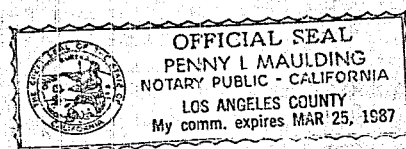
SS. :-

On this the 27 day of December 1984, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ira Jones
and Betty Joan Jones

_____ personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that they executed the same.

Penny L. Maulding

FOR NOTARY SEAL OR STAMP



DO NOT RECORD

FOR RECONVEYANCE OR FORECLOSURE SEND TO THE NEAREST
OFFICE OF SAFECO TITLE INSURANCE COMPANY
REQUEST FOR FULL RECONVEYANCE

To be used only when note has been paid.

Dated _____

To SAFECO TITLE INSURANCE COMPANY, TRUSTEE:

The undersigned is the legal owner and holder of all indebtedness secured by the within Deed of Trust. All sums secured by said Deed of Trust have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel all evidences of indebtedness, secured by said Deed of Trust, delivered to you herewith together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, the estate now held by you under the same.

Mail Reconveyance To:

(By) _____
(By) _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

DO NOT RECORD

Deed of Trust

WITH POWER OF SALE
(LONG FORM)

SAFECO TITLE
INSURANCE COMPANY

AS TRUSTEE

1941

NOTE SECURED BY DEED OF TRUST

(STRAIGHT NOTE)

EXHIBIT A

\$ 12XXXXX 1200.00

Long Beach

California

December 27th 1984

value received I promise to pay to James R. White and Virginia H. White

the sum of \$1242.50 dollars
Twelve Hundred Forty Two 50/100
with interest from December 26, 1984 until paid, at the rate of 14 per cent per annum, payable

As a single payment on March 27th 1985. As agreed upon, at that time, James R. White and Virginia H. White will provide Ira Jones and Betty J. Jones with a Deed of Reconveyance on Lot 5, Block 2. Oregon Shores, Subdivision, in the County of Klamath, State of Oregon, as recorded in book M-79 at page 12377 of the Mortgage Records of Klamath County, Oregon

Should default be made in payment of principal or interest, the whole sum of principal and interest shall, at the option of the holder of this note, become immediately due. Principal and interest payable in lawful money of the United States. If action be instituted on this note, the undersigned promise to pay such sum as the Court may adjudge as attorney's fees. This note is secured by a DEED OF TRUST to SAFECO TITLE INSURANCE COMPANY, a corporation.

Ira Jones 12/27/84
Betty J. Jones 12/27/84

James R. White 12/27/84
Virginia H. White 12/27/84

THIS FORM FURNISHED BY SAFECO TITLE INSURANCE COMPANY

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for record on the 6th day of February A.D., 1985 at 9:53 o'clock A M, and duly recorded in Vol M85 of Mortgages on page 1939.

Fee: \$ 13.00

EVELYN BIEHN, COUNTY CLERK

by: Don Smith, Deputy