

RECORDING REQUESTED BY

SS. Vol. m90 Page 12114

Filed for record at request of:

McMains Bail Bonds

on this 20th day of June A.D., 19 90
at 11:57 o'clock A.M. and duly recorded
in Vol. M90 of Mortgages Page 12114
Evelyn Biehn County Clerk
By Pauline Muehlendler

Fee. \$8.00

WHEN RECORDED MAIL TO

McMurray Bail Bonds
419 Virginia St
Greely CO 95948

BOND NO. RB5-77100 BOND AMOUNT \$ 1810⁰⁰ DEFENDANT Phillip Moskor

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

This Deed of Trust, made this 28th day of Jan, 19 90,
between Lanola A. Markovic, herein called Trustor, and
Minnie M. McNamee herein called Trustee, and RANGER INSURANCE COMPANY, herein called Beneficiary.

Witnesseth: The Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with power of sale, that property in Klamath Co., State of Oregon County, State of California, described as:

Assessor's Parcel No. R 3467 634C0 00500 000 00 account # 200179

Assessor's Parcel No. R 3467 63103 06588 088 00

Together with the 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. 545-77100 on behalf of Phillip J. Moskowitz

and for the purpose of securing the performance of the obligations herein set forth, on account of, growing out of, or resulting from the execution of a copy of the same, the undersigned, the Bail Bondsmen, do hereby certify that the same 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 copy of the same.

No. 535-77100 on behalf of Phillip A. Moskies
in the matter of The People
vs. Phillip A. Moskies
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 the obligations the Beneficiary may collect the rents, issues and profits of said property, substitute a successor 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. Any powers herein are executed by any one of the above-named Trustees and it shall be deemed

(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 secured hereby due and payable by delivery to Trustee of written declaration of default 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 election to cause to be sold said property, and notice of sale having been given as then required by law, Trustee, without of such time as may then be required by law following the recording 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 postponement. Trustee shall deliver to such purchaser 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 their 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 any notice of sale hereafter be mailed to him at his address as follows:

Address _____

Signature of Trustor

Signature of Trustor
Ramona A. Moskies

5 Pamela A Chamberlain

Address

Address
P.O. Box 65, Chilapin, R. 97624
same

State of California

County of Butte SS.

On June 4, 1990, before me, the undersigned, a Notary Public for the state, personally appeared Vernonica Lynne Smith, personally known to me (or proved to me on the oath of _____ who is 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 he/she was present and saw Daniela A. Moskides the same person described in and whose name is subscribed to the within and annexed instrument as a party thereto, execute the same, and that said affiant subscribed his/her name to the within instrument as a witness.

Kathleen M. McElroy
Notary Public

