Vol. mgo Page **20**414 HECOROINS FEOURITHO IN 21239 A DESCRIPTION OF THE PROPERTY WHO WHEN HECKOROLD MAIL TO PLOTKINI BAIL BONCIS 11819 Firestone Blvd. Norwale, CA 90650 (213) 860-0501 SPACE ABOVE THIS LINE FOR RECORDER'S USE DEFENDANT Richard Larson BOND NO. 17/5-0003857/1 ORIGINAL PROMISSORY NOTE SECURED BY DEED OF TRUST MAY 10 1990 NORWLK CA (State) .... Carri ON DESERTO after date for value received. I promise to pay by the order of PLO TRONIBAIL BONISS the sum of Wife Description Strong Course and The part incompanies a graph and the part incompanies of the part with interest form data of larieture on East Bond until paid at the rate of 10 penant per annum, pro able ON DEMAND, plus reasonable attorneys fees, ment of the state Sinculations we till not be so paid it shall there allian bear like interest as the principal, but such unpaid interest so compounded shall not exceed an amount requal to simple interest on the unperiod printipal at the maximum rate permitted by law. Should default be made in payment of interest when due the whole sum of principal and interest shall become immediately due, at the option of the holder of this note. Principal and interest payable in lawful encourse of the United States at action be instituted on this note i promise to pay such sum as the Court may fix as attorney's fees, and private investigation There, court as less transits, that premiums, retreival premiums, and all other to the sustained by a prompany This note is secured by a DEED OF TRUST to the PLOTK IN BAIL BONTES CO. Beneficiary. D.P. FORECLOSURE SERVICE CORPORATION. ,90 HAY 10th between day of This Deed of Trust made this ... \_, herein called TRUSTOR, RICHARD C. LARSON whose address is CHILDOUIN RIDGE ROAD CHILDOUIN, OREGON 97624
Number and Street (City) and D.P. FORECLOSURE BERVICE CORP. herein called TRUSTEE, and PLOTKIN BAIL BONDS herein called BENEFICIARY, Witnesseth: That TRUSTOFI hereby GRANTIS TRANSFERS AND ASSIGNS TO TRUSTELL IN TRUST, WITH POWER OF SALE, all of that property in KLAJATE SEE EXHIBIT "A" ATTACHED HERETO Assess of 11 Parcel No. 34-07-35A-5001 FOR THE PURPOSE OF ISCURING the performance of each agreement of the TRUSTOR herein contained and the payment of the sum of 3 15 100 90 .... with interest thereon according to terms of the original promissory note of even date, made by the TRUSTOR in favor OF THE BENEFICIALTY In addition to that set that here is above this DEED OF TRUST secured payment of all indubtedness, lees and expenses incurred by way of a BAIL BONO ADPLEMENT error red by the undersigned on or about the data thereof in favor of above-detailed defendant and bond number. The terms of said Bail Bond Agrating it are incorporated herein by this reference. To Profest the Security of this Deed of Trust, Trustor agrees by execution and delivery of this Deed of Trust and the Note it secures, to be bound by provisions (1) foru (11), and (14) to (11), inclusive, contained in his freed of Trust. The said provisions are hereby adopted and incorporated Page and by (Bearings, and shade a part his edias fully as though self forth at length herein, that the references to property, obligations and parties ini said (no insigns are partitived to meith the property, obligations and the parties set forth in this Deed of Trust. The Uniter signed Truster requests that a copy of any notice of default and of any notice of sale hereafter be mailed to him at his address hereina boile set forth RICHARD C. LARSON TED OR TYPED

RICHARD C. LARSON

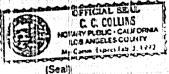
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Signed C.C. COLLINS Notary Public

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## THIS SIDE MUST BE FIECORDED

TO PROTECT THE SECURITY OF THIS DEED OF TRUST, I RUSTOR AGREES:

1. To pay to Beneficiary, upon request, in addition to payments specifically required herounder and under any note secured hereby, in installments, at the sime standard the amount's requested by Beneficiary, sums which when cumulated will be sufficient to pay one month prior to the time the same become desired at the amount's requested by Beneficiary, sums which when cumulated will be sufficient to pay one month prior to the time the same become desired, as a state same as a continuous content of the excess may be released or held by Beneficiary at large, as a state same that such sums are insufficient, Trustor agrees to pay any deficiency on demand, if Beneficiary may apply all or any part of said funds then held on any obligation secured hereby.

Trustor shall default under this deed Beneficiary may apply all or any part of said funds then held on any obligation secured hereby.

2 Property to dairy for and tase the property in good condition and repair and to keep at buildings thereon free from visible active termites, fungi or 2 Properly to care for and laser the property in good condition and repair and to keep all buildings thereon free from visible active termites, fungion of the interest of the manner and building of improvement thereon, to complete or restore promptly and in good and workmanlike manner and building of improvement which may be constructed, damaged, or destroyed thereon, and pay when due all costs incurred therefor, and, if the manner and building of improvements on said property, to complete the same in board secretary, or any part thereof, is for the purpose of financing construction of improvements on said property, to complete the same in board secretary to part said specifications bits stactory to Beneficiary to inspect said property at all times during construction; to replace accordance with plans and specifications bits stactory to Beneficiary; to lattice from Beneficiary of such fact, which notice may be any work or materials unsatisfactory to bin sticiary, within lifteen (15) colerated days after written notice from Beneficiary of such fact, which notice may be any work or materials unsatisfactory to bin sticiary, within lifteen (15) colerated days, not to commit or permit waste of the property; to comply with all laws, improvements for any least on whatsoever for a period of lifteen (15) defended days, not to commit or permit waste of the property; to comply with all laws, improvements and restrictions affecting the property; if said find by agricultural, property to harvest and care for crops growing thereon and farm the property and husbandike manner.

That, the Trustory, locky presentation to it of a statument in writing signed by Beneficiary, setting forth facts showing a default by Trustor under this trust by strustor and conclusive all fects and statements therein and to act thereon hereunder.

numbered paragraph. In authorised to accept as true and conclusive all rects and statements therein and to act thereon hereunder.

(1) To at all timest provide, maintain inforce and diliver to Bendiciary fire and such other insurance as may be required by Beneficiary in an amount satisfactory to and with lives payable to said Beneficiary, said insurance policies shall be inform and content and in such companies as may be satisfactory satisfactory and thin all be delivered to and remain in possession of Beneficiary as further security for the faithful performance of these trusts. If said to the Beneficiary, and thin all be delivered to and remain in possession of Beneficiary as further security for the said insurance, with evidence of the insurance policy plays before the expiration of any of the said insurance, with evidence of the insurance policy plays before the expiration of any of the Trustor and pay the premium premium having been paid, the Beneficiary shall have the right, but I in of obligated to obtain said insurance on behalf of the Trustor and pay the premium thereon. The amount collected under any fire or other insurance policy may be applied by Beneficiary to any indebtedness secured hereby and in such thereon. The amount collected under any fire or other insurance policy may be applied by Beneficiary to any indebtedness secured hereby and in such therefore a Beneficiary to any indebtedness secured hereby and in such insurance or for any indebtedness secured hereby and in such insurance or for the collection of tiny insurance monies or for any insolvency of any insurer or flustres of such insurance or for the collection of tiny insurance monies or for any insolvency of any insurer or flustres's sale held better details.

To appear in exit defend any attion 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 arbitrory's fees in a reasonable sum, in any such action or proceeding in which Beneficiary to Trustee mily appear, and in any suit brought by Beneficiary to foreclose this deed.

5. To pay at least the days before delinquency all taxes and essenting said property, including assessments on appurtenant water stock; then due all incumments, charges and fiens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs,

6. That, should in stor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and 6. That, should in stor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without make in such manner and to such without reduce to or them and upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such without releasing trustor. Bereficiary or Trustee being authorized to enter upon said property for such purposes; extent as the either may det minecessary to protect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or appear in and defend any action or protecting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay compromise any industry ance, charge or lien which is the judgment of either appears to be prior or superior hereto, and exercising any such powers, pay compromise any industry ance, charge or lien which is the judgment of either appears to be prior or superior hereto, and exercising any such powers, pay compromise any industry ance, charge or lien which is the judgment of either appears to be prior or superior hereto, and exercising any such powers, pay compromise any property for such as a pro

7. To say immediately and without demand all turns so expanded by Baneficiary or Trustee, interest from date of expenditure at the rate provided in said Note; and to pay for any Beneficiary's written statement, respecting the obligation socured hereby, no more than allowed by law at the time such attended by Trustor, his legal representative or excitive agent.

8. Any sward of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and by pard to Bernit tany who may highly or release such money is received by him in the same manner and with the same effect as above provided for discoulan of proceeds of fire or other insurance

. By accepting payment of any sum secured hereby after 44 due date, Beneficiarly does not waive his right either to require prompt payment when left other summed a secured or its declare details for failure so to pay.

titl. Any sale, limit a exchange, observance or incumbrance of said property or any interest of part thereof, or change of occupancy thereof, without the written consent of the Brondowsy herein named, or its successors or assigns, the right to declarate then full or paid balance of said note due and payable.

1/1. At any time in from time to first, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and Notes secured their by, for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby. Tru the imay upon payment of its feest reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement the rect. or join in any extension agriculture or any agreement subordinating the lien or charge hereof.

1.2. That upon written request of Beneficiary, stating that all secured hereby have been paid, and upon surrender of This Deed and the Note or Notes it secured hereby have been paid, and upon surrender of This Deed and the Note or Notes it secured hereby have been paid, and upon surrender of This Deed and the property then held hereunder. The things the proof of the truthfulness thereof. The grantee in such reconveyance may be the relocated in such reconveyance of fact shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be the previous legally entitled thereto." Fixe (5) years after issuance of such full reconveyance. Trustee may destroy said note and the truth of the previous of the previous extra particular.

13. Upon default by Trustor in payment of any indebtedness secured hereby or in partormance of any agreement hereunder. Beneficiary may declare all sums secured here by immediately due and payable by delivery to Truster of written declaration of default and demand for sale and of written notice of the sums secured here by the process of the sums secured here by the sums of the su

The Beriefic lary or his successor in interest shall have the hight to substitute a Trustee or Trustees in the place and stead of the within Trustee or any substituted. This ee by complying with the lawl of the State recorded in providing therefor and upon the recording in the office of the County Recorder any substituted. This ee by complying with the lawl of the State recorded in providing therefor and upon the recording in the office of the duty of any Trustee of successful and substitution. It shall be the duty of any Trustee of successful and substitution in the substitution in the substitution of the Deed and said note for endorsement and upon payment to it of an amount exputit to the artist the flustine would then charge for a Full Reconveyance.

15. This Died isochem to, mureus to the benefit of, and birds at parties hereto, their heirs, tegateds, devisees, administrators, executors, successors tend assected. The tire in Beneficiary that include not only the original Deneficiary hereunder but also any future owner and holder, including pledgees, of the lived assected in the property described here include not only the original Truster hereunder but also any successor in interest to the Trustor and all livery restant contents of the property described herein. In this Dired wherever the content so requires, the masculine gender includes the termine and/or livery and their includer time mental.

The Thiesens has exist this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to the thing and the levels of perding sale under tray care. Dead of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a tarky universe action to the trustor.

## EXHIBIT 'A" LEGAL DESCRIPTION

A tract of land situated in the Southwest one-quarter of the Northeast one-quarter of Section 35, Township 34 South, Range 7 East of the one-quarter of Section 35, Township 34 South, Range 7 East of the Nillamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a 5/8 inch iron rod on the East-West centerline of said Section 35 from which the Eist one-quarter corner of Section 35 bears North 89 degrees 04' 24" East 1980.23 feet; thence North 00 degrees North 89 degrees 04' 24" East 1980.23 feet; thence line to a 5/8 inch 43' 28" West 717.71 feet along an existing fence line to a 5/8 inch iron rod on the high left bank of Sprague River; thence continuing around the high left bank of Sprague River; thence or less, to the thread North 00 degrees 43' 28" Hest, 135 feet, more or less, to the thread of naid Sprague River; thence upstream following the sinuosities of the thread of said Sprague River to a point on the East line of the thread of said Sprague River to a point on the East line of the Southwest one-quarter of the Northeast one-quarter of said Section 35; thence 35; thence South 00 degrees 47' 48" West 1265 feet along said East 35; thence South 00 degrees 47' 48" West 1265 feet along said East 35; thence South 30 degrees 04' 24" West, 696.59 feet to the point of beginning.

EMCEPTING THEREFRON the South 350.00 feet, and also excepting therefrom that portion of the above described parcel lying within the boundaries of the Chiloquin Ridge Road.

Taix Account No. 3407 035A2 05001

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