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RECORDING REQUESTED BY:

93 JAN 27 AM 11 45

Vol. 93 Page 1969

WHEN RECORDED MAIL TO:  
MONEY MARKET FINANCIAL  
900 W. MAIN ST.  
VISALIA, CA. 93291

TITLE ORDER NO.  
LOAN NO. MM 675

RECORDER: INDEX FOR SPECIAL NOTICE  
1396-6175

DEED OF TRUST

This Deed of Trust, made this 7 day of JANUARY, 1993, among the TRUSTOR,  
STEPHEN G. BREWER and IRENE S. BREWER, husband and wife as Joint tenants

(herein "BORROWER")  
DCD INVESTMENTS INC., a California corporation, (herein "TRUSTEE"), and the Beneficiary,  
JOHN ALBERT MALLORY AS TRUSTEE OF THE JOHN ALBERT MALLORY AND PATRICIA GAIL MALLORY, 1976  
TRUST DATED 3-1-76

(herein "LENDER")

GRANT IN TRUST  
BORROWER, in consideration of the indebtedness herein recited and the trust herein created,  
irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale,  
the following described property located in the county of KLAMATH, State of ~~KALIFORNIA~~ OREGON

Lot OL W 02 of the Odell Lake Tract, in the County of Klamath, State of Oregon  
together with those certain improvements situated there on consisting of garage,  
storage, building and propane tank.

THIS DEED OF TRUST IS EXECUTED IN DUPLICATE, EACH OF WHICH IS DEEMED TO BE AN ORIGINAL  
BUT BOTH PARTS TOGETHER CONSTITUTE ONE AND THE SAME INSTRUMENT.

which has the address of LOT OL W 02, KLAMATH OREGON

(herein "PROPERTY ADDRESS"); TOGETHER with all the  
improvements now or hereafter erected on the property, and all easements, rights, appurtenances,  
rents (subject however to the rights and authorities given herein to Lender to collect and apply  
such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and  
water stock, and all fixtures now or hereafter attached to the property, all of which, including  
replacements and additions thereto, shall be deemed to be, and remain a part of the property  
covered by this Deed of Trust; and all of the foregoing, together with said property (or the  
leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "PROPERTY"

THIS DEED OF TRUST IS MADE TO SECURE TO LENDER:

(a) the repayment of the indebtedness evidenced by Borrower's note (herein "NOTE") dated  
JANUARY 7, 1993, in the principal sum of U.S. \$23,500.00

which payment of interest thereon, the payment of all other sums, with interest thereon, advanced  
in accordance herewith to protect the security of this Deed of Trust; the performance of the  
covenants and agreements of Borrower herein contained; and (b) repayment of any future advances,  
with interest thereon, made to the Borrower by Lender pursuant to paragraph 18 hereof (herein  
"FUTURE ADVANCES"); and in addition (c) this Deed of Trust shall provide the same security on  
behalf of the Lender, to cover extensions, modifications, or renewals of the Note at a different  
rate of interest; and the performance of the covenants and agreements of Borrower herein contained

BORROWER covenants that Borrower is lawfully seised of the estate hereby conveyed and has the  
right to grant and convey the Property, that the Property is unencumbered except for encumbrances  
of record, and that Borrower will warrant and defend generally the title to the Property against  
all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS, BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

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1. **PAYMENTS OF PRINCIPAL AND/OR INTEREST,**

Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the Principal of and/or interest on any Future Advances secured by the Deed of Trust.

2. **HAZARD INSURANCE,**

Borrower agrees to provide, maintain and deliver to Lender fire insurance satisfactory and with loss payable to Lender. The amount collected under any fire or other insurance policy may be applied by Lender upon any indebtedness secured hereby and in such order as Lender may determine, or at option of Lender the entire amount so collected or any part hereof may be released to the Borrower. 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. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, Deed of Trust or other security agreement with a lien which has priority over this Deed of Trust. In the event of a loss, Borrower shall give prompt notice to the insurance carrier and Lender, Lender may make proof of loss if not made by Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply their insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

3. **APPLICATION OF PAYMENTS,**

Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first in payment of interest payable on the Note, then to the principal of the note, and then to interest and principal on any Future Advances.

4. **PRIOR MORTGAGES AND DEEDS OF TRUST LIENS,**

Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid, at least 10 days before delinquency, all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any.

5. **PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS**

Borrowers shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and consistent documents.

6. **PROTECTION OF LENDER'S SECURITY,**

If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects Lender's interest in the Property, including but not limited to proceedings by the Lender to obtain relief from stay in any bankruptcy proceeding which would prohibit Lender enforcing its rights under the Deed of Trust then Lender, at Lender's option, may make such appearance, disburse such sums, including reasonable attorney's fees, and take such action as necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Any amounts disbursed by Lender pursuant to this paragraph 6, with interest thereon, at the rate of the note, including but not limited to payments of delinquent taxes and assessments, insurance premiums due, and delinquent amounts owed to prior lien holders, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts as are disbursed by Lender shall be payable, upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable on the Note. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder.

7. **INSPECTIONS,**

Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.



**8. CONDEMNATION,**

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The proceeds of any award or claim for damage, direct or consequential, in conjunction with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, Deed of Trust or other Security agreement with a lien which has priority over this Deed of Trust.

**9. BORROWER NOT RELEASED,**

At any time or from time to time, with liability therefore and without notice upon written request of Lender and presentation of this Deed and said Note for endorsement, and without affecting the personal liability of any kind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, Subject to the provisions of paragraph 14 hereof. All covenants and agreements of Borrower shall be joint and several.

**10. FORBEARANCE BY LENDER NOT A WAIVER,**

Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of/or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

**11. REMEDIES CUMULATIVE,**

All remedies provided in this Deed of Trust are distinct and cumulative to any other or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

**12. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; CO SIGNERS,**

The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 10 hereof. All covenants and agreements of Borrower shall be joint and several.

**13. NOTICE,**

Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower or the Property at the Property Address provided herein, and (b) any notice to Lender shall be given by certified mail to Lender, in care of Lender's Servicing Agent ("AGENT"),

or to such other address as Lender or Agent may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**14. THIS DEED OF TRUST SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA,**

In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not effect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provisions, and to this and the provisions of the Deed of Trust are declared to be severable.

**15. LENDER'S RIGHT TO REQUIRE THE LOAN TO BE PAID OFF IMMEDIATELY,**

If the Borrower shall sell, enter into a contract of sale, lease for a term of more than 6 years (including options to renew), lease with an option to purchase for any term, or transfer all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) or a transfer by device, descent, or by operation of law upon the death of a joint tenant, the Lender may, at its option declare the Note and any other obligations secured by this Deed of Trust, together with accrued interest thereon, immediately due and payable, in full. No waiver of the Lender's right to accelerate shall be effective unless it is in writing. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 13 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 16 hereof.

**16. ASSIGNMENTS OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION,**

As additional security hereunder, and without regard to the adequacy of any security for the indebtedness hereby secured, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property have the right to collect and retain such rents as they become due and payable. Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender in person, by Agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by

Lender or the Receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

17. UPON DEFAULT BY BORROWER IN PAYMENT OF ANY INDEBTEDNESS SECURED HEREBY OR IN PERFORMANCE OF ANY AGREEMENT HEREUNDER. Lender may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of defaults and demand for Trustee shall be entitled to rely upon the correctness of such notice. Lender also shall deposit with Trustee this Deed, said Note and all documents evidencing expenditures secured hereby. After the lapse of such time as then may 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 (but subject to any statutory right of Trustor to direct the order in which said property, if consisting of several lots or parcels, shall be sold), 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 preceeding postponement. Trustee shall deliver to such purchaser its deed conveying the property to be sold but without any covenant or warranty, expressed or implied. The recitals in such deed of any matters or facts shall be conclusion proof of the truthfulness thereof. Any person including Trustor, trustee, or Beneficiary as hereinafter defined, may purchase at such sale. After deducting all cost, 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 rate prescribed in the Note; all other sums then secured thereby; and the remainder, if any, to the person(s) legally entitled thereto.

18. FUTURE ADVANCES,

Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make future advances to Borrower. Such advances with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

19. RECONVEYANCE,

Upon written request of Lender 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 may be described as "the person or persons legally entitled thereto". The Trustee may destroy said Note, this Deed of Trust (and any other document related thereto) upon the first to occur of the following; 5 years after issuance of a full reconveyance; or, recordation of the Note and Deed of Trust in a form or medium which permits their reproduction for 5 years following issuance of a full reconveyance.

20. SUBSTITUTION OF TRUSTEE,

Lender, at Lender's option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein by applicable law.

21. REQUEST FOR NOTICES,

Borrower requests that copies of the Notice of Sale and Notice of Default be sent to Borrower's address which is the Property Address.

22. STATEMENT OF OBLIGATION,

Lender may collect a fee, not to exceed the maximum amount permitted by law, for furnishing the statement of obligations as provided by Section 29 43 of the Civil Code of California.

23. CONSTRUCTION OR HOME IMPROVEMENT LOAN,

If the loan secured by this Deed of Trust is a construction or home improvement loan, Borrower is required to perform according to the terms and conditions of each agreement contained in any building, home improvement or similar agreement between the Borrower and Lender. No funds being held for construction or home improvement may be applied to any payments on the Note.

24. ACCEPTANCE BY LENDER OF A PARTIAL PAYMENT UNDER NOTICE OF DEFAULT,

By accepting partial payment (Payments which do not satisfy a default or delinquency in full) of any sums secured by this Deed of Trust after a Notice of Default has been recorded, or by accepting late performance of any obligation secured by this Deed of Trust, or by adding any payment so made to the loan secured by this Deed of Trust, whether or not such payments are made pursuant to a court order the Lender does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to make any such prompt



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payment or to perform any such act. No exercise of any right or remedy of the Lender or Trustee under this Deed of Trust shall substitute a waiver of any other right or remedy contained in this Deed of Trust or provided by law.

25. HAZARDOUS MATERIALS PROVISION,

At all times, Trustor shall keep the property and the ground water of the property free of Hazardous Materials. "Hazardous Materials" shall include all hazardous or toxic materials, including, without limitation, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601, et seq., the Hazardous Material Transportation Act, 49 U.S.C. Sections 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, et seq; those substances defined as "hazardous waste" in Section 25117 of the California Health & Safety Code or as "hazardous substances" in Section 25316 of the California Health & Safety Code; and those substances and chemicals defined in the regulations adopted and publications promulgated pursuant to said laws.

Upon written request by Beneficiary, Trustor shall thoroughly investigate suspected Hazardous Materials contamination of the property through professional environmental engineers acceptable to Beneficiary and at the cost of Trustor. Trustor shall forthwith remove, repair, clean up, or detoxify any Hazardous Materials from the property or the ground water of the property whether Trustor was responsible for the existence of the Hazardous Materials on or in the property or the ground water of the property.

Trustor shall promptly notify in writing Beneficiary if Trustor knows, suspects, or believes there may be any Hazardous Materials in or around the property, or in the soil, ground water, or soil vapor on or under the property, or that Trustor or the property may be subject to any agency under any law, regulation, or ordinance pertaining to any Hazardous Materials.

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**REQUEST FOR SPECIAL NOTICE OF DEFAULT AND FORECLOSURE  
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

In accordance with Section 2924b of the Civil Code, Request is hereby made by the undersigned Trustor that a copy of any default and a copy of any notice of sale under deed of trust recorded in Book \_\_\_\_\_, page \_\_\_\_\_, Instrument No. \_\_\_\_\_, Official Records of County Recorder of \_\_\_\_\_ County, California, be mailed to the original Trustor

and the original Trustee

and the original Beneficiary, at the address listed below:

MAIL TO:

IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS DEED OF TRUST

Stephen G. Brewer  
BORROWER: STEPHEN G. BREWER

Irene S. Brewer  
BORROWER: IRENE S. BREWER

STATE OF CALIFORNIA )  
COUNTY OF Tulare )

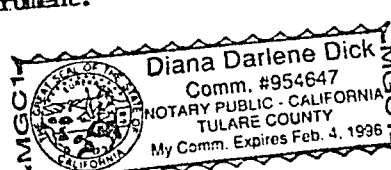
On this 15 day of JANUARY, 1993, before me the undersigned, a Notary Public in and for said State, personally appeared

Stephen G. Brewer and Irene S. Brewer

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS MY HAND AND OFFICIAL SEAL

Diana Darlene Dick  
SIGNATURE



DIANA DARLENE DICK  
NAME (typed or printed)

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**REQUEST FOR FULL RECONVEYANCE**

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated: \_\_\_\_\_

WHEN RECORDED, MAIL TO:

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 27th day  
of Jan. A.D., 19 93 at 11:45 o'clock A M., and duly recorded in Vol. M93,  
of \_\_\_\_\_ of Mortgages on Page 1969.  
By Evelyn Biehn County Clerk

FEE \$35.00