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RECORDS REQUESTED BY
OLD REPUBLIC TITLE COMPANY

JUN 21 1998

GILROY

95123

WHEN RECORDED MAIL TO

BERTON M. WATKINS and
WINNIFRED E. WATKINS

Name

Street

Address

City

State

Zip

9020 11 DORIC COURT
GILROY, CA 95022

UP OR BELOW THIS LINE FOR RECORDER'S USE

Deed of Trust and Assignment of Benefits

This Deed of Trust, made this 13th day of NOVEMBER, 1998, between
NANCY L. BENNISON, an unmarried woman

whose address is 16776 MERIDIAN ROAD, SALINAS, CA 93907, herein called TRUSTOR,
OLD REPUBLIC TITLE COMPANY, a California corporation, herein called TRUSTEE, and
BERTON M. WATKINS and WINNIFRED E. WATKINS, husband and wife, as Joint Tenants

, herein called BENEFICIARY,

Witnesseth: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST,
WITH POWER OF SALE, that property in Klamath County, Oregon
California, described as: Lot 33, Block 32, Klamath Falls Forest Estates Highway 66 Unit,
PLAT NO. 2, IN THE COUNTY OF Klamath, STATE OF OREGON.

THIS DEED IS BEING RECORDED IN DUPLICATE COUNTER-PART AS SECURITY FOR ONE PROMISSORY
NOTE AS DESCRIBED HEREIN, THE COUNTER-PART DEED OF TRUST HAVING BEEN RECORDED IN
THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AGAINST REAL PROPERTY COMMONLY KNOWN
AND REFERRED TO AS 16776 MERIDIAN ROAD, SALINAS, CALIFORNIA AND OWNED BY THE TRUSTOR
NAMED HEREIN.

THIS DEED OF TRUST IS SECOND, JUNIOR, AND
SUBORDINATE TO A DEED OF TRUST RECORDED
CONCURRENTLY HERewith AND IN THE FAVOR
OF San Antonio California, Inc.

In the event the herein described property or any part thereof, or any interest therein is sold, agreed to be sold, conveyed or alienated by the
Trustor, or by the operation of law or otherwise, all obligations secured by this instrument, irrespective of the maturity dates expressed therein,
at the option of the holder hereof and without demand or notice shall immediately become due and payable.
Notwithstanding the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority herein after given to and conferred
upon Beneficiary to collect and apply such rents, issues and profits

For the Purpose of Securing:

1. Performance of each agreement of Trustor herein contained. 2. Payment of the indebtedness evidenced by one promissory note of even date
herewith, and any extension or renewal thereof, in the principal sum of \$25,000.00 executed by Trustor in favor of Beneficiary or
order. 3. Payment of such further sums as the Trustor may be obligated to pay on said property hereafter may borrow from Beneficiary, when evidenced by
another note (or notes) reciting it is so secured.

To Protect the Security of This Deed of Trust, Trustor Agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in
good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor
performed and materials furnished thereon; to comply with all laws affecting said property or requiring any alterations or improvements to be
made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon said property in violation of law; to cultivate,
irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific
enumerations in this deed excluding the general.

- (2) To provide, maintain and defend the security hereof, including the right to sue, with this payable to Beneficiary. The amount collected under any fire or theft insurance policy may be applied to the satisfaction of the debt secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary that there shall be no application of such proceeds to the satisfaction of the debt secured hereby and in such order as Beneficiary may determine. Such application of release shall not cure or waive the defect (if not) of defective title or invalidity of any instrument purporting to affect the security hereof.
 - (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 costs of evidence and attorney's fees, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any case it brought by Beneficiary to foreclose this Deed.
 - (4) To pay, at least ten days before delinquency all taxes and assessments affecting the property, including assessments or appurtenant water stock 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 Beneficiary or Trustee; purchase, contest or compromise any interest, 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 the amount allowed by law in effect at the date hereof regarding the obligation secured hereby any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.
 - (6) That 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 and shall be paid to Beneficiary who may accept or refuse such money received by him in the same manner and with the same effect as above provided for disposition of proceeds of fire or other insurance.
 - (7) That by accepting payment of any sum secured hereby assigns due date, Beneficiary does not waive his right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.
 - (8) That 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 said 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, consist of the making of any map or plat thereon, join in granting any easement thereon, or join in any extension agreement or any agreement subordinating the lien or charge hereof.
 - (9) That 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 recording in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be designated as "the person or persons legally entitled thereto". Five years after issuance of such full reconveyance, Trustee may destroy said note and this Deed (unless directed in such request to retain them).
 - (10) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and take in such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his own name sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any action taken pursuant to such notice.
 - (11) That 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 Trustor 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 filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents and papers secured hereby.
- After the lapse 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, by 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 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 thereof, 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.
- (12) Beneficiary, or any successor in ownership of the indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successor to any Trustee named herein 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 any other notice or assignment from the Trustor, Trustee and Beneficiary hereunder, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

13) That this Deed applies to, inures to the benefit of, and binds all parties herein, their heirs, assigns, executors, administrators, successors, and assigns. The term Beneficiary shall mean the owner and holder, including assignee, of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the pronouns male, female, and or neuter, and the singular number include the plural.

14) That 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 Trustee, Beneficiary or Trustee shall be a party unless brought by Trustee.

The undersigned Trustee requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinafter set forth.

Nancy L. Benson
NANCY L. BENSON

Schuyler J. Winters
SCHUYLER J. WINTERS

STATE OF CALIFORNIA

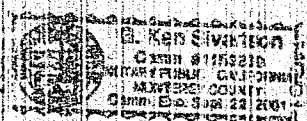
COUNTY OF MONTEREY

On JANUARY 8, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared

NANCY L. BENSON
SCHUYLER J. WINTERS

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/it executed the same in his/her/their authorized capacity(ies), and that he/she/it (the signatory) on the instrument the person(s), or the entity, in belief of which the person(s) acted, executed the instrument.

WITNESSES my hand and official seal this 8th day of JANUARY, 1999.
Signature [Signature]
Name KEO S. SMITH
(Print or printed)



(This area for official notarial seal)

STATE OF OREGON - COUNTY OF CLATSOP

Filed for record at request of Old Republic Title the 21st day of January, A.D., 1999 at 1:43 o'clock P. M., and duly recorded in Vol. 899 of Mortgages on Page 2121

Linda Smith, County Clerk

FEES \$20.00

by Kristen Russ