

2018-000474

Klamath County, Oregon



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01/12/2018 01:05:33 PM

Fee: \$47.00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WHEN RECORDED MAIL TO:
INTERNATIONAL FIDELITY AND INSURANCE AGENCY

P.O. Box 9810
 CALABASAS, CA 91372-9810
 (818) 222 4999

DEED OF TRUST

This Deed of Trust, made this 9th day of January, 20 18
 Between Irma Froehlich

hereinafter called the TRUSTOR, and A-Affordable Bail Bonds LLC of Washington, hereinafter called the TRUSTEE, and Brian Nairn, hereinafter called the BENEFICIARY. **Witnesseth:** That Trustor hereby grants to Trustee, in trust, with power of sale being specifically limited to the purposes herein set forth, and Trustee is specifically precluded from selling, conveying or encumbering the subject real property, except for the benefit of the Beneficiary, as set forth, all that property in the County of Klamath Falls State of Oregon, described as: APN# R446208
Bryant tracts #2 Block 1 lot 2

Commonly known as 4063 Shasta Way Klamath Falls OR 97603

(Number and Street)

(City)

(State)

(Zip)

FOR THE PURPOSE OF SECURING payment to the said Beneficiary in the amount of \$50000.00 plus a nonrefundable fee of 5% of that amount or \$150 transaction fee (whichever is greater) which is due upon the defendant's failure to appear or a violation of the Bail Bond Agreement, plus any fees that may be incurred in the investigation and/or apprehension of defendant by A-Affordable Bail Bonds LLC and Insurance Agency, its agents, affiliates, subsidiaries and reinsurers (hereinafter called "Surety" or "Beneficiary"), and as more fully set forth and described in that certain Bail Bond Agreement, which Agreement is made a part hereof by reference as though herein fully set forth, on account of, growing out of, or resulting in the execution of that certain bail bond on behalf of James Froehlich in the matter of The State of Washington vs. James Froehlich Bail Bond No. _____, and for which amounts and the amount as set forth in the said Bail Bond Agreement, the presents are a security.

IT IS AGREED AND CONDITIONED 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, expenditures or liability has been sustained by the Surety or Beneficiary on account of the aforesaid undertaking; the date or dates and amount or amounts of such loss, damages, expenditures and/or liability; that payment has been demanded of the party or parties on whose behalf the aforesaid undertaking was or is about to be executed; and that such loss, damages, expenditures or determined liability 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 at ten percent per annum from demand to date of payment and attorney's fees.

IT IS FURTHER AGREED THAT, upon 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 and of written notice of default and of election to cause to be sold said Property, which notice Trustee shall cause to be duly filed for record.

IT IS FURTHER AGREED THAT the Property which is the subject matter of this document is not used primarily for agricultural or farming purposes, pursuant to RCW 61.24.030(2).

To protect the security on this Deed of Trust, Trustor covenants and agrees:

1. To keep the Property in good condition and repair; to permit no waste thereof; to complete any building, structure or improvement being built or about to be built thereon; to restore promptly any building, structure or improvement thereon which may

be damaged or destroyed; and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property.

2. To pay before delinquent all lawful taxes and assessments upon the Property; to keep the Property free and clear of all other charges, liens or encumbrances impairing the security of this Deed of Trust. 3. To keep all buildings now or hereafter erected on the Property described herein continuously insured against loss by fire or other hazards in an amount not less than the total debt secured by this Deed of Trust.

4. To 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 title search and attorney's fees in a reasonable amount, in any such action or proceeding, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. To pay all costs, fees and expenses in connection with this Deed of Trust, including the expenses of the Trustee incurred in enforcing the obligation secured hereby and Trustee's and attorney's fees actually incurred, as provided by statute.

6. Should Trustor fail to pay when due any taxes, assessments, insurance premiums, liens, encumbrances or other charges against the Property hereinabove described, Beneficiary may pay the same, and the amount so paid, with interest at the legal rate, shall be added to and become a part of the debt secured by this Deed of Trust.

IT IS MUTUALLY AGREED THAT:

1. In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award or such portion as may be necessary to fully satisfy the obligation secured hereby, shall be paid to Beneficiary to be applied to said obligation.

2. By accepting payment of any sum secured hereby, Beneficiary does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

3. The Trustee shall reconvey all or any part of the Property covered by this Deed of Trust to the person entitled thereto, upon written request of the Trustor and the Beneficiary, or upon satisfaction of the obligation secured and with written request for reconveyance made by the Beneficiary or the person entitled thereto.

4. Trustee shall deliver to the purchaser at the sale its deed, without warranty, which shall convey to the purchaser the interest in the Property which Trustor had or had the power to convey at the time of his execution of this Deed of Trust, and such as he may have acquired thereafter. Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Deed of Trust, which recital shall be prima facie evidence of such compliance and conclusive evidence thereof in favor of a bona fide purchaser and encumbrancers for value.

5. Assignment of Rents. That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of this trust, to collect the rents, issues and profits of the Property, reserving unto the Trustor the right, prior to any default by Trustor of any obligations secured hereby or in performance of any agreement hereunder, and upon the inability of Trustor to collect or arrange for collection of such rents, to collect and retain 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 obligations hereby secured, enter upon and take possession of the Property or any part thereof, in his own name, sue for or otherwise collect 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 obligations secured hereby, and in such order as the Beneficiary may determine. The entering upon and taking possession of this Property, the collection of such rents, issues and profits and the application thereof as previously stated, shall not cure or waive any default hereunder or invalidate any act done pursuant to such notice.

6. Beneficiary, or any successor in ownership of the obligations 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 alone 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. 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.

7. That this Deed applies to inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "beneficiary" shall mean the owner and holder, including pledges, of the Indemnity Agreement secured hereby, whether or not named as beneficiary herein.

Irma Froehlich 4063 Shasta Way
Trustor Signature Trustor Address

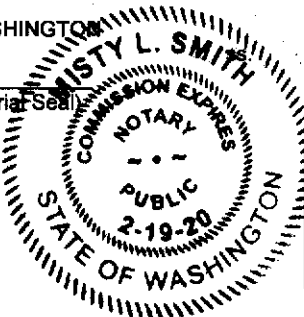
Trustor Signature Trustor Address

Trustor Signature Trustor Address

STATE OF WASHINGTON

County of _____

(Notarial Seal)



On January 9th, 2018, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Irma Froehlich, known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that she executed the same. WITNESS my hand and official seal.

[Signature]
Notary Public in and for said County and State