

2018-006876

Klamath County, Oregon



00223458201800068760040043

06/07/2018 09:01:11 AM

Fee: \$97.00

RECORDING REQUESTED BY:

HOLLY BAIL BONDS, INC

AND WHEN RECORDED, MAIL TO:

HOLLY BAIL BONDS, INC
1737 PLACER STREET
REDDING, CA. 96001

Holly Bail Bonds, Inc.

Bail Bond License #1844411
1737 Placer Street
Redding, CA 96001
Ph: 241-1516 Fx: 241-0107

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DEED OF TRUST

This Deed of Trust, is made this 17th day of MAY 2018, by:

JINNIE JOYCE MOORE

("TRUSTOR"),

whose

address is: 613 SOUTH PARK AVE
(Number and Street)

CHILOQUIN
(City)

OR
(State)

97624
(Zip)

to HOLLY BAIL BOND, INC ("TRUSTEE") for the benefit of American Contractors Indemnity Company ("BENEFICIARY"), whose address is: 157 Main St. / P.O. Box 806, Greenville, PA 16125, Trustor irrevocably grant and conveys to Trustee, in Trust, with power of sale, all Trustor's right, title and interest now owned or later acquired in the following described property located in the County of KLAMATH, State of OREGON:

SEE BARGAIN AND SALE DEED ATTACHED HERETO AND MADE A PART HEREOF

COMMONLY KNOWN AS: 613 SOUTH PARK AVE CHILOQUIN, OR 97624

Together with all the tenements, hereditaments and appurtenances now or hereafter thereunto belonging or in any way appertaining, and the rents, issues and profits thereof and herein referred to as the **PROPERTY**.

This deed is for the purpose of securing performance of each agreement of Trustor herein contained, and securing payment to the said Beneficiary of the monies due to it and of all losses, damages, expenditures and liability suffered, sustained, made or incurred by it (and as more fully set forth in that certain bail bond and/or indemnity agreement(s), which agreement(s) is 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 or bonds on behalf of:

DEVON MALOY OLEACHEA-MOORE

Bond

No.:

B1H-4551883 & B6-4020089

, in the matter of

v.

AND FOR

WHICH AMOUNTS and the matters set forth in this bail bond and/or indemnity agreement, these present are security.

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 building 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. All policies shall be held by the Beneficiary, and be in such companies as the Beneficiary may approve and have loss payable first to the Beneficiary, as its interest may appear, and then to the Trustor. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in such order as the Beneficiary shall determine. Such application by the Beneficiary shall not cause discontinuance of any proceedings to foreclose this Deed of Trust. In the event of foreclosure, all rights of the Trustor in insurance policies then in force shall pass to the purchaser at the foreclosure sale.
4. To defend any action or proceeding purporting to affect the security hereof of the rights or powers on 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 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 to be 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. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement contained herein, all sums secured hereby shall immediately become due and payable at the option of the Beneficiary. In such event and upon written request by Beneficiary, Trustee shall sell the trust property at public auction to the highest bidder. Any person except Trustee may bid at Trustee's sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of the sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this Deed of Trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto.
5. 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 encumbrances for value.
6. Absolute 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, 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.
7. 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.
8. That this Deed applies to, insures 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.

Jinnie Joyce Moore
Signature of Trustor
JINNIE JOYCE MOORE
Print name of Trustor

Signature of Trustor

Print name of Trustor

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of: OREGON
County of: Klamath

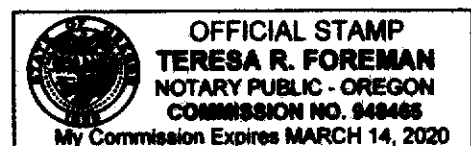
On May 31, 2018 before me, TERESA R Foreman (here insert name and title of the officer) Personally appeared Jinnie Joyce Moore, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Teresa R Foreman*

(Seal)



13704

MC 606-1144

BARGAIN AND SALE DEED

Vol. 1496 Page 4739

KNOW ALL MEN BY THESE PRESENTS, That BENEFICIAL OREGON INC., DBA BENEFICIAL MORTGAGE CO.,

hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto DONALD W. MOORE AND GINNIE J. MOORE hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

LOT 16, BLOCK 11, CHILOQUIN DRIVE ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ CONTRACT FULFILLMENT. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 2ND day of FEBRUARY, 1996, if a corporate grantor, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

Jerry M. Baug, President
Jean A. Luttringer, Vice President

STATE OF OREGON, County of _____ ss.

This instrument was acknowledged before me on _____, 19____,

by _____, 19____,

by _____,

as _____,

of _____,

Notary Public for Oregon

My commission expires _____

Grantor's Name and Address
Grantor's Name and Address
After recording return to (Name, Address, Zip): Donald W. + Ginnie J. Moore P.O. Box 202 Chiloquin, OR 97624
Mail requested otherwise send all but statements to (Name, Address, Zip):

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of _____ ss.
I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____ Record of Deeds or said County.
Witness my hand and seal of County affixed.

NAME _____ TITLE _____
By _____ Deputy

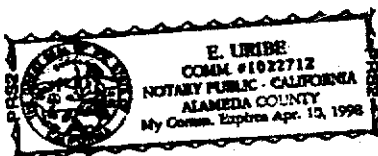
TOTAL P.81

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of CaliforniaCounty of AlamedaOn February 12, 1996 before me, E. Uribe, Notary Public
Name and Title of Officer (e.g., "Jane Doe, Notary Public")personally appeared LeRoy M. Haug and Jean A. Luttringer
Name(s) of Signer(s)

☒ 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.


E. Uribe
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bargain and Sale DeedDocument Date: February 2, 1996 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: LeRoy M. Haug

- ☐ Individual
☒ Corporate Officer
 Title(s): Vice President
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

 RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb here
Signer's Name: Jean A. Luttringer

- ☐ Individual
☒ Corporate Officer
 Title(s): Vice President
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

 RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb here

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Company the 21st day
 of February A.D., 19 96 at 3:06 o'clock P. M., and duly recorded in Vol. M96
 of Deeds on Page 4799
 By Bernetha G. Leisch, County Clerk

FEE \$35.00