

2022-002949

Klamath County, Oregon



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03/09/2022 10:29:25 AM

Fee: \$107.00

RECORDING REQUESTED BY:

All Day All Night Bail Bonds
PO Box 7692
Loveland, CO 80537

AFTER RECORDING RETURN TO:

Bankers Insurance Company
11101 Roosevelt Blvd N.
St. Petersburg, FL 33716

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TRUST DEED

THIS TRUST DEED ("this Trust Deed"), made on the 8th day of February, 2022, between Mary K. Mansell whose address is 505 S. 8th Street Klamath Falls, OR 97601 (individually, collectively, jointly, and severally, "**Grantor**"), All Day All Night Bail Bonds ("**Trustee**"), whose address is PO Box 7692 Loveland, CO 80537 and **Bankers Insurance Company**, whose address is 11101 Roosevelt Blvd. N., St. Petersburg, FL 33716 ("**Beneficiary**").

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath Falls, Oregon, described as:

Northwest half of Lots 6,7,8 and 9 of Block 2, HOLLISTER ADDITION to the city of Klamath Falls according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

together with all and singular the tenements, hereditaments, and appurtenances and all other rights belonging or in any way now or after appertaining, and the rents, issues, and profits and all fixtures used in connection with the property (collectively, "**Property**").

This Trust Deed is for the purpose of securing performance of each agreement of Grantor herein contained and securing payment to Beneficiary of (a) all monies due to Beneficiary pursuant to the Bail Bond Application and Agreement and the Indemnitor Application and Agreement, executed and delivered by Grantor on or about the date of this Trust Deed (individually or collectively, the "**Agreements**"), (b) all losses, damages, attorneys' fees, investigation fees, forfeitures, judgments, court assessments, and liabilities suffered, sustained, or incurred by Beneficiary arising out of or relating to one or more bail bonds posted on behalf of defendant Royce M. Bruggeman in the amount of \$ 175,000.00 in the case of State of Oregon v. Royce M. Bruggeman ("**Action**"), Power Number(s) (if known) 520022921, 515025873 & 562681256, and (c) on account of or related to the execution of any other bail bond executed or posted by or for Beneficiary in connection with or related to the Action or Agreements (all of the foregoing items described in clauses (a) through (c) above sometimes referred to collectively in this Trust Deed as the "**Obligations**").

If the Property, or any interest therein, is sold, agreed to be sold, conveyed, assigned, or alienated by Grantor without first having obtained the written consent or approval of Beneficiary, then at Beneficiary's option, all Obligations secured by this Trust Deed shall become immediately due and payable.

To protect the security of this Trust Deed, Grantor agrees:

1. To protect, preserve, and maintain the Property in good condition and repair; not to remove or demolish any building or improvement; and not to commit or permit any waste of the Property.
2. To complete or restore promptly and in good and habitable conditions any building or improvement that now exists or may be constructed, and that is damaged or destroyed, and pay when due all costs incurred.
3. To comply with all laws, ordinances, regulations, covenants, conditions, and restrictions affecting the Property; if the Beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as Beneficiary may require and to pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by Beneficiary.
4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the Property against loss or damage by fire and such other hazards as Beneficiary may from time to time require, in an amount not less than the full insurable value, written in companies acceptable to Beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to Beneficiary as soon as insured; if Grantor shall fail for any reason to procure any such insurance and to deliver the policies to Beneficiary at least 15 days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, Beneficiary may procure the same at Grantor's expense. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any Obligations secured and in such order as Beneficiary may determine, or at the option of Beneficiary the entire amount so collected, or any part, may be released to Grantor. Such application or release shall not cure or waive any default or notice of default or invalidate any act done pursuant to such notice.
5. To keep the Property free from construction liens and to pay all taxes, assessments and other charges assessed upon or against the Property before any part of such taxes, assessments and other charges become past due or delinquent and promptly delivered receipts to beneficiary; should Grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by Grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment, and the amount so paid, with interest at the rate set forth in the note secured, together with the obligations described in paragraphs 6 and 7 of this Trust Deed, shall be added to and become a part of the debt secured by this Trust Deed, without waiver of any rights arising from breach of any of the covenants and for such payments, with interest as aforesaid, the Property, as well as Grantor, shall be bound to the same extent that they are bound for the payment of the obligation described, and all such payments shall be immediately due and payable without notice, and the nonpayable shall, at the option of the beneficiary, render all sums secured by this Trust Deed immediately due and payable and constitute a breach of this Trust Deed.

6. To pay all costs, fees, and expenses of this Trust Deed, including the cost of title search as well as other costs and expenses of Trustee incurred in connection with or in enforcing this obligation and Trustee's fees and attorneys' fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of Beneficiary or Trustee; and in any suit, action, or proceeding in which Beneficiary or Trustee may appear, including any suit for the foreclosure of this Trust Deed, to pay all costs and expenses, including evidence of title and Beneficiary's or Trustee's attorneys' fees; the amount of attorneys' fees mentioned in this paragraph in all cases shall be fixed by the trial court and in the event of any appeal from any judgment or decree of the trial court, Grantor shall pay such sum as the appellate court shall adjudge reasonable as Beneficiary's or Trustee's attorneys' fees on such appeal.

8. If all or any part of the Property shall be taken under the right of eminent domain or condemnation, Beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking that are in excess of the amount required to pay all reasonable costs, expenses, and attorneys' fees necessarily paid by Grantor in such proceedings, shall be paid to Beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appellate courts, necessarily paid or incurred by Beneficiary in such proceedings, and the balance applied upon the Obligations secured; and Grantor agrees, at its own expense, to take such actions and execute and deliver such instruments as shall be necessary in obtaining such compensation, promptly upon Beneficiary's written request.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed, without affecting the liability of any person for the payment of the Obligations, Trustee may (a) consent to the making of any map or plat of the Property; (b) join in granting any easement or creating any restriction; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge; or (d) reconvey, without warranty, all or any part of the Property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto," and the recitals of any matters or facts shall be conclusive proof of their truthfulness.

10. Upon any default by Grantor, Beneficiary may at any time by receiver to be appointed by a court, and without regard to the adequacy of any security for the Obligations secured, enter upon and take possession of the Property or any part, in its own name sue 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 attorneys' fees upon any Obligations secured, and in such order as Beneficiary may determine.

11. The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies or compensation or awards for any taking or damage of the Property, and the application or release, shall not cure or waive any default or invalidate any act done pursuant to such notice.

12. Upon default by Grantor in payment of any Obligations secured or in Grantor's performance of any agreement, time being of the essence with respect to such payment and/or performance, Beneficiary may declare all sums secured immediately due and payable. In such an event Beneficiary may elect to proceed to foreclose this Trust Deed in equity as a mortgage or direct Trustee to foreclose this Trust Deed by advertisement and sale, or may direct Trustee to pursue any other right or remedy, either at law or in equity, that Beneficiary may have. If

Beneficiary elects to foreclose by advertisement and sale, Beneficiary or Trustee shall execute and cause to be recorded a written notice of default and election to sell the Property to satisfy the obligation secured and Trustee shall fix the time and place of sale, give notice as then required by law and proceed to foreclose this Trust Deed in the manner provided by law.

13. After Trustee has commenced foreclosure by advertisement and sale, and at any time prior to the time provided by law before the date Trustee conducts the sale, Grantor or any other person so privileged, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by this Trust Deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or Trust Deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to Beneficiary all costs and expenses actually incurred in enforcing the obligation of this Trust Deed together with Trustee's and attorneys' fees not exceeding the amounts provided by law.

14. The sale shall be held on the date and at the time and place designated in the notice of sale or the time to which the sale may be postponed as provided by law. Trustee may sell the Property either in one parcel or in separate parcels, and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of their truthfulness. Any person, excluding Trustee, but including Grantor and Beneficiary, may purchase at the sale.

15. When Trustee sells pursuant to the powers provided, Trustee shall apply the proceeds of sale to payment of (a) the expenses of sale, including the compensation of Trustee and a reasonable charge by Trustee's attorney, (b) to the Obligations secured by this Trust Deed, (c) to all persons having recorded liens subsequent to the interest of Trustee in this Trust Deed as their interests may appear in the order of their priority and (d) the surplus, if any, to Grantor or to any successor in interest entitled to such surplus.

16. Beneficiary may from time to time appoint a successor or successors to any Trustee named or to any successor trustee appointed. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, powers, and duties conferred upon any trustee named or appointed. Each such appointment and substitution shall be made by written instrument executed by Beneficiary, that, when recorded in the records of the county or counties in which the Property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party of pending sale under any other deed of trust or of any action proceeding in which Grantor, Beneficiary, or Trustee shall be a party unless such action or proceeding is brought by Trustee.

18. Grantor covenants and agrees to and with Beneficiary and Beneficiary's successor in interest that Grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title, excepting and subject to matters appearing of record as of the date hereof, and that Grantor will warrant and forever defend the same against all persons.

19. This Trust Deed applies to, inures to the benefit of and binds all parties, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term "Beneficiary" means the holder and owner, including pledges, of the Obligations secured, whether or not named as a beneficiary.

20. In construing this Trust Deed, Grantor or Beneficiary may be more than one person; that if the context so requires, the singular shall be taken to mean and include that plural, and that generally all grammatical changes shall be made, assumed and implied to make the provisions apply equally to entities and to individuals.

21. Grantor assigns to Beneficiary all of the rents, issues, and profits of the Property. So long as there is no default by Grantor in the performance or observance of any Obligations secured by this Trust Deed, Grantor shall have the right to collect the rents, issues, and profits, but no more than one month in advance. This paragraph constitutes an absolute and present assignment of the rents, issues, and profits of the Property, subject, however, to a conditional license given to Grantor to collect and use same to the extent provided above.

Note: The Trust Deed Act provides that Trustee must be either an attorney, who is an active member of the Oregon State Bar, a bank, a trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under state law.

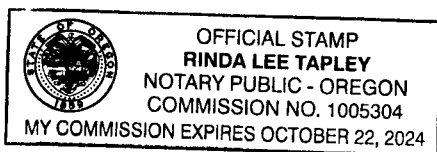
WARNING

Unless you provide us with evidence of the insurance coverage as required by our Agreements, we may purchase insurance at your expense to protect our interest. This insurance may, but need not, also protect your interest. If the collateral becomes damaged, the coverage we purchase may not pay any claim you make or any claim made against you. You may later cancel this coverage by providing evidence that you have obtained property coverage elsewhere.

You are responsible for the cost of any insurance purchased by us. The cost of this insurance may be added to your contract or loan balance. If the cost is added to your contract or loan balance, the interest rate shall be 10% per annum (but in no event higher than the highest rate allowed by law) and will be added to this amount. The effective date of coverage may be the date your prior coverage lapsed or the date you failed to provide proof of coverage.

The coverage we purchase may be considerably more expensive than insurance you can obtain on your own and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

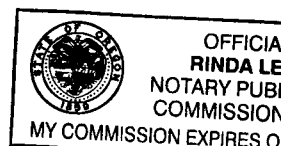
DATED: Feb 8, 2022



Mary K Mansell
Grantor

Grantor

[if Grantor is married, husband and wife must sign]



STATE OF OREGON
COUNTY OF Clatsop

This instrument was acknowledged before me on 2-8, 20 22 by
Mary K Mansell as Trustee
Mary K Mansell Trust of

Rinda Lee Tapley
Notary Public – State of Oregon

