

99228

## TRUST DEED

99228 TRUST DEED

THIS TRUST DEED, made this 5th day of April, 1989, between  
WALTON J. DU PONT, as Trustee, and

WALTON J. DU PONT  
as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY

PATRICIA JONAH  
as Beneficiary,

WITNESSETH:

as Beneficiary,

WITNESSETH:

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

SIXTH ADDITION TO KLAMATH RIVER ACRES, according to \_\_\_\_\_ the Clerk of Klamath

Grantor irrevocably grants, bargains, sells, conveys and confirms, together with all rights and interests therein, unto the undersigned, in and to the above described County, Oregon, described as:

Lot 35 in Block 38 of TRACT NO. 1084, SIXTH ADDITION TO KLAMATH RIVER ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Klamath County Tax Account #3907-024D0-01700.

Klamath County Tax Account #3907-024D0-01700.

**\*\*In the event the Grantor would like to assign their interests in this Trust Deed, he must obtain the written consent of the Beneficiary. The Beneficiary's consent cannot be unreasonably withheld if prospective Buyer is proven creditworthy.**

and appurtenances and all other rights thereunto belonging or in anywise connected herewith, or hereafter attached to or used in connection with the above described property.

must obtain the written consent of the Seller, and the Seller shall not be unreasonably withheld if prospective Buyer is proven to be qualified to purchase the property.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the City of New York, New York, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**THE PURPOSE OF SECURING PERFORMANCE OF EACH AGREEMENT OF GRANTOR HEREIN CONTAINED AND PAYMENT OF THE**  
\_\_\_\_\_ DOLLARS OF THE SUM OF \_\_\_\_\_ DOLLARS AND NO/100 \_\_\_\_\_  
\_\_\_\_\_ hereof, according to the terms of a promissory note made by \_\_\_\_\_ hereof, in

FOR THE PURPOSE OF SECURING PERFORMANCE OF each agreement, the sum of FOURTEEN THOUSAND FIVE HUNDRED AND NO/100 Dollars, with interest thereon according to the terms of a promissory note made by grantor, the final payment of principal and interest hereof, it

sum of FOURTEEN \_\_\_\_\_, 19\_\_\_\_, the final payment  
note of even date herewith, payable to beneficiary or order and made by grantor, the final payment  
per terms of Note \_\_\_\_\_, 19\_\_\_\_, on which the final installment of said note  
not sooner paid, to be due and payable \_\_\_\_\_  
at maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note

[illegible]

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; permit any waste of said property.

and in good and workmanlike condition, and not damaged or

[illegible][illegible]

4. To provide and continuously maintain insurance on the building now or hereafter erected on the said premises against loss or damage by fire and such other hazards as the beneficiary may from time to time require, in and to the sum of not less than \$ 100,000.00 with loss payable to the latter; a copy of the policy of insurance shall be furnished to the beneficiary.

[illegible]

5. To keep said premises free from construction liens and to pay taxes, assessments and other charges that may be levied or assessed upon said premises, the undersigned hereby irrevocably and exclusively assigns, transfers, conveys, releases, discharges, acquits, waives, cures and agrees to defend, defend and indemnify the undersigned, its heirs, assigns, executors, administrators, legal representatives, successors and assigns from and against all such taxes, assessments and other charges that may be levied or assessed upon said premises, and to pay the same, and to execute and record all such instruments as may be required to carry out the foregoing obligations of the undersigned, its heirs, assigns, executors, administrators, legal representatives, successors and assigns.

[illegible]

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the trustee in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred, in and defend any action or proceeding purporting to affect the interest of the beneficiary or trustee; and in any

[illegible][illegible]

(a) consent to the making of any map or plat of said property;

granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this deed or the property. The grantee in this deed, without warranty, all or any part of the property, the person or persons thereof; (d) reconvey, and any deed or deed of reconveyance, or any matters or facts shall be conclusively proof of the truthfulness of the foregoing recitals. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$5.

legally entitled thereto, the truthfulness thereof. Not less than \$5.  
be conclusive proof in this paragraph shall be not less than \$5.  
services mentioned in this paragraph shall be not less than \$5.  
10. Upon any default by grantor hereunder, beneficiary may at any  
time without notice, either in person, by agent or by a receiver to be ap-  
pointed by a court, and without regard to the adequacy of said prop-  
erty, the indebtedness hereby secured, enter upon and take possession of said prop-  
erty and the indebtedness hereby secured, enter upon and take possession of said prop-  
erty or any part thereof, in its own name sue or otherwise collect the same,  
issues and profits, including those past due and unpaid, and apply the same,  
less costs and expenses of operation and collection, including reasonable attor-  
ney's fees upon any indebtedness secured hereby, and in such order as bene-  
ficiary may determine.  
11. The entering upon and taking, or the proceeds of sale and other  
collection of such rents, issues and profits, or any taking or damage of the  
insurance policies or compensation or rewards for any taking or damage of the  
property, and the application or release thereof as aforesaid, shall not cure or  
waive any default or notice of default hereunder or invalidate any act done  
pursuant to such notice.

[illegible][illegible][illegible][illegible]

16. Beneficiary may from time to time appoint a successor or any trustee named herein or to any successor trustee appointed by him or her, and without conveyance to the beneficiary, the trustee shall be vested with all the powers and duties of the trustee, the latter shall be hereunder. Each such appointment of a trustee herein named or appointed by a written instrument executed by the beneficiary and recorded in the mortgage 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 deed, duly executed and acknowledged is made a public record as provided by law. Trustee is obligated to notify any party hereto of pending sale under any other trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trust.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, 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 ORS 696.505 to 696.585.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto except Judgment recorded December 3, 1984, in Volume M84, page 20249, Microfilm Records of Klamath County, Oregon, in favor of Balboa Collection Service, Inc., as Creditor

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)\* primarily for grantor's personal, family or household purposes (see Important Notice below).

IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written.

WALTON J. DU PONT

STATE OF OREGON

County of Klamath

This instrument was acknowledged before me on  
April 19, 1989, by

WALTON, J. DU PONT

(SEAL)

My commission expires: 11/16/91

STATE OF OREGON.

County of \_\_\_\_\_

This instrument was acknowledged before me on  
19        by

**as**

*of*

**Notary Public for Oregon**

*My commission expires:*

(SEAL)

## REQUEST FOR FULL RECONVEYANCE

To be used only when obligations have been paid.

TO: \_\_\_\_\_, Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to \_\_\_\_\_

DATED: \_\_\_\_\_, 19\_\_\_\_

.....  
*Beneficiary*

## TRUST DEED

(FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE

WALTON J. DU PONT

P.O. Box 242

Merrill, OR 97633

Grantor

PATRICIA JONAH

73800 Cedar Grove

Clatskanie, OR 97016

Beneficiary

AFTER RECORDING RETURN TO  
MOUNTAIN TITLE COMPANY OF  
KLAMATH COUNTY

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON.

County of .....Klamath..... } ss.

I certify that the within instrument was received for record on the 19th day of April, 1989, at 3:23 o'clock P.M., and recorded in book/reel/volume No. M89 on page 6629 or as fee/file/instrument/microfilm/reception No. 99228, Record of Mortgages of said County.

Witness my hand and seal of  
County affixed.

Evelyn Biehn, County Clerk

By Pauline M. Lincoln Deputy

Fee \$13.00