

September

19.90, between

Walton DuPont
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:

Klamath _____

SIXTH ADDITION TO KLAMATH RIVER ACRES, according to _____ of Klamath _____

Grantor irrevocably grants, bargains, sells and conveys unto the County of Klamath, 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. TOGETHER WITH a 1972 VANTA Mobile Home, license #X62857.

Tax Account No: 3907 024D0 01700

being recorded second and junior

This Trust Deed is an All-Inclusive Trust Deed and is being recorded second and junior to a First Trust Deed in favor of Patricia Jonah.

See Exhibit "A" attached hereto and by this reference made a part hereof.

No trees are to be cut until this Trust Deed has been paid in full, or seller gives written permission, as well as all interested parties 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.

PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

FOR THE PURPOSE OF SECURING PERFORMANCE OF THE OBLIGATIONS OF THE CONTRACT, the sum of TWENTY FIVE THOUSAND AND NO/100 Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if due on or before September 21, IX 2005, on which the final installment of said note is due, is hereby sold, agreed to be paid, and the same is hereby assigned to the undersigned, who shall receive the same as payment of the debt.

(\$25,000.00) ----- note of even date herewith, payable to beneficiary or order and made by grantor, September 21, 2005, on which the final installment of said note not sooner paid, to be due and payable by this instrument is the date, stated above, on any interest therein is sold, agreed to be The date of maturity of the debt secured by this instrument is the date, stated above, on any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable.

In witness whereof, at this court deed, grantor agrees:

granting any easement or creating any restriction thereon; (c) join in any

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; and not to commit or permit any waste of said property.
2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due the costs incurred therefor.
3. To comply with all said property; if the beneficiary or Uniform Commercial Code financing statements pursuant to for filing same in the 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 the beneficiary.
4. To promptly and continuously maintain insurance on the buildings and improvements thereon against fire, theft or damage by fire.

[illegible][illegible]

in connection with or as a result of such action or proceeding, purporting to affect the security rights or powers of beneficiary or trustee; and in any judgment of attorney's fees mentioned in the foregoing paragraph 7 in all cases shall be paid by the grantor, trustee or the beneficiary or trustee's attorney's fees; the amount of attorney's fees mentioned in the foregoing paragraph 7 in all cases shall be fixed by the trial court, grantor or trustee agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of said 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 amount required for such taking, which are in excess of the amount necessarily paid or expended for reasonable costs, expenses and attorney's fees, shall be paid to beneficiary and to pay any grantor in such proceedings, shall be paid to beneficiary and to be applied by it first upon any reassessments, costs and expenses and attorney's fees incurred by it first upon any reassessments, costs and expenses and attorney's fees incurred by it in the trial and appellate courts, necessarily paid or incurred by beneficiary in such proceedings and the balance applied upon any indebtedness incurred by it and grantor agrees, at its own expense, to take such actions as may be necessary to secure such instruments as shall be necessary in obtaining such actions, promptly upon beneficiary's request, (9) time upon written request of beneficiary.

9. At any time and from time to time upon written request of the beneficiary, payment of its fees and presentation of this deed and the note for endorsement (in case of full reconveyances, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in

granting any easement or creating any restriction affecting this deed or the property. The subordination or other agreement without warranty, all or any part of the property. The thereof; (d) recovery of any amount payable by the person or persons who grant or agree to grant any interest in the property, whether such interest shall be legal or equitable, entitled thereto; and the recitals herein of any matters or facts shall constitute conclusive proof of the truthfulness thereof. Trustee's fees for any of the 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 without regard to the adequacy of the security pointed by a court, or with regard to the adequacy of said property, and in any event, if secured, enter upon and take possession of said property, and in any part thereof, in its own name, due and unpaid, and apply the proceeds of the sale of said property to the satisfaction of the claims of attorneys and parties, including litigation and collection, including reasonable costs and expenses, and indebtedness secured hereby, and in such order as beneficiary's legal counsel may determine.

11. The entering upon and taking possession of said 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 thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, the beneficiary may exercise with respect to such payment and/or performance, and payable. In such an event the beneficiary at his election may proceed to foreclose this trust deed by advertisement and cause to be recorded his written notice of default and his election to sell the said described real property to satisfy the obligation secured hereby whereupon the trustee shall fix the time and place of sale, give notice thereof as then required by law and proceed to foreclose this trust deed.

[illegible][illegible][illegible]

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

which, when recorded in this deed, shall be conclusive proof of propriety,
which the property is situated, shall be conclusive proof of propriety,
of the successor 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 grantor, beneficiary or trustee
shall be a party unless such action or proceeding is brought by trustee.

_____ bank trust company

NOTE: The Trust Deed Association 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 the United States or the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585, or property of this state, its subsidiaries, affiliates, agents or branches, the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of the United States or 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 Trust Deed dated April 5, 1989, recorded April 19, 1989 in Vol. M89, page 6629, microfilm records of Klamath County, Oregon, wherein Patricia Jonah is the Beneficiary. Also Abstract judgment recorded December 3, 1984 in Vol. M84 page 20249. The above Grantor DOES NOT agree and that he will warrant and forever defend the same against all persons whomsoever.

*** agree to assume and to pay the above Trust Deed or Judgment.

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),
(b) ~~for the purpose of securing a loan from a lender who is not a member of the Federal Reserve System~~

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

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

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; If warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice.

Paul J. Breedlove

Paul J. Breedlove

STATE OF OREGON, County of Klamath) ss.

This instrument was acknowledged before me on September 21, 1990,

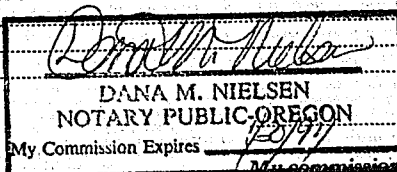
by Paul J. Breedlove

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

by _____

as _____

of _____



Notary Public for Oregon

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

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

TRUST DEED

(FORM No. 881)

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

Paul J. Breedlove
15702 Black Bear
Keno, OR 97627
Grantor
Walton DuPont
P.O. 242
Merrill, OR 97633
Beneficiary

AFTER RECORDING RETURN TO
Mountain Title Company
(coll. escrow dept.)
507-125

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON, } ss.
County of _____

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 Mortgages of said County.
Witness my hand and seal of County affixed.

NAME

TITLE

By _____ Deputy

EXHIBIT "A"

This Trust Deed is an "AllInclusive Trust Deed" and is second and subordinate to the Trust Deed now of record dated April 4, 1989, and recorded April 19, 1989 in Vol. M89, at page 6629, microfilm records of Klamath County, Oregon, in favor of Patricia Jonah, as Beneficiary, which secured the payment of a note therein mentioned.

Walton-DuPont, beneficiary herein agree to pay, when due, all payments due upon the said note in favor of Patricia Jonah and will save the grantors herein, Paul J. Breedlove harmless therefrom.

Should the said Beneficiary herein default in making any payments due upon said prior note and Trust Deed, Grantor herein may make said delinquent payments and any sums so paid by Grantor herein shall then be credited upon the sums next to become due upon the note secured by this Trust Deed

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 21st day
of Sept. A.D., 19 90 at 11:20 o'clock A.M., and duly recorded in Vol. M90,
of Mortgages on Page 19024.
Evelyn Biehn County Clerk
By Pauline Miller

FEE \$18.00