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## 38-21103 FIRST STATE BANK OF OREGON Vol. Sd Page

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DEED OF TRUST



# (c). If Grantor desires to carry a package plan of insurance that includes coverage in addition to that required under this Deco, Beneficiary and administer a reserve for that over the back beneficiary may at its option establish and administer a reserve for that purpose. In such and the premium attributable to the required insurance overage shall be quoted separately, and Beneficiary may permit Grantor to furnish a certificate of insurance rather than deposit the policy as required in Paragraph 4(b). If at any time Beneficiary holds an insufficient amount in the insurance reserve to cover the premium for the entire package policy. Beneficiary may, at its discretion, pay only that portion of the premium attributable to the required insurance coverage. Beneficiary may, from time to time, establish reasonable service charges for collection and disbursement of premiums on package plan insurance.

#### 6. EXPENDITURES BY BENEFICIARY.

If Grantor shall fail to comply with any provision of this Deed, Beneficiary may at its option take the required action and any amount that it expends in so doing shall be added to the Indextedness. Amounts so added shall be payable on demand with interest at the rate of twelve percent (12%) per annum from the date of expenditure. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Beneficiary may be entitled on account of the default, and Beneficiary shall not by taking the required action cure the default so as to bar it from any remedy that it otherwise would have had.

#### 7. LATE PAYMENT PENALTY.

If any payment under the Promissory Note is late by fifteen (15) days or more, the Beneficiary may charge a penalty up to five (5) conts for each dollar of payment of principal and interest so in arrears to cover the extra expense involved in handling delinquent payments. Collection of a late payment charge shall not constitute a waiver of or prejudice the Beneficiary's right to pursue any other right or remedy available on account of the delinquency.

#### 8. EXTENSION OR RENEWAL OF INDEBTEDNESS.

Beneficiary may, in its sole discretion, extend or renew the Note, payment of which indebtedness is secured hereby, on such terms and conditions as Beneficiary may, in its sole discretion, determine. In the event of any such extension or renewal, the indebtedness evidenced by such extended or renewed Promissory Note shall be secured by this Deed.

#### 9. WARRANTY; DEFENSE OF TITLE.

Grantor warrants that he holds title to the Property in fee simple free of all encumbrances other than those enumerated in the title "policy, if any, issued for the benefit of Beneficiary in connection with this transaction and accepted by Beneficiary. Subject to the exceptions in such policy, Grantor warrants and will forever defend the title against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Beneficiary or Trustee under this Deed, Grantor shall defend the action at his expense.

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#### 10. CONDEMNATION.

If all or any part of the Property is condemned, Beneficiary may at its election apply all or any portion of the net proceeds of the award on the Indebtedness, and the proceeds of any award or claim for damages. direct or consequential, are hereby assigned to and shall be paid to Beneficiary for such purpose. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Grantor, Beneficiary and Trustea in connection with the condemnation. If proceedings in condemnation are filed covering all or any part of the Property, Grantor shall promptly notify Beneficiary thereof and take such steps as may be necessary to defend the action and obtain the highest legal award therefor. Unless Grantor and Beneficiary shall otherwise agree in writing, any application of proceeds or damages to principal pursuant to this Paragraph shall not extend or post-none the due date of the monthly installments or change the amount thereof. pone the due date of the monthly installments or change the amount thereof.

#### 11. IMPOSITION OF TAX BY STATE.

(a) The following shall constitute state taxes to which this paragraph applies:

 (2) A specific tax on a Grantor which the taxpayer is authorized or required to deduct from payments on the Indebtedness secured by a Deed of Trust. (1) A specific tax upon Deeds of Trust or upon all or any part of the Indebtedness secured by a Deed of Trust.

(3) A tax on a Deed of Trust chargeable against the Beneficiary or the holder of the Note secured.
 (4) A specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by a Grantor.

(b) If any state tax to which this paragraph applies is enacted subsequent to the date of this Deed of Trust, this shall have the same effect as a default, and Beneficiary may exercise any or all of the remedies available to it in the event of a default unless the following conditions are met:

(1) Grantor may lawfully pay the tax or charge imposed by the state tax, and (2) Grantor pays or offers to pay the tax or charge within thirty (30) days after notice from Beneficiary that the tax law has

been enacted.

#### 12. POWERS AND OBLIGATIONS OF TRUSTEE.

(a) In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following action with respect to the Property upon the request of Beneficiary and Grantor:

(1) Joining in preparation and filing of a map or plat of the Property, including the dedication of streets or other rights in the

- in the public.
  - (2) Joining in granting any easement or creating any restriction on the Property.
    (3) Joining in any subordination or other agreement affecting this Deed or the interest of Beneficiary under this Deed.
  - (4) To sell the Property as provided in Paragraph 17(b) of this Deed.

(b) Trustee shall not be obligated to notify any other party of a pending sale under any other Deed of Trust or lien, or of any action or proceeding in which Grantor, Beneficiary or Trustee shall be a party, unless the action or proceeding is brought by Trustee.

#### 13. TRANSFER BY GRANTOR

(a) Grantor shall not, without the prior written consent of Beneficiary, transfer Grantor's interest in the Property, whether or not the Transferee assumes or agrees to pay the Indebtedness. If Grantor or a prospective Transferee applies to Beneficiary for consent to such a transaction, Beneficiary may require such information concerning the Transferee as it requires from a new loan applicant. Beneficiary shall not unreasonably withhold its consent to

(b) As a condition of its consent to any transfer, Beneficiary may, in its discretion, impose a service charge not exceeding one percent (1%) of the original amount of the Indebtedness and increase the interest rate of the Indebtedness, in which case Beneficiary may increase the amount of each remaining installment so that the then remaining Indebtedness will be fully paid by the original maturity date.

(c) No transfer by Grantor shall relieve Grantor of liability for payment of the Indebtedness. Following a transfer, Beneficiary may agree to any extension of time for payment or modification of the terms of this Deed or the Promissory Note or waive any right or remedy under this Deed or the Promissory Note without relieving Grantor from liability. Grantor waives presentment, notice of dishonor and protest with respect to the Indebtedness.

### 14. SECURITY AGREEMENT; FINANCING STATEMENTS.

(a) This instrument shall constitute a security agreement with respect to any personal property included within the description of the

Property.

(b) Grantor shall, on request of Beneficiary, join with Beneficiary in executing one or more financing statements under Chapter 79, Oregon Revised Statutes, and shall file the statements at Grantor's expense in all public offices where filing thereof is required to perfect the security interest of Beneficiary in any personal property under Chapter 79, Oregon Revised Statutes.

15. RECONVEYANCE ON FULL PERFORMANCE: PARTIAL RECONVEYANCE ON SERIAL COMPLETION OF IMPROVEMENTS.

(a) If Grantor pays all of the Indebtedness when due and otherwise performs all of the obligations imposed upon Grantor under this instrument and the loan agreement and Promissory Note evidencing the Indebtedness, Beneficiary shall execute and deliver to Trustee a request for full recon-veyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Beneficiary's security interest in personal property. Reconveyance fees and costs of recordation required by law shall be paid by Grantor.

(b) If the loan agreement provides for construction of improvements consisting of multiple units or lots and makes provision for partial reconveyance of portions of the Property upon completion and payment for such improvements, Beneficiary will cause Trustee to effect such partial reconveyances of the Property upon full compliance by Grantor with the terms of the loan agreement prescribing for partial reconveyance.

16. DEFAULT

The following shall constitute events of default:

(a) Failure of Grantor to pay any portion of the Indebtedness when it is due.

(b) Failure of Grantor within the time required by this Deed to make any payment for taxes, insurance, or mortgage insurance premiums or for reserves for such payments, or any other payment necessary to prevent the filing of or to secure the discharge of any lien.

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(c) Dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the propassignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against, Granton

(d) If the Property has been submitted to unit ownership pursuant to the Oregon Unit Ownership Law, as codified in Chapter 91, (d) If the Property has been submitted to unit ownership pursuant to the Oregon Unit Ownership Law, as codified in Chapter 91, Oregon Revised Statutes, or pursuant to any similar law of any other state, or is part of a planned unit development, failure of Grantor to perform any of the obligations imposed on him by the declaration submitting the Property to unit ownership or including it within the planned unit development, by the bylaws of the association of unit owners, or by any rules or regulations thereunder. If Grantor's interest in the Property is a leasehold interest and such Property has been submitted to unit ownership or is part of a planned unit development, any failure of Grantor to perform any of the obligations imposed on him by the lease of the Property, any default under such lease which might result in termination of the lease as it pertains to the Property, or any failure of Grantor as a member of the association of unit owners to take any reasonable action within his power to prevent a default under such lease by the association of unit owners or by any member of the association, shall also constitute an event of default under this Deed.

(e) Failure of Grantor to perform any other obligation under this Deed within twenty (20) days after receipt of written notice from Beneficiary specifying the failure.

17. RIGHTS AND REMEDIES ON DEFAULT.

(a) Upon the occurrence of any event of default and at any time thereafter, Beneficiary may exercise any one or more of the following

rights and remedies:

(1) The right at its option by notice to Grantor to declare the entire Indebtedness immediately due and payable

 (1) The right at its option by notice to Grantor to declare the entire indeptedness initionately due and payable.
 (2) With respect to all or any part of the Property that constitutes realty, the right to foreclose by notice and sale by Trustee or by judicial foreclosure, in either case, in accordance with applicable law. With respect to all or any part of the Property that constitutes personalty, the rights and remedies of a secured party under (3) Chapter 79, Oregon Revised Statutes.

Chapter /9, Oregon Hevised Statutes. (4) The right in connection with any legal proceedings to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property and to operate the Property preceding foreclosure or sale and apply the proceeds, over and above cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Beneficiary's right to the appointment of a receiver shall exist whether or not apparent value of the Property exceeds the Indebtedness by a substantial amount.

(5) In the event Grantor remains in possession of the Property after the Property is sold as provided above or Beneficiary (b) If the event Granton remains in possession of the Property and interroperty is sold as posted as both as down and the property of the property and shall pay while in possession a reasonable rental for use of the Property.
 (c) If the Property has been submitted to unit ownership, or is part of a planned unit development, as described in Para.

(6) It the Property has been submitted to unit ownership, or is part of a planned unit development, as described in Para-graph 16(d) above, Grantor hereby grants to Beneficiary irrevocably a power of attorney to vote as it may see fit, if Beneficiary chooses to do so, on any matter which may come before the members of the association of unit owners. This power of attorney, although given contemporaneously herewith, may be exercised by Beneficiary only after default hereunder by Grantor. (7) Any other right or remedy provided in this Deed or the loan agreement or the Promissory Note evidencing the Indebtedness.

(b) In exercising its rights and remedies Beneficiary shall be free to sell all or any part of the Property together or separately or to sell certain portions of the Property and refrain from selling other portions. Beneficiary shall be entitled to bid at any public sale on all or any portion of the Property.

(c) Beneficiary shall give Grantor reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other intended disposition of such property is to be made. Reasonable notice shall mean notice given at least ten days before the time of the sale or disposition.

(d) A waiver by either party of a breach of a provision of this Deed shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. Election by Beneficiary to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform shall not affect Beneficiary's right to declare a default and exercise its remedies under this Paragraph

(e) In the event suit or action is instituted to enforce any of the terms of this Deed, Beneficiary shall be entitled to recover from Grantor such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. All reasonable expenses incurred by Beneficiary that are necessary at any time in Beneficiary's opinion for the protection of its interest or the enforcement of its rights, including without limitation, the cost of searching records, obtaining title reports, surveyors' reports, attorneys' opinions or title insurance, and fees for Trustee, whether or not any court action is involved, shall become a part of the Indebtedness payable on demand and shall bear interest at the rate of ten percent (10%) [per annum from the date of expenditure until repaid.

18. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; BENEFICIARY IN POSSESSION.

As additional security hereunder, Grantor hereby assigns to Boneficiary the rents of the Property, provided that Grantor shall, prior to acceleration under Paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. Upon acceleration under Paragraph 17 hereof or abandonment of the Property, Beneficiary, in parson, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Beneficiary or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Beneficiary and the receiver shall be liable to account only for those rents actually received.

#### 19. NOTICE.

Any notice under this Deed shall be in writing and shall be effective when actually delivered or, if mailed, when deposited as registered or certified mail directed to the address stated in this Deed. Any party may change the address for notices by written notice to the other parties.

20. ANNUAL OPERATING STATEMENTS.

In the event the mortgaged property is commercial property, Grantor shall furnish Beneficiary upon request:

(a) Acceptable reports for the past three (3) years of income and expenses incurred in the operation of the mortgaged property, or, in the case of new construction, a pro forma statement showing the anticipated income, expenses and cash flow.

(b) A certified annual operating statement for said mortgaged property and any improvements thereon within ninety (90) days following the end of each fiscal year while said loan is in force. Said statements shall include, but not necessarily be limited to, gross income (itemized as to source), itemized operating expenses, depreciation charges, and the net income before and after federal income taxes.

(c) Annual audited financial statements within ninety (90) days following the end of Grantor's fiscal year while said loan is in force. Said statements may be prepared by an independent certified public accountant in good standing or be certified to by Grantor and shall include a balance sheet, profit and loss statement and any supplemental schedules.

21. SUCCESSION; TERMS; RECEIPT OF COPY BY GRANTOR.

Subject to the limitations stated in thisDeed on transfer of Grantor's interest and subject to the provisions of applicable law with espect to successor trustees, this Deed shall be binding upon and inure to the benefit of the parties, their successors and assigns. All warranties and agreements of Grantor shall be joint and several.

(b) In construing this Deed, the term Deed shall encompass the term security agreement when the instrument is being construed with respect to any personal property, and the singular shall include the plural and masculine shall include feminine, when the context requires.

(c) By execution here, Grantor hereby acknowledges receipt of a conformed copy of the Promissory Note and this Deed of Trust.

IN WITNESS WHEREOF, Grantor hereby executes this Deed of Trust the date first hereinabove written.

A Donald R. Lee Patricia S. Lee Patricia L. Lee

INDIVIDUAL ACKNOWLEDGEMENT

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Fee \$14.00