

THIS TRUST DEED, made this 24 day of OCTOBER, 1979, between LEON AND BETH M. ROBERTS, as Grantor, FAIRBANKS AMERICAN TITLE INSURANCE, as Trustee, and CASCADE ALUMINUM PRODUCTS, as Beneficiary, WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in CLATSOP County, Oregon, described as: 1st

Sunset Village 1st addition
Lot 2 of Block 4

Lot 2, Block 4, FIRST ADDITION TO SUNSET VALLEY
in the County of Elkhart, State of Oregon

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunder 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.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Four thousand, six hundred dollars and 00/100 Dollars, with interest thereon according to the terms of a Home Improvement Installment Contract of even date herewith, payable to beneficiary or order and

made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable January 1, 1930.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said contract 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.

14. For agricultural, timber or grazing purposes.

The above described real property is not currently used for agricultural, timber or grazing purposes.

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

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

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 all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing 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 the beneficiary.

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 an amount not less than \$20,000.00, written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the beneficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance in force, a new or hereafter placed on said building, the 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 indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected may, at any time, be released to grantor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate an action pursuant to such notice.

not cure or waive any deficiency, nor shall the payment of any such taxes, assessments or other charges pursuant to such notice.

4. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said property before any part of such taxes, assessments or other charges become past due or delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums, liens or other charges payable by grantor, either by direct payment or by payment to beneficiary with funds with which to make such payment, the grantor shall, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the contract secured hereby, shall be added to the obligation 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 hereof and for such payments, with interest thereon, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the unpaid balance thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and shall be paid out of the proceeds of the sale of any of the property described in this trust deed.

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 incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred; and

fees actually incurred. To appear in and defend any action or proceeding purporting to affect the rights or powers of beneficiary or trustee, and in any suit or action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, and all costs and expenses, including reasonable attorney's fees and beneficiary's or trustee's attorney's fees, the amount of attorney's fees mentioned in this paragraph "a" shall be paid or fixed by the trial court and in the event of an appeal, in all cases, shall be paid by the trial court, grossed together to pay such sums as the court deems appropriate and reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

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 desires, to acquire that all or any portion of the monies payable in such proceedings for such taking, which are in excess of the amount required as compensation for such taking, shall be paid to beneficiary and shall be used to pay all reasonable costs, expenses and attorney's fees incurred by beneficiary as incurred by grantor in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs, expenses and attorney's fees incurred by it first upon any reasonable costs, expenses necessarily paid or incurred by beneficiary in the trial and appellate courts, and the balance applied upon the indebtedness of beneficiary in such proceedings, and the balance applied upon the indebtedness of beneficiary in such proceedings, at its own expense, to take such action as may be necessary to execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, payment of its tax and presentation of this deed and the note by endorsement (in case of full reconveyance, 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 thereon; (c) join in any subordination or other agreement affecting this deed or the lien or charge thereon; (d) reconvey, without warranty, all or any part of the property, granted in any reconveyance made by or for the person or persons legally entitled thereto; and (e) the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the foregoing shall not in any event be less than \$5.

10. Upon any default by grantor hereunder, beneficiary may, at its option without notice, either in person, by agent or by attorney-in-fact, or by any other person, enter upon and take possession of any security for the obligations of grantor hereunder secured, either in person, by agent or by attorney-in-fact, or by any other person, enter upon and take possession of said property or any part thereof, in its own name sue or otherwise collect the rents, issues and profits, including those past due and unpaid, and including reasonable attorney's costs and expenses in prosecution and collection of said obligations, and in such order as beneficiary 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 declare all sums secured hereby immediately due and payable. In such an event, the beneficiary, or the beneficiary's attorney, may currently use for agricultural, timber or grazing purposes, or for any other purpose, the real property secured hereby and if the above described real property may proceed to foreclose this trust deed in equity as a mortgage, the beneficiary may proceed to foreclose this trust deed in equity as a mortgage. However if said real property is not so currently used, the beneficiary at his election may proceed to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee may execute and cause to be recorded his written notice of the beneficiary's election to sell this said described real property. The beneficiary or the trustee shall be obligated to sell this said described real property at the time and place of sale, give notice thereof as required by law, and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.795.

13. Should the beneficiary elect to foreclose by advertisement and sale, then after default at any time prior to five days before the date set for the trustee for the trustee's sale, then grantor or other person so provided by ORS 86.740, may pay to the beneficiary or his successors in interest, respectively, the entire amount then due under the terms of a trust deed and the obligation secured thereby (including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees not exceeding \$50 each) other than such portion of the principal as would not be due had no default occurred, thereby cure the default, in which event the deed shall be dismissed by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell the property either in one parcel or in separate parcels, and the parcel or parcels may be sold at auction or by private contract, cash, payable at the time of sale. The trustee shall deliver to the purchaser its deed in form as required by law, conveying the property as sold, but without any covenant or warranty, expressed or implied. The results in the deed shall be binding on the trustee, and the trustee, the purchaser and his heirs, assigns, may purchase at the sale.

13 When trustee sells pursuant to the powers provided herein, trust shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a second class of sale; (2) to all persons having recorded claims against or interest in the trust deed, (3) to all persons having recorded claims against or interest of the trustee in the trust deed if their interests may appear in the order of their priority and (4) to surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law, if a trustee dies, retires from office, is removed or resigns, or is appointed a successor or successors by any court having jurisdiction, and with a successor trustee appointed hereunder, then the said trustee shall have all authority and powers and duties conferred upon him by this instrument, subject to the appointment of a successor trustee hereunder. Each of the said appointment and substitution shall be made by will or instrument executed by the testator, containing reference to this trust and its purposes, and which, when recorded in the office of the County Clerk of the county of or counties in which the property is situated, shall constitute a 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 herein of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trust is or may be a party or proceeding is brought by trustee.

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

and that he will warrant and forever defend the same against all persons whomsoever.

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.

Frank Roberts
Ernest Roberts

STATE OF OREGON,

County of Multnomah

1980

Personally appeared, the above named Ernest Roberts

Ernest Roberts

and acknowledged the foregoing instrument

to be his voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires: 1/1/81

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: 1980

Beneficiary

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

TRUST DEED

Grantor

Beneficiary

AFTER RECORDING RETURN TO

General Electric Credit Corp
8835 S.W. Canyon Lane
Suite 400

Portland, OR 97225

attn: Jim

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

County of Clatsop

I certify that the within instrument was received for record on the 12th day of May, 1980, at 11:54 o'clock A.M., and recorded in book M80 on page 8647 or as file/reel number 84166 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

No. D. M. Luc

County Clerk

By: Kenneth A. Helscho Deputy

Fee \$7.00