WHEN RECORDED MAIL TO U.S. MATIU BANK P.O. BOX 7369 97601 KFO

Vol. M83 Page

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## DEED OF TRUST

THIS DEED OF TRUST is made this 25th

19.83 among the Grantor, Jimmy H. Dill and Vicky A. Dill day of November นานเลยเลยเลือน ยัง เป็นเลย เมิ่นโดย เมียนที่ เหมียนที่เลย เป็นเกียน ไปสุดเมียนโทย โดย เราะ เลย (herein "Borrower"), Bank of Milwaukie... United States National Bank of Oregon
existing under the laws of Oregon whose address is 3720 South 

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of 

A tract of land situated in the NaSE4 of Section 9, Township 39 South, Range 10 East of the Willamette Meridian, and being more particularly described as follows:

Beginning at the East quarter corner of Section 9, said township and range, and running South 0° 08' West 668.25 feet to a point; thence North 89° 52' West 1985.6 feet; thence South 0° 08' West 333.25 feet to the true point of beginning of this description; thence North 89° 52' West 469.4 feet to the Easterly right of way of the county road known as the Pine Grove Road; thence along said Easterly right of way South 24° 51' West 267.0 feet to the beginning of a 10° 53' curve to the left; thence around said curve whose long chord bears South 19° 51' West and whose long chord is 95.4 feet in length to its intersection with the South line of the SINWASEL of said Section 9; thence leaving said Pine Grove Road right of way and running along said South line of said ShwasE4, South 89° 49' East running along said South line of said SAWASEA, South 89° 49' East 613.25 feet; thence North 0° 08' East 333'.25 feet, more or less, to the true point of beginning. It is not incoming business and less, to a part of the point o

must receive a street, contracting primers, they are they have any in the contraction of a substitution of the primers by the primers in the contraction of the contr 

TOGETHER with all the improvements now or hereafter creeted on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances").

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

OREGON-1 to 4 Family-6/75\*-FNMA/FHLMC UNIFORM INSTRUMENT 91-1662 8/79

55 6.2

The Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay a sim (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said assessments, or verifying and compiling said assessments and bills unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this requires such interest to be paid. Lender shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid. Lender shall not be required to pay Borrower interest or the Funds and applicable law purpose for which each debit to the Funds was made. The Funds showing credits and debits to the Funds and the by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to

purpose for which each debit to the runds was made. The runds are piedged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either held by Lender shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the under paragraph 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower principal on any Future Advances.

under paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly event Borrower shall make payment directly, Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property or any part thereof, against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may required to pay the sumance carrier providing the insurance shall be chosen by Borrower shall not require that the amount of Trust. The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender: provided, that Lender paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the clause in favor of and in such amounts and renewals thereof shall be in form acceptable to Lender and shall include a standard morteage in favor of and in the manner of the lien of the payment of the

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof. Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly

by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents. If a condominium or planned unit development regulations of the rider is executed by Borrower and recorded together with this Deed of Trust, the covenants and agreements of such rider were a part hereof.

shall be incorporated into and shall amend and supplement the covenants and agreements of this Deed of Trust as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this beed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a samkrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate any action hereunder.

Respection. Lender may make or cause to be made reasonable entries upon and inspections of the Property provided.

any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned about he resid to London. and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust. With the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds taking bears to the fair market value of the Property immediately prior to the date of taking. taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence the liability of the original Borrower and Borrower's successors in interest. Secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound: Joint and Several Liability: Captions. 13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein 13. Successors and Assigns Bound; Joint and Several Liability; Capitons. The covenants and agreements neveral contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions bereof interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to (b) any notice to Lender may designate by notice to Borrower as provided herein. Any notice provided for in this such other address as Lender may designate by notice to Borrower or Lender when given in the manner designated herein.

Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Deed of Trust; Governing Law; Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to by Borrower without Lender's prior written consent, excluding (a) the creation of a planeaus, (c) a transfer by devise, this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, this Deed of Trust, (b) the creation of a purchase money security interest for household interest of three-years or less descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three-years or less descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three-years or less descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three-years or less satisfactory to Lender shall have waived such option, declare all the sums secured by shis Deed of Trust to be is satisfactory to Lender and that the interest payable on the sums secured by this Deed Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying; (1) the Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice shall further notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. The notice shall further notice may be a such as the property of the property of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date of a default or any other defense of Borrower of all of the sums secured by this Deed of Trust to be immediately specified in the notice of the mediately specified in the notice of sale in the in each county in which the Property or some part thereof is located. Lender or Trustee to default and of Lender's election to cause the Property and shall cause such notice to be recorded in each county in which the Property o Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows: 18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or SOCTO

NACTO

secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and 20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower Lender in Possession. As additional security hereunder, Borrower hereof or abandonment of the property, have the right to collect and retain such as caceleration under paragraph 18 hereof or abandonment of the property, have the right to collect and retain sents as they become due and payable. Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, one due and payable. The property including those past due to enter upon, take possession of and manage the Property and to collect of the costs of management of the Property and collected by Lender or the receiver's shall be applied first to payment and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust the property and the property with the property without warranty and without charge to the person or persons shall pay all costs of recordation, if any.

22. Substitute Trustee appointed hereunder. Without conveyance of the Property, the successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee and appointed hereunder. Without conveyance of the Property, the successor trustee and appointed hereunder. Without conveyance of the Property, the successor trustee and appointed hereunder. Without convey Vicky A. Qill On this. 25th

Jimmy H. Dill and Vicky A. Dill , 19.83, personally appeared the above named acknowledged and acknowledged the foregoing instrument to be . their ..... voluntary act and deed. My Commission expires: June 28, 1986 REQUEST FOR RECONVEYANCE The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto. Date: Date:

April 19 Fine County of the county of the fine of the fine of the county of the fine communication of the property of the manufacture of the contract of t Company of the property of the Andrews of the State of the Sta thinks I was the the state of the absorpts are therefore as a base with the property of the pr filed for second of request of paid to Borrows!

Pres proceeds of any award at about for damages they are proceeding the proceeds of any award at about for the proceeds are in the proceeds about the proceeds about the proceeds about the proceeds about the proceeding the proceeds about the proceeding to the proceeding the proceeding the proceeding the proceeding the proceeding to the proceeding the proceed the proceeding the proceeding the proceeding the proceeding the AD. 19 83 o'clock A . M, and duly of Mortgages EVELYN BIEHN, County Clerk