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WHEN RECORDED MAIL TO

Willamette Savings & Loan
100 SW Market, Portland, Or. 97101SEND TAX NOTICE TO
sameVol. MSL Page 15474

Loan #45-165481-4

AIC 2999

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DATED: August 18, 1986

COMMERCIAL
DEED OF TRUST

INDENTURE

BETWEEN: JOHN ERWIN HOLING AND PATRICIA WILEY HOLING, Trustee of the J. and P. Holing
Revocable Trust, dated June 19, 1969. ("Grantor,")
 AND: AMERICAN SAVINGS AND LOAN ASSOCIATION, a Utah Corporation**, Beneficiary ("Willamette,")
 AND: ASPEN TITLE & ESCROW, INC. ("Trustee.")

Grantor conveys to Trustee for benefit of Willamette Savings and Loan (Willamette) as Beneficiary all of Grantor's right, title, and interest in and to the following described real property (the "Real Property"), together with all existing or subsequently erected or affixed improvements or fixtures.

Lots 11 and 12, Block 1, FIRST ADDITION TO ALTAMONT ACRES, in the County of Klamath,
 State of Oregon.

**dba Willamette Savings and Loan Association

Grantor presently assigns to Willamette (also known as Beneficiary) all of Grantor's right, title, and interest in and to all rents, revenues, income, issues and profits (the "Income") from the Real Property described above.

Grantor grants Willamette a Uniform Commercial Code security interest in the Income and in all equipment, fixtures, furnishings, and other articles of personal property owned by Grantor, now or subsequently attached or affixed to the Real Property described above, together with all accessions, parts, or additions to, all replacements of and all substitutions for any of such property, and together with all proceeds (including insurance proceeds and refund of premium) from any sale or other disposition (the "Personal Property").

(Check if Applies)

- ☐ There is a mobile home on the Real Property, which is covered by this security instrument, and which is and shall remain:
- ☐ Personal Property
- ☐ Real Property

The Real Property and the Personal Property are collectively referred to as the "Property."

Willamette has loaned Grantor \$ 150,000.00 which is repayable with interest according to the terms of a promissory note given to evidence such indebtedness, dated the same as this deed and security agreement, under which the final payment of principal and interest will be due on September 1, 1996, which is the date of maturity. The promissory note, and any note or notes given in renewal or substitution for the promissory note originally issued, is herein referred to as "the Note."

The term "Indebtedness" as used in this deed shall mean (a) all principal and interest payable under the Note, (b) any future amounts that Willamette may in its discretion loan to Grantor, together with interest thereon, and (c) any amounts expended or advanced by Willamette to discharge obligations of Grantor or expenses incurred by Willamette or Trustee to enforce obligations of Grantor hereunder, as permitted under this deed and security agreement, together with interest thereon as provided herein. This trust deed, the assignment of the Income, and security interest are given to secure payment of the Indebtedness and performance of all obligations of Grantor under this deed and security agreement and are given and accepted on the following terms:

1. **Payment and Performance.** Grantor shall pay to Willamette all amounts secured by this deed and security agreement as they become due, and shall strictly perform all of Grantor's obligations.
2. **Possession and Maintenance of the Property.**
 - 2.1 **Possession.** Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the income from the Property.
 - 2.2 **Duty to Maintain.** Grantor shall maintain the Property in first class condition and promptly perform all repairs and maintenance necessary to preserve its value.
 - 2.3 **Nuisance, Waste.** Grantor shall neither conduct or permit any nuisance nor commit or suffer any strip or waste on or to the Property or any portion thereof including without limitation removal or alienation by Grantor of the right to remove any timber, minerals (including oil and gas), or gravel or rock products.
 - 2.4 **Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Willamette. Willamette shall consent if Grantor makes arrangements satisfactory to Willamette to replace any improvement which Grantor proposes to remove with one of at least equal value. "Improvements" shall include all existing and future buildings, structures, and parking facilities.
 - 2.5 **Bank's Right to Enter.** Willamette and its agents and representatives may enter upon the Property at all reasonable times to attend to Willamette's interest and to inspect the Property.
 - 2.6 **Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Willamette in writing prior to doing so and Willamette's interest in the Property is not jeopardized. Willamette may require Grantor to post security reasonably satisfactory to Willamette to protect Willamette's interest.
 - 2.7 **Duty to Protect.** Grantor shall do all other acts, in addition to those set forth in this section, that from the character and use of the Property are reasonably necessary to protect and preserve the security.
 - 2.8 **Construction Loan.** If some or all of the proceeds of the loan creating the indebtedness is to be used to construct or complete construction of any improvement on the Property, the improvement shall be completed within six months from the date of this deed and security agreement and Grantor shall pay in full all costs and expenses in connection with the work.
3. **Taxes and Liens.**
 - 3.1 **Payment.** Grantor shall pay when due and before they become delinquent all taxes and assessments levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Willamette under this deed, except for the lien of taxes and assessments not due, except for the prior indebtedness referred to in Section 17, and except as otherwise provided in Subsection 3.2.
 - 3.2 **Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Willamette's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within 15 days after the lien arises or, if a lien is filed, within 15 days after Grantor has notice of the filing, secure the discharge of the lien or deposit with Willamette, cash or a sufficient corporate surety bond or other security satisfactory to Willamette in an amount sufficient to discharge the lien plus any costs, attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien.
 - 3.3 **Evidence of Payment.** Grantor shall upon demand furnish to Willamette evidence of payment of the taxes or assessments and shall authorize the appropriate county official to deliver to Willamette at any time, a written statement of the taxes and assessments against the Property.
 - 3.4 **Notice of Construction.** Grantor shall notify Willamette at least 15 days before any work is commenced, any services are furnished, or any materials are supplied to the Property if a construction lien could be asserted on account of the work, services or materials and the cost exceeds \$5,000 (if the Property is used for non-residential or commercial purposes or \$1,000 if the Property is used as a residence). Grantor will on request furnish to Willamette advance assurances satisfactory to Willamette that Grantor can and will pay the cost of such improvements.
 - 3.5 **Tax Reserves.** Subject to any limitations set by applicable law, Willamette may require Borrower to maintain with Willamette reserves for payment of taxes and assessments, which reserves shall be created by advance payment or monthly payments of a sum estimated by Willamette to be sufficient to produce, as least 15 days before due, amounts at least equal to the taxes and assessments to be paid. If 15 days before payment is due the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Willamette. The reserve funds shall be held by Willamette as a general deposit from Borrower and shall constitute a noninterest bearing debt from Willamette to Borrower, which Willamette may satisfy by payment of the taxes and assessments required to be paid by Borrower as they become due. Willamette does not hold the reserve funds in trust for Borrower, and Willamette is not the agent of Borrower for payment of the taxes and assessments required to be paid by Borrower.
4. **Property Damage Insurance.**
 - 4.1 **Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value basis covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a mortgagee's loss payable clause in favor of Willamette. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Willamette. Grantor shall deliver to Willamette certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of 10 days' written notice to Willamette.
 - 4.2 **Grantor's Report on Insurance.** If the Property is not used as Grantor's residence within 60 days after the close of its fiscal year, Grantor shall furnish to Willamette a report on each existing policy of insurance showing:
 - (a) the name of the insurer;
 - (b) the risks insured;
 - (c) the amount of the policy;
 - (d) the Property insured, the then current replacement value of the Property, and the manner of determining that value; and
 - (e) the expiration date of the policy.
Grantor shall, upon request, have an independent appraiser satisfactory to Willamette determine the cash value replacement cost of the Property.
 - 4.3 **Application of Proceeds.** Grantor shall promptly notify Willamette of any loss or damage to the Property. Willamette may make proof of loss if Grantor fails to do so within 15 days of the casualty. Willamette may, at its election, apply the proceeds to the reduction of the indebtedness or the restoration and repair of the Property. If Willamette elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Willamette. Willamette shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been paid out within 180 days after their receipt and which Willamette has not committed to the repair or restoration of the Property shall be used to prepay first accrued interest and then principal of the indebtedness. If Willamette holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.
 - 4.4 **Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this deed and security agreement at any trustee's or other sale held under the provision contained within, or at any foreclosure sale of such Property.

- 4.5 Compliance with Prior Indebtedness. During the period in which any prior Indebtedness is in effect, compliance with the insurance provisions contained in the instrument evidencing such prior Indebtedness shall constitute compliance with the insurance provisions under this deed and security agreement, to the extent compliance with the terms of this deed and security agreement would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this deed for division of proceeds shall apply only to that portion of the proceeds not payable to said holder of the prior Indebtedness.
- 4.6 Association of Unit Owners. In the event the Real Property has been submitted to unit ownership pursuant to a Unit Ownership Law, or similar law for the establishment of condominiums or cooperative ownership of Real Property, the insurance may be carried by the association of unit owners in Grantor's behalf and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Willamette.
- 4.7 Insurance Reserves. Subject to any limitations set by applicable law, Willamette may require Borrower to maintain with Willamette reserves for payment of insurance premiums, which reserves shall be created by monthly payments of a sum estimated by Willamette to be sufficient to produce, at least 15 days before due, amounts at least equal to the insurance premiums to be paid. If 15 days before payment is due the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Willamette. The reserve funds shall be held by Willamette as a general deposit from Borrower and shall constitute a noninterest bearing debt from Willamette to Borrower, which Willamette may satisfy by payment of the insurance premiums required to be paid by Borrower as they become due. Willamette does not hold the reserve funds in trust for Borrower, and Willamette is not the agent of Borrower for payment of the insurance premiums required to be paid by Borrower.
5. Expenditure By Willamette. If Grantor fails to comply with any provision of this deed, including the obligation to maintain the prior Indebtedness in good standing as required by Section 17 hereunder, Willamette may at its option on Grantor's behalf take the required action and any amount that it expends in so doing shall be added to the Indebtedness and bear interest at the rate the Note bears. Amounts so added shall be payable on demand with interest from the date of expenditure at the rate the Note bears. The rights provided for in this section shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Willamette shall not by taking the required action cure the default so as to bar it from any remedy that it otherwise would have had.
6. Warranty; Defense of Title.
- 6.1 Title. Grantor warrants that it holds merchantable title to the Property in fee simple free of all encumbrances other than those set forth in Section 17 or in any policy of title insurance issued in favor of Willamette in connection with the deed and security agreement.
- 6.2 Defense of Title. Subject to the exceptions in the paragraph above, 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 Willamette or Trustee under this deed, Grantor shall defend the action at its expense.
7. Condemnation.
- 7.1 Application of Net Proceeds. If all or any part of the Property is condemned, Willamette may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness. 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, Willamette or Trustee in connection with the condemnation.
- 7.2 Proceedings. If any proceedings in condemnation are filed, Grantor shall promptly notify Willamette in writing and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award.
8. Imposition of Tax By State.
- 8.1 State Taxes Covered. The following shall constitute state taxes to which this section applies:
- (a) A specific tax upon trust deeds or upon all or any part of the Indebtedness secured by a trust deed or security agreement.
 - (b) 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 or security agreement.
 - (c) A tax on a trust deed or security agreement chargeable against Willamette or the holder of the note secured.
 - (d) A specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by a Grantor.
- 8.2 Remedies. If any state tax to which this section applies is enacted subsequent to the date of this deed, this shall have the same effect as a default, and Willamette may exercise any or all of the remedies available to it in the event of a default unless the following conditions are met:
- (a) Grantor may lawfully pay the tax or charge imposed by the state tax, and
 - (b) Grantor pays or offers to pay the tax or charge within 30 days after notice from Willamette that the tax law has been enacted.
9. Power and Obligations of Trustee.
- 9.1 Powers of Trustee. In addition to all powers of Trustee arising as a matter of law, Trustee shall have the power to take the following actions with respect to the Property upon the request of Willamette:
- (a) Join in preparing and filing a map or plat of the Real Property, including the dedication of streets or other rights in the public.
 - (b) Join in granting any easement or creating any restriction on the Real Property.
 - (c) Join in any subordination or other agreement affecting this deed and security agreement or the interest of Willamette under this deed and security agreement.
 - (d) Sell the Property as provided under this deed and security agreement.
- 9.2 Obligations to Notify. Trustee shall not be obligated to notify any other party of a pending sale under any deed of trust or lien, or of any action or proceeding in which Grantor, Willamette, or Trustee shall be a party, unless the action or proceeding is brought by Trustee.
- 9.3 Trustee. Trustee shall meet the qualifications for Trustee in applicable state law and may be an attorney for Willamette.
10. Transfer by Grantor.
- 10.1 Consent by Willamette. Grantor shall not transfer or agree to transfer all or part of Grantor's interest in the Property without the prior written consent of Willamette. Any attempt to transfer shall constitute a default hereunder. "Transfer" includes, without limitations, sales under a land sales contract and transfers by operation of law.
- If all or any part of the Grantor's interest in the Property is sold or transferred by Grantor without Willamette's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, 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 not containing an option to purchase, but including (without limitations) land sale contracts, Willamette may, at its option, declare the Note immediately due and payable.
- If Grantor or a prospective transferee applies to Willamette for consent to a transfer, Willamette may require such information concerning the prospective transferee as would normally be required from a new loan applicant.
- 10.2 Condition to Consent. As a condition of its consent to any transfer, Willamette may in its discretion impose an assumption fee in accordance with Willamette's fee schedule then in effect, and may increase the interest rate of the Indebtedness to the prevailing rate for similar rates then charged by Willamette. Willamette may

increase the amount of each remaining installment so that the Indebtedness will be fully paid by the original maturity date. In no event, however, shall the interest rate be increased, nor any fee imposed, beyond the maximum rate permitted under applicable law. This paragraph sets forth terms that Willamette may impose as a condition to consent. This paragraph is not exclusive and Willamette, at its sole discretion, may impose additional terms or may decline to consent to a transfer.

- 10.3 Effect of Consent. If Willamette consents to one transfer, that consent shall not constitute a consent to other transfers or a waiver of this section. No transfer by Grantor shall relieve Grantor of liability for payment of the Indebtedness. Following a transfer, Willamette may agree to any extension of time for payment or modification of the terms of this deed and security agreement or the Note or waive any right or remedy under this deed and security agreement or the Note without relieving Grantor from liability. Grantor waives notice, presentment, and protest with respect to the Indebtedness.

11. Security Agreement; Financing Statements.

11.1 Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures, and Willamette shall have all of the rights of a secured party under the Uniform Commercial Code of the state in which the Real Property is located.

11.2 Security Interest. Upon request by Willamette, Grantor shall execute financing statements and take whatever other action is requested by Willamette to perfect and continue Willamette's security interest in the Income and Personal Property. Grantor hereby appoints Willamette as Grantor's attorney in fact for the purpose of executing any documents necessary to perfect or continue the security interest granted therein. Willamette may, at any time and without further authorization from Grantor, file copies or reproductions of this deed and security agreement as a financing statement. Grantor will reimburse Willamette for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property and make it available to Willamette within three days after receipt of written demand from Willamette.

11.3 Mobile Homes. If the Property includes mobile homes, motor homes, modular homes, or similar structures, such structures shall be and shall remain Personal Property or Real Property as stated above regardless of whether such structures are affixed to the Real Property, and irrespective of the classification of such structures for the purpose of tax assessments. The removal or addition of axles or wheels, or the placement upon or removal from a concrete base, shall not alter the characterization of such structures.

12. Reconveyance on Full Performance.

If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this deed and security agreement and the Note, Willamette shall execute and deliver to Trustee a request for full reconveyance and shall execute and deliver to Grantor suitable statements of termination of any financing statement on file evidencing Willamette's security interest in the Income and the Personal Property. Any reconveyance fee or termination fee required by law shall be paid by Grantor, if permitted by applicable law.

13. 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 and security agreement to make any payment for taxes, Insurance, or for any other payment necessary to prevent filing of or to affect discharge of any lien.
- (c) Dissolution or termination of existence (if Grantor is a corporation), Insolvency, business failure, appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, the commencement of any proceeding under any bankruptcy or insolvency laws by or against, or the failure to obtain dismissal or deny the contents of any petition filed under any bankruptcy or insolvency laws within the time required to answer by, Grantor or any of the individuals or entities who are herein collectively referred to as "Grantor."
- (d) Default of Grantor under any prior obligation or instrument securing any prior obligation, or commencement of any suit or other action to foreclose any prior lien.
- (e) If the Real Property has been submitted to unit ownership pursuant to a Unit Ownership Law or any similar law, failure of Grantor to perform any of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder. If Grantor's interest in the Real Property is a leasehold interest and such Property has been submitted to unit ownership, any failure of Grantor to perform any of the obligations imposed on him by the lease of the Real Property from its owner, any default under such lease which might result in termination of the lease as it pertains to the Real Property, or any failure of Grantor as a member of an association of unit owners to take any reasonable action within Grantor's power to prevent a default under such lease by the association of unit owners or by any member of the association.
- (f) Failure by Grantor to perform any other obligation under this deed and security agreement if:
 - (1) Willamette has sent to Grantor a written notice of the failure and the failure has not been cured within 15 days of the notice, or if the default cannot be cured within 15 days, Grantor has not commenced curative action or is not diligently pursuing such curative action; or
 - (2) Grantor has given notice of a breach of the same provision(s) of this deed and security agreement within the preceding 12 months.
- (g) If the interest of Grantor in the Property is a leasehold interest, any default by Grantor under the terms of the lease, or any other event (whether or not the fault of Grantor) that results in the termination of Grantor's leasehold rights; provided, that such events shall not constitute a default hereunder if Grantor provides Willamette with prior written notice reasonably satisfactory to Willamette, setting forth Grantor's intent to place the Personal Property at another location, stating the location, and evidencing Grantor's right to do so.
- (h) Any breach by Grantor under the terms of any other agreement between Grantor and Willamette that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness of Grantor to Willamette, whether made now or later.
- (i) If Willamette reasonably deems itself insecure.

14. Rights and Remedies on Default.

14.1 Remedies. Upon the occurrence of any event of default and at any time thereafter, Trustee or Willamette may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

- (a) Willamette shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.
- (b) With respect to all or any part of the Real Property, the Trustee shall have the right to foreclose by notice and sale, and Lender shall have the right to foreclose by judicial foreclosure, in either case in accordance with and to the full extent provided by applicable law.
- (c) With respect to all or any part of the Personal Property, Willamette shall have all the rights and remedies of a secured party under the Uniform Commercial Code in Oregon.
- (d) Willamette shall have the right, without notice to Grantor, to take possession of the Property and collect the Income, including amounts past due and unpaid, and apply the net proceeds, over and above Willamette's costs, against the Indebtedness. In furtherance of this right Willamette may require any tenant or other user to make payments of rent or use fees directly to Willamette. If the Income is collected by Willamette, then Grantor irrevocably designates Willamette as Grantor's attorney in fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Willamette in response to Willamette's demand shall satisfy the obligation for which the payments are made, whether or not any proper grounds for the demand existed. Willamette may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

- (e) Willamette shall have the right to have a receiver appointed to take possession of any or all of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the income from the Property and apply the proceeds, over and above cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Willamette's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Willamette shall not disqualify a person from serving as a receiver.
- (f) If Grantor remains in possession of the Property after the Property is sold as provided above or Willamette otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at will of Willamette or the purchaser of the Property and shall pay while in possession a reasonable rental for use of the Property.
- (g) If the Real Property is submitted to unit ownership, Willamette or its designee may vote on any matter that may come before the members of the association of unit owners, pursuant to the power of attorney granted in Section 16.2.
- (h) Trustee and Willamette shall have any other right or remedy provided in this deed and security agreement, or the Note.

14.2 Sale of the Property. In exercising its rights and remedies, the Trustee or Willamette 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. Willamette shall be entitled to bid at any public sale on all or any portion of the Property.

14.3 Notice of Sale. Willamette shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Notice given ten days before the time of the sale or disposition shall be reasonable notice.

14.4 Waiver, Election of Remedies. A waiver by any party of a breach of a provision of this deed and security agreement 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 Willamette to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this deed after failure of Grantor to perform shall not affect Willamette's right to declare a default and exercise its remedies under this deed and security agreement.

14.5 Attorneys' Fees; Expenses. If Willamette institutes any suit or action to enforce any of the terms of this deed and security agreement, Willamette shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Willamette that are necessary at any time in Willamette's opinion for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate of 12 percent per annum or at the rate of the Note, whichever is higher. Expenses covered by this paragraph include (without limitation) all Willamette's attorney fees whether or not there is a lawsuit, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, appraisal fees, title insurance, and fees for the Trustee, to the extent not prohibited by applicable law.

15. Notice. Any notice under this deed shall be in writing and shall be effective when actually delivered or, if mailed, shall be deemed effective on the second day after being deposited as registered or certified mail, postage prepaid, directed to the address stated in this deed and security agreement. Any party may change its address for notices by written notice to the other parties.

16. Miscellaneous.

16.1 Successors and Assigns. Subject to the limitations stated in this deed and security agreement on transfer of Grantor's interest, and subject to the provisions of applicable law with respect to successor trustees, this deed shall be binding upon and inure to the benefit of the parties, their successors and assigns.

16.2 Unit Ownership Power of Attorney. If the Real Property is submitted to unit ownership, Grantor grants an irrevocable power of attorney to Willamette to vote in its discretion on any matter that may come before the members of the association of unit owners. Willamette shall have the right to exercise this power of attorney only after default by Grantor and may decline to exercise this power, as Willamette may see fit.

16.3 Annual Reports. If the Property is used for purposes other than Grantor's residence, within 60 days following the close of each fiscal year of Grantor, Grantor shall furnish to Willamette a statement of net operating income received from the Property during Grantor's previous fiscal year in such detail as Willamette shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

16.4 Applicable Law. This deed has been executed and delivered to Willamette in the state of Oregon whose law shall be applicable for the purpose of construing and determining the validity of this deed and security agreement and, to the fullest extent permitted by the law of any state in which any of the Property is located, determining the rights and remedies of Willamette on default.

16.5 Joint and Several Liability. If Grantor consists of more than one person or entity, the obligations imposed upon Grantor under this deed shall be joint and several.

16.6 Time of Essence. Time is of the essence of this deed and security agreement.

16.7 Use.

- (a) If located in Idaho, the Property either is not more than twenty acres in area or is located within an incorporated city or village.
- (b) If located in Washington, the Property is not used principally for agricultural or farming purposes.
- (c) If located in Oregon, the Property is not now used for agricultural, timber, or grazing purposes.
- (d) If located in Montana, the Property does not exceed fifteen acres and this instrument is a Trust Indenture executed in conformity with the Small Tract Financing Act of Montana.
- (e) If located in Utah, this instrument is a Trust Deed executed in conformity with the Utah Trust Deed Act, UCA 57-1-19 et seq.

17. Prior Indebtedness. NONE.

17.1 Prior Lien. The lien securing the Indebtedness secured by this deed and security agreement is and remains secondary and inferior to the lien securing payment of a prior obligation in the form of a:

☐ Trust Deed

☐ Mortgage

☐ Land Sale Contract

☐ Other (Specify) _____

The prior obligation has a current principal balance of \$ _____, and is in the original principal amount of \$ _____. Grantor expressly covenants and agrees to pay or see to the payment of the prior indebtedness and to prevent any default thereunder.

17.2 Default. If the payment of any installment of principal or any interest on the prior indebtedness is not made within the time required by the note evidencing such indebtedness, or should an event of default occur under the instrument securing such indebtedness and not be cured during any applicable grace period therein, then the Indebtedness secured by this deed and security agreement shall, at the option of Willamette, become immediately due and payable, and this deed and security agreement shall be in default.

JOHN ERWIN HOLLING AND PATRICIA WILEY HOLLING, Trustee of the J. and P. Holling Revocable Trust, dated June 19, 1969.

GRANTOR:

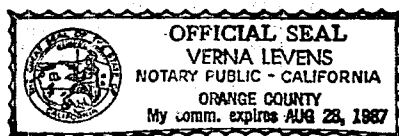
John E. Holling

GRANTOR:

Patricia Holling

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
 County of Orange) ss



On this day personally appeared before me John E. Holing
and Patricia Holing
 to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 19th day of August, 19 86.

BY Verna Levens Residing at LAGUNA NIGUEL, Ca.
 Notary Public in and for the State of: My commission expires 8-28-87

CORPORATE ACKNOWLEDGEMENT

STATE OF _____)
 County of _____) ss

On this _____ day of _____, 19 _____, before me personally appeared _____,
 to me known to be the _____ and _____,
 to me known to be the _____,
 authorized agent(s) for the corporation that executed the within and foregoing instrument and acknowledged the instrument to be the free and voluntary act and deed of the corporation, by authority of its bylaws or by resolution of its Board of Directors, for the uses and purposes therein mentioned, and on oath stated that _____ he _____ was/were authorized to execute the instrument and that the seal affixed is the corporate seal of the corporation.

BY _____ Residing at _____
 Notary Public in and for the State of: My commission expires _____

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF _____)
 _____) ss

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the 27th day
 of August A.D., 19 86 at 3:03 o'clock P M., and duly recorded in Vol. M86,
 of _____ Mortgages on Page 15474.

FEE \$25.00

Evelyn Biehn, County Clerk
 By [Signature]

acknowledge to me that _____ he _____ executed said instrument freely and voluntarily for the purposes and use herein mentioned, on behalf of said partnership.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

Before me:

BY _____ Residing at _____
 Notary Public in and for the State of: My commission expires _____