

MAY - 1965 P
DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on May 11, 1965, by and between Lender, First National Bank - Tulsa - Business and Agri., and Borrower, James C. Johnson, to secure payment of the principal sum of One Thousand Four Hundred and Sixty Two Dollars (\$1,462.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments until the full date of his first regular due and payable on May 11, 1970. The Security Instrument secures to Lender the payment and delivery under the Note of the debt evidenced by the Note with interest, and all resultant extensions and modifications, in the payment of all other sums, with interest, advanced under paragraph "to protect the security of the Security Instrument, and for the performance of Borrower's covenants and agreements under the Security Instrument and the Note for the purpose. Borrower irrevocably grants and conveys to Lender, in trust, with power of sale, the following described property located in Tulsa, Oklahoma, to Lender, to secure payment of any future advances, with interest thereon, made to Borrower by Lender pursuant to the paragraph below ("Future Advances").

FUTURE ADVANCES. Upon request of Borrower, Lender, to Lender's option prior to full reconveyance of the Property by Lender to Borrower, any new Future Advances to Borrower, such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes reciting that said notes are secured hereby.

A portion of Block 71 of 100 ACRES SUBDIVISION NO. 1, according to the official plan recorded on file in the office of the County Clerk of Cass County, Oregon, and particularly described as follows:

Beginning at the Northeast corner of said Block 71; thence South along the East line of said Block 71 a distance of 162 feet to a point; thence West and parallel to the North line of said Block 71 a distance of 173 feet to a point; thence North and parallel to the East line of said Block 71 a distance of 162 feet to a point on the North line of said Block 71; thence East along said North line of said Block 71 a distance of 173 feet to the point of beginning.

Subject to a 10 foot advertising roadway along the East line of said parcel.

With the address of 100 ACRES SUBDIVISION NO. 1
Block 71
Lot 57513
("Property Address")

Borrower holds all the improvements now or hereafter created on the property, and all minerals, oil, gas, coal, timber, cement, oil and gas rights and profits, water rights and other and all other now or hereafter a part of the property. All improvements and additons and structures to the property heretofore referred to in the Security Instrument as the "Property."

Borrower agrees that Borrower is lawfully owner of the estate hereby conveyed and has the right to grant and convey the property, and that the property is unencumbered, except the instruments of record, documents and all well defined generally the title to the property except all claimed and demands, either in law or equity, of others. The parties hereto acknowledge and agree the instrument with the above address covering real property.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 11th day of May, 1965.

1. Payment of Premiums. Borrower and Lender consent and agree as follows:

1. **Payment of Prepaid and Interest Payments and Late Charges.** Borrower shall promptly pay when due principal and interest on the debt contained in the Note and any prepayment and late charges due under the Note. Subject to applicable law or the written order of Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, and the Note is paid in full, a sum ("Funds") equal to the sum of (i) monthly payments and accumulated arrears plus any accrued priority over the Security Instrument, (ii) monthly principal of all past due and accumulated arrears plus any accrued priority over the Security Instrument, and (iii) monthly principal payments or prepayments on the Property. If any delinquent insurance premium and (iv) monthly insurance premium, if any. These sums are called "Funds". Lender may estimate the Funds during the term of the Note and reasonable estimates of future monthly sums.

The Funds shall be held in an escrow account of which Borrower or payment to a bank or some agency指定 Lender or Lender as such an authorized Lender shall apply the Funds to pay the escrow sums, unless Lender has no charge for holding and applying the Funds, including the amount of escrow fees, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree to setting that interest shall be paid on the Funds. Unless so agreed or otherwise by the Funds, Lender and Borrower may agree to setting that interest shall be paid on the Funds. Unless so agreed or otherwise by the Funds, Lender and Borrower may agree to setting that interest shall be paid on the Funds during credits and debits to the Funds, and the person for whom such funds in the Funds was made. The Funds are pledged as additional security for the sums required by the Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due date of the escrow fees, shall exceed the amount required to pay the escrow fees, then the excess shall be at Borrower's option, either promptly paid by Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow fees when the Borrower shall pay to Lender any amounts necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly return to Borrower any Funds held by Lender. If under paragraph 14 the Property is sold or acquired by Lender, any Funds held by Lender at the time of application is a credit against the sum secured by the Security Instrument.

2. **Application of Payments.** Unless otherwise so provided otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied first, to late charges due under the Note, second, to prepayment charges due under the Note, third, to amounts payable under paragraphs 2 through 10, fourth, to interest due and last, to principal due.

3. **Charged Liens.** Borrower shall pay all taxes, assessments, charges, fees and impositions attributable to the Property, which may attain priority over this Security Instrument, and incidental payments or ground rents, if any. Borrower shall pay those obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them or turn directly to the persons owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over the Security Instrument unless Borrower so agrees or is willing to do payment of the obligation secured by the lien in a manner acceptable to Lender, to commence a good faith bid, or defend against enforcement of the lien in legal proceedings which is at the Lender's expense, or give notice of commencement of the lien or foreclosure of any part of the Property, or its removal from the budget of the lien to agreement satisfactory to Lender authorizing the lien to the Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 30 days of the giving of notice.

4. **Planned Assessments.** Borrower shall keep the improvements now existing or hereafter created on the Property updated against time from time included within the term "planned changes" and the other methods for which Lender requires. The assessment shall be maintained in the amounts and for the periods that Lender requires. The amounts current pertaining to the valuation shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All assessment policies and procedures shall be acceptable to Lender and shall include a standard escrow clause. Lender shall have the right to hold the policies and documents. If Lender requires, Borrower shall promptly give to Lender all copies of said policies and documents. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make a claim of loss and reapply for the property. Lender and Borrower after notice written, insurance premiums shall be applied to cancellation or repair of the Property if damage to the structure is repairable and Lender's warranty is not violated. If the cancellation or repair is not reasonably feasible and Lender's warranty would be violated, the insurance premiums shall be applied or the sum equivalent to the security instrument, whether or not then due, with any excess paid to Borrower. If Borrower disclaims the Property, or does not accept within 30 days a notice from Lender that the insurance carrier has failed to settle a claim, then Lender may collect the insurance premiums. Lender may sue the persons or repair or replace the Property or at his own expense by the Security Instrument, whether or not then due. The 30-day period will begin when the notice given.

Unless Lender and Borrower otherwise agree in writing, any application of premiums to principal shall not exceed or postpone the due date of the monthly payments referred to in paragraph 1 and 2, change the interest rate of the amounts of monthly payments, if the Property is subject to Lender; Borrower's right to apply insurance policies and premiums resulting from damage to the Property prior to the expiration shall pass to Lender to the extent of the sums required by the Security Instrument notwithstanding payment to the insurance.

5. **Prepayment and Maintenance of Property Lessees.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is in a leasehold, Borrower shall comply with the provisions of the lease and if Borrower assigns the title to the Property, the lessee and lessee shall assume under Lender's rights in the Property. Without limitation,

6. **Prevention of Lender's Rights in the Property Mortgagor.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property held as a guarantee in bankruptcy, probate, for condemnation or by another law or agreement, then Lender may demand payment whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions shall include paying up sums secured by a lien which has priority over this Security Instrument, requiring a court, being reasonable attorney fees and costs in the Property or other losses. Lender may also act as under the paragraph 7. Lender does not have to do.

Any amounts due and owing to Lender under this paragraph 7 shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of commencement of the Note and shall be payable with interest, upon notice from Lender to Borrower.

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If Lender requested mortgagee consent as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirements for the insurance terminate in accordance with Borrower's and Lender's written agreement or applicable law.

1. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice of the time of or place at an inspection specifying reasonable cause for the inspection.

2. Confirmation. The proceeds of any recent or other fire damage, direct or consequential, or otherwise, are confirmation or other taking of any part of the Property, or for conveyance in lieu of confirmation, are hereby rejected 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 Security Instrument, whether or not that sum with any excess paid to Borrower. In the event of a partial taking of the Property, Lender and Borrower otherwise agree at writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the fair amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is destroyed by Borrower, or if, after notice by Lender to Borrower that the借款人 offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 10 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree at writing, any application of proceeds to principal shall not exceed or decrease the fair value of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower's Right Relating Furthermore By Lender Note & Waiver. Extension of the time for payment or acceleration of amortization of the sums secured by the Security Instrument granted by Lender to the Borrower in reliance of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors or assigns. Lender shall not be required to commence proceedings against any successor in interest or before its extended time for payment or otherwise modify amortization of the sums secured by the Security Instrument by reason of any default made by the original Borrower or Borrower's successors or assigns. Any nonrecourse by Lender in exercising any right or remedy shall not be a waiver of or preclude the existence of any right or remedy.

11. Successors and Assigns; Lender and Several Liability Considers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 12. Borrower's covenants and agreements shall be joint and several. Any Borrower who acquires this Security Instrument but does not receive the Note for conveying this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument shall not personally obligate to pay the sums secured by this Security Instrument, and (ii) agrees that Lender and any other Borrower may agree to cancel this Security Instrument.

12. Late Charges. If the loan secured by this Security Instrument is delayed on a day which falls outside from charge, and that day is finally interpreted so that the interest or other late charges collected or to be collected or demanded will for loan exceed the permitted limit, then (a) any such late charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any rates already collected from Borrower which exceed permitted limit will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund is so requested, the reduction will be treated as a new payment without any prepayment charge under the Note.

13. Liquidation Subjecting Lender's Rights. If exercised or otherwise of applicable law for the effect of vesting any portion of the Note in the Security Instrument unconditionally according to terms, Lender is to option, and receive immediate payment in full of all sums secured by this Security Instrument and may transfer and otherwise dispose of paragraph 16. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 16.

14. Notices. Any notice to Borrower provided for in the Security Instrument shall be given by delivering it or by mailing it to the class and unless applicable the required use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given to the class and to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. At the end of the provisions of this Security Instrument and the Note are included the following:

16. Borrower's Cops. Borrower shall be given one copy/ing of the Note and of this Security Instrument. → 17. Transfer of the Property or a beneficial interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person, without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of the Security Instrument.

18. Lender exercises the option. Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 10 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of the period, Lender may make any remedies permitted to this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Remedy. If Borrower meets certain conditions, Borrower shall have the right to bring enforcement of this Security Instrument commencement at any time prior to the earlier of (a) 5 days or such other period as applicable law may specify for commencement before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enjoining this Security Instrument. These conditions are that Borrower (a) pays Lender all sums which they would be due under this Security Instrument and the Note had no acceleration taken, (b) cure any defect of any other covenants or agreements, (c) pay all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney fees, and (d) takes such action as Lender may reasonably require to assure that the law of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall remain unchanged. Upon commencement by Borrower, the Security Instrument and the obligations secured thereby shall become fully effective as if no acceleration had occurred. However, this right is noncumulative and applies in the case of acceleration under paragraphs 18 or 17.

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Non-Deficiency Covenants. Borrower and Lender further covenant and agree as follows:

22. **Non-Deficiency Provisions.** Lender shall give notice to Borrower prior to acceleration under paragraphs 10 and 17 of any deficiency or non-deficiency Security Instrument that one year is available for the action required to cure the default, or such longer period as may be specified in the Security Instrument that one year is available for the action required to cure the default, whichever is greater. The notice shall specify the date the action is given to Borrower, by which the default must be cured, and 10 days before the date specified in the notice any right Borrower has to the exercise of the right to accelerate the deficiency or non-deficiency of a default or any other default, or 10 days from the date the notice is given to Borrower, by which the default must be cured, whichever is later. Lender shall have the right to bring a court action to assert the non-existence of a default or any other default after acceleration and sale of the Property. The notice shall further inform Borrower of the right to accelerate the deficiency and sale of the Property. The notice shall further inform Borrower of the right to accelerate the deficiency and sale of the Property if the default is not cured as or before the date specified in the notice. Lender may, at its option, make immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 22, including, but not limited to, reasonable attorney fees and costs of title evidence.
- If Lender invokes the power of sale, Lender shall execute or cause Lender to execute a written notice of the acceleration of the event of default and of Lender's intention to cure the Property as he sees fit and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale to the owner protected by applicable law to Borrower and to other persons protected by applicable law. After the date specified in the notice of sale or more particularly, at the time and manner protected by applicable law, Trustee, without demand or otherwise, shall sell the Property at public auction to the highest bidder or the claim and place and under the terms designated in the notice of sale or more particularly, at the time and manner protected by applicable law, Trustee may postpone sale of all or any portion of the Property as may be necessary. Lender shall deliver to the purchaser Lender's deed conveying the Property without key covenant or warranty, except that Lender's deed shall be subject to the purchase of the title in the following order: first to all encumbrances held by the Security Instrument; and to any encumbrances previously acknowledged title. Lender or Trustee shall provide evidence of the title of the subsequent owner, or Lender's deed shall be given back to Lender if the subsequent owner does not pay the purchase price. Lender shall apply the proceeds of the title in the following order: first to all amounts secured by the Security Instrument; and to any amounts secured by personalty held by Lender.
23. **Non-Deficiency.** Upon acceleration under paragraph 22 or abandonment of the Property, Lender or Trustee by notice or by publicly displayed notice shall be entitled to enter upon title documents of and remove the Property and to reduce the terms of the Property including those set forth above when reduced by the person or persons entitled to the security interest in the Security Instrument and to remove the excess of compensation of the Property and collection of rents, including but not limited to, reasonable attorney fees, structures on Borrower's behalf and reasonable storage fees, and then in the same sequence as the Security Instrument.
24. **Non-Deficiency.** Upon payment of all sums secured by this Security Instrument, Lender shall restore Trustee to ownership of the Property and shall surrender the Security documents and all other documents held under the Security Instrument to Lender. Trustee shall restore the Property, without warranty and without charge to the person or persons entitled to the Security interest in the Security Instrument. Lender may from time to time require Trustee and appoint a successor trustee to any subsequent assignment of title to the Property, the successor trustee shall answer to all the rights and obligations of the original trustee except for transfer between trustee appointed by Lender.
25. **Cost of Property.** The Property is not currently used for agricultural, timber or grazing purposes.
26. **Abandonment Fees.** As used in the Security Instrument and in the Non-Deficiency Sale, shall include any amount determined by no specific count.
27. **Redemption.** If one or more rights are retained by Borrower and another holder over the property instrument, the covenants and agreements of such such holder shall be incorporated herein and shall control the covenants and agreements of this Security Instrument in all the respects where a part of the Security Instrument (Credit) specifies otherwise.

- Additional Real Estate**
- Confidential Disclosure Policy**
- Other(s) [initials]**

2. Confidentiality Policy**2. Non-Deficiency Sale****3. Plaintiff Case Disposition Policy**

By signing below, Borrower accepts and agrees to the terms and conditions contained in the Security Instrument and any addendum thereto, executed with it.

Date: June 22, 2001 for Acceleration

STATE OF

COUNTY OF

PARISH

The foregoing instrument was acknowledged before me on the

May 22, 2001

Notary Public

Notary Public
State of Louisiana
County of Jefferson
Parish of Jefferson

Notary Public

State of

Notary Public
State of Louisiana
County of Jefferson
Parish of Jefferson

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STATE OF OREGON: COUNTY OF CLACKAMAS

Filed for record or response of Johnnie Mae Johnson
of Def. A.D. # 37 C-27 dated 2 M. and duly recorded in Rec.
on Aug. 1987

Fee \$21.00

Deputy Sheriff, Clackamas Co.

[Signature]