

CHERRY HILL, N.J. (UPI) - The Cherry Hill Police Department is looking for a man who was seen running from the police in the early morning hours of Monday.

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DEED OF TRUST

TEACH THE PEOPLE HOW TO SAVE AND LOAN ASSOCIATION

100-443887-100

CONFIDENTIAL

...the ... of ...

SECRETARY OF THE ARMY

by London pursuant to the foregoing, and in accordance with the request of the Government of the United Kingdom, London, as London's official agent in the matter.

SUBJECT: [REDACTED]

Secured Party:

... AS OF FALSELY ALLEGED TO THE CASE OF ...

U. S. DEPARTMENT OF AGRICULTURE
BUREAU OF PLANT INDUSTRY

[illegible]

~~SECRET~~

Original
The Court

17. Information concerning the following items should be furnished to the Bureau:

Sanjour is referred to as the Society's "historian" in the "Report".

~~I hereby certify that the foregoing is a true and correct copy of the original as same appears in my examination.~~

THE SECRETARY OF THE ARMY AND NAVAL DEPARTMENT

~~CONFIDENTIAL - SECURITY INFORMATION~~

~~SECRET~~

1. **Payment of Principal and Interest, Prepayments and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 2. **Forfeiture of Earned Interest.** Subject to applicable law or the written answer by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note until the Note is paid in full, a sum ("Forfeiture") equal to one month's of full monthly payments and assessments which may attach priority over the Security Instrument, the equity in household payments or general debts on the Property, if any, (a) monthly interest, (b) monthly insurance premiums, and (c) monthly taxes of current fees and assessments of future services thereon.

The Forfeiture shall be held in satisfaction of the debt or account of which it is secured or guaranteed by a security or other agency including Lender if Lender is such an institution. Lender shall apply the Forfeiture to pay the current items. Lender may not charge for holding and applying the Forfeiture, but may charge the account or writing the current items, unless Lender pays Borrower interest on the Forfeiture and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Forfeiture. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Forfeiture. Lender shall give to Borrower, without charge, an annual accounting of the Forfeiture showing credits and debits to the Forfeiture and the purpose for which each debit to the Forfeiture was made. The Forfeiture is pledged as additional security for the debt secured by the Security Instrument.

If the amount of the Forfeiture held by Lender, together with the future monthly payments of Forfeiture payable prior to the due date of the current items, shall amount the amount required to pay the current items when due, the current items shall be paid at Borrower's option, either promptly upon receipt of the Forfeiture or credited to Borrower in monthly payments of Forfeiture. If the amount of the Forfeiture held by Lender is not sufficient to pay the current items when due, Borrower shall pay to Lender an amount necessary to make up the deficiency in one or more payments as required by Lender.

5. **Forfeiture of Forfeiture.** If Lender pays to the Property a sum or sums secured by the Security Instrument, Lender shall promptly refund to Borrower any Forfeiture held by Lender if Lender pays to the Property a sum or sums secured by the Security Instrument, Lender shall apply, in full, any Forfeiture against the sum secured by the Security Instrument.

3. **Application of Payments.** Unless applicable law provides 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 paragraph 2, fourth, to interest due and last, to principal due.

4. **Charge Lien.** Borrower shall pay all taxes, assessments, charges, fees and obligations attributable to the Property which may attach priority over the Security Instrument, and household payments or general debts, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person 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 has agreed in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender. If Borrower is paid the lien by, or defends against enforcement of the lien in legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property or its interest from the holder of the lien as a result of satisfaction to Lender of the lien or the Security Instrument, if Lender determines that any part of the Property is subject to a lien which may attach priority over the Security Instrument, Lender may give Borrower a notice of satisfaction of 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.

5. **Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, lightning, theft, windstorm, hail, flood, earthquake, explosion, riot, civil commotion, sabotage, nuclear energy, and any other hazards for which Lender requires insurance. The insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and amounts shall be assignable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and amounts. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, 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, if the restoration or repair is economically feasible and Lender's security is not impaired. If the restoration or repair is not economically feasible or Lender's security would be impaired, the insurance proceeds shall be applied to the sums secured by the Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has advised a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by the Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 11 the Property is acquired by Lender, Borrower's right in any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender in the event of the sums secured by the Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property Landscaping.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or become vacant. If the Security Instrument is in a recorded form, Borrower shall comply with the provisions of the Note, and if Borrower acquires fee title to the Property, the household and furniture shall not merge unless Lender agrees in the merger in writing.

7. **Protection of Lender's Right in the Property, Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in the Security Instrument, or there is a legal proceeding that may significantly affect Lender's right in the Property (such as a proceeding to foreclose, partition, for condemnation or to enforce laws or regulations that Lender may demand pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property), Lender's actions may include paying any sums secured by a lien which has priority over the Security Instrument, appearing in court, paying reasonable attorney's fees and carrying on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts determined by Lender under this paragraph 7 shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree in writing, these amounts shall bear interest from the date of determination at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower demanding payment.

If Lender requires mortgage insurance 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 requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

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

In the event of a total taking of the Property, the proceeds shall be applied in the same manner as this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced to the amount of the proceeds multiplied by the following fraction: (a) the total 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 abandoned by Borrower, or if, after notice by Lender to Borrower that the abandonment effect is made in respect to certain claims for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to sell and apply the proceeds, at its option, either to reconstruction 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 in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Forfeiture by Lender Not a Waiver. Extension of the time for payment or modification or acceleration of the sums secured by this Security Instrument granted by Lender to any borrower or mortgagor of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify acceleration of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right it reserves shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability Co-signers. 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 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note, but is co-signing this Security Instrument only as mortgagee, grant and covenor, the Borrower's interest in the Property under the terms of this Security Instrument, (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, further or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

12. Late Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum late charges, and that law is finally interpreted to limit the interest or other loan charges collected or to be collected in connection with the loan beyond the permitted limits, then (a) any such late charges shall be reduced by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limits 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 reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may make any remedies permitted by paragraph 14. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. Notice. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires 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 by first class mail 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one confirmed copy 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 for 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 this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered in mailed envelope which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand to Borrower.

18. Borrower's Right to Reimbursement. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the end of the 60-day or such other period as applicable law may specify for acceleration before sale of the Property pursuant to any power of sale contained in this Security Instrument or the terms of a judgment enforcing this Security Instrument. Those conditions are that Borrower (a) pay Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred, (b) make any deposit of any other covenants or agreements (c) pay all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, and (d) take such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon satisfaction by Borrower of this Security Instrument and the obligations secured hereby shall remain fully effective as if acceleration had occurred. However, this right to reimbursement shall not apply in the case of acceleration under paragraphs 14 or 17.

NON-EXHAUSTIVE CONVENIENTS Borrower and Lender further covenant and agree as follows:

18. **Acceleration; Breach.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that, not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise. The notice shall specify (a) the default; (b) the action required to cure the default; and (c) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further advise Borrower of the right to rescind after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require 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 18, including, but not limited to, reasonable attorneys' fees and costs of title insurance.

19. **Lender invokes the power of sale.** Lender shall exercise or cause Trustee to exercise a written notice of the acceleration of an event of default and of Lender's election to cause the Property to be sold 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 in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time specified by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale or any or more parties and in any other Lender determines. Lender may purchase all or any part of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The methods in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

20. **Lender in Possession.** Upon acceleration under paragraph 14 or abandonment of the Property, Lender or person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those just due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, payments on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing sums secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any reconveyance costs.

22. **Substitute Trustee.** Lender may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

23. **Cure of Property.** The Property is not currently used for agricultural, timber or grazing purposes.

24. **Attorneys' Fees.** As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

25. **Notes to this Security Instrument.** None or more notes are executed by Borrower and recorded together with this Security Instrument. The covenants and agreements of each such note shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the notes were a part of this Security Instrument. [Check applicable box(es)]

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ 2-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | |
| ☐ Other(s) [specify]: | | |

26. **Signatures Required.** Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any related document by Borrower and recorded with it.

Steven Rob Arthur (SRA)
Steven Rob Arthur
Leigh Ann Arthur (LAA)
Leigh Ann Arthur

(Show Date This Day for Acknowledgment)

BOOKED OF 085010 ST
COUNT OF 1

This Security Instrument was acknowledged before me this 11th day of May, 1997

by Steven Rob Arthur and Leigh Ann Arthur

(Personal Acknowledgment)

BY Commissioner 10-3-90

Robert T. Tucker (RTT)
Robert T. Tucker

This instrument was posted by Church First Federal Savings and Loan Association

ADJUSTABLE RATE LOAN RIDER

8669

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this 14th day of May, 1981, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to CHASE FIRE SERVICE, SAVINGS AND TRUST ASSOCIATION (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 2402 S. LAMAR, S.E., KENNESHA, WASH., 98147

PROPERTY ADDRESS

Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of 8.00%. The Note interest rate may be increased or decreased on the 1st day of the month beginning on September 1, 1981 and on that day of the month every twelve months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the One Year U.S. Treasury Note.

☒ Contract Interest Rate. Purchase of Previously Occupied Homes. National Average for all Major Types of Lenders published by the Federal Home Loan Bank Board.

☐ Cost of Funds. Lender's cost of funds for the term of the loan.

See Article 1 of the Note for a complete description of the interest rate adjustment provisions.

☐ There is no maximum limit on changes in the interest rate at any Change Date.

☐ The interest rate cannot be changed by more than 2.00 percentage points at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES

It shall be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then (A) any such loan charge shall be reduced to the amount necessary to reduce the charge to the permitted limit, and (B) any sums already collected from Borrower which exceed the permitted limits 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.

C. PRIOR LIENS

If Lender determines that all or any part of the notes secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower agrees to execute an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (A) an increase in the current loan interest rate, or (B) an increase in the assumed 48th day of the month of any rate increase, or (C) a change in the loan index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.

which a limit on the interest rate adjustments during the life of the loan of plus or minus three (3) - 3.00% percentage points.

Simon R. C. C.
Steven R. C. C.
Lydia A. C. C.
Lydia A. C. C.

"I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears to me."

STATE OF OREGON, COUNTY OF CLATSOP

Filed for record at request of Thompson Title Company
on May 19, 1981 at 1:30 o'clock P.M. and duly recorded in Vol. 173
of Plat on Page 247

FILE

171-17

By Thompson Title Company
Notary Public, Clatsop County, Oregon