

Please enclose please return to

74965

Church First Federal Savings & Loan
P. O. Box 5230
Church Falls, OR 97001

State of Oregon, County of Clatsop

DEED OF TRUST

THIS DEED OF TRUST (Security Instrument) is made on May 21, 1974, by and between David June J. Dornier, a single man, (Borrower) and the Church First Federal Savings and Loan Association, a corporation organized under the laws of the United States of America, and whose address is 520 South Street, Church Falls, Oregon 97001 (Lender).

Borrower owes Lender the principal sum of Twenty-Five Thousand and no/100 Dollars (\$25,000.00). The debt is evidenced by Lender's note dated the same date as this Security Instrument ("Note") which provides for monthly payments, with the full pay of any past or future, due and payable on May 15, 1975. The Security Instrument secures to Lender the payment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications, the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of the Security Instrument, and the performance of Borrower's covenants and agreements under the Security Instrument and the Note. For this purpose, Lender irrevocably grants and assigns to Lender in trust, with power of sale, the following described property located in Clatsop County, Oregon:

*(4) The repayment 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, at Lender's option prior to full reconveyance of the Property by Lender to Borrower, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said notes are secured hereby.

The South 10 feet of Lot 4, together with the 1/2 of the adjacent vacated alley of Lot 4 and the South 1/4 feet of Lot 5 and all of Lot 16, Block 18, 1ST SPRINGS ADDITION TO THE CITY OF CHURCH FALLS, in the County of Clatsop, State of Oregon.

See attached Adjustable Rate Loan Rider made a part herein.

which has location of 2041 Ingraham Avenue, Church Falls, Oregon 97001 (Property Address).

Borrower owns all the improvements now or hereafter erected on the property, and all equipment, rights, appurtenances, water, mineral, natural oil and gas rights and profits, water rights and ditch and all fixtures now or hereafter a part of the property. All improvements and additions shall also be secured by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT contains certain covenants for national use and two uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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General Conditions. Borrower and Lender agree as follows:

1. Payment of Principal and Interest: Payments and Life Charge. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charge for under the Note as Lender on the day each payment is due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of (a) yearly taxes and assessments which may attach prior to the Security Instrument, its party household payments or ground rents on the Property, if any, (b) yearly household insurance premiums, and (c) yearly mortgage insurance premiums, if any. These items are called "income items." Lender may estimate the Funds due in the absence of current data and reasonable estimates of future income items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the income items. Lender may not charge for holding and applying the Funds, including the account or verifying the income items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. 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 Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the debt secured 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 income items, shall exceed the amount required to pay the income items when due, the excess shall be at Borrower's option, either promptly repaid to Borrower or credited to Borrower as monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the income items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

These payments in full of all sums required by the Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 1(b) the Property is sold or acquired by Lender, Lender shall apply to the proceeds immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

2. 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.

3. Charges, Lien. Borrower shall pay all taxes, assessments, charges, fees and expenses attributable to the Property which may attach prior to the Security Instrument, and household payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 1, 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 records of amounts paid and outstanding the payments. 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 is acting in writing in the payment of the obligation secured by the lien as a mortgage acceptable to Lender, the amount is paid from the lien by, or defense against enforcement of the lien is, 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 (c) action from the holder of the lien as agreement, satisfactory to Lender, subordinating the lien to 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 identifying the lien. Borrower shall satisfy the lien or release one or more of the actions set forth above within 30 days of the giving of notice.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, lightning, theft and other perils, including or hereafter included in the Property insurance contract. This insurance shall be maintained in the amount and for the period the Lender requires. The insurance covering the improvements shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and contracts shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and contracts. If Lender requires, Borrower shall promptly give to Lender all receipts of past 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 maintenance or repair of the Property damaged. If the maintenance or repair is economically feasible and Lender's security is not impaired, if the maintenance or repair is not economically feasible or Lender's security would be impaired, the insurance proceeds shall be applied to the sums secured by this 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 offered to make a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or improve the Property or to pay sums secured by this 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 or interest or in paragraph 1 and 2 or change the amount of the payments. If under paragraph 1(b) the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by the Security Instrument immediately prior to the acquisition.

5. Preservation and Maintenance of Property: Leasehold. Borrower shall not destroy, damage or substantially change the Property, unless the Property is damaged or changed under the Security Instrument as a standard. Borrower shall comply with the provisions of the lease, and if Borrower requires for use of the Property, the leasehold and for other use shall not be made unless Lender agrees in the manner as writing.

6. Protection of Lender's Rights 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 substantially affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for administration or to enforce laws or regulations), then Lender may demand, pay for, whenever a necessary argument for 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 otherwise under the paragraph 1, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree another method of payment, these amounts shall bear interest from the date of disbursement at the Note rate (not shall be payable, with interest, upon notice from Lender to Borrower demanding payment).

If Lender reported 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 requirements for the insurance termination are met 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 of the time of or prior to any 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 consequential loss 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 to the sums secured by 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 by 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 underwriter offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the underwriter gives Lender a written offer to collect and apply the proceeds, at its option, either in satisfaction or in part of the Property or in the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds as 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 From Borrower By Lender Not a Release. Extension of the time for payment or modification of amounts of the sums secured by this Security Instrument granted by Lender to any borrower is not a release of Borrower from the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any borrower or refuse to extend time for payment or otherwise modify amounts of the sums secured by this Security Instrument by reason of any default made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound. Lender and Borrower, Co-obligors. 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-opts this Security Instrument but does not execute the Note (a) is co-opting this Security Instrument only to mortgage, grant and convey that 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 in writing, before or after any assignments with respect to the terms of this Security Instrument or the Note without the Borrower's consent.

12. Loan Charge. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then (a) any such loan charge 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. Liquidation Affecting Lender's Rights. If enactment or expiration of applicable law has the effect of reducing any provision of the Note or this Security Instrument inconsistent with or to the detriment of Lender, or if, upon any earlier mandatory payment in full of all sums secured by this Security Instrument and any sums then due, 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 under 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 the same 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, Jurisdiction. 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 any 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 instrument 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 or mailed unless 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 make any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Foreclose. If Borrower meets certain conditions, Borrower shall have the right to have satisfaction of the Security Instrument determined at any time prior to the end of the 90-day or such other period as applicable law may specify for commencement before sale of the Property pursuant to any power of sale contained in the Security Instrument, or the entry of a judgment enforcing the Security Instrument. Those conditions are that Borrower (a) pays Lender all sums which then would be due under the Security Instrument and the Note and no acceleration occurred, (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing the Security Instrument, including, but not limited to, reasonable attorney's fees, and (d) takes such action as Lender may reasonably request to ensure 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, the Security Instrument and the obligations secured hereby shall become fully effective as if no acceleration had occurred. However, this right to exercise shall not apply in the case of acceleration under paragraph 13 or 17.

18. **Acceleration of Maturity.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument that may give rise to acceleration under paragraph 13 and 14 unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; and (c) the date on which the notice is given to Borrower. If the action required to cure the default is not taken by the date specified in the notice, the notice may result in acceleration of the entire indebtedness after acceleration and the right to bring a court action to enforce the non-payment of a default or any other default of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender may require immediate payment in full of all sums secured by this Security Instrument without further demand and may involve 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 attorney's fees and costs of this instrument.

19. **Lender's remedies.** Lender shall exercise or cause Trustee to exercise a written notice of the acceleration of all sums secured by this Security Instrument to the extent of 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 provided by applicable law to Borrower and to other persons provided by applicable law. After the date holder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any other place of any previously scheduled sale, Lender or its designee may purchase the Property at any sale.

Lender shall deliver to the purchaser Lender's deed conveying the Property without any covenant or warranty, expressed or implied. The notice in the Lender's deed shall be given in full evidence of the terms of the documents and shall be subject to the provisions of the sale in the following order: (a) all expenses of the sale, including, but not limited to, reasonable Lender's and attorney's fees and all costs incurred by the Security Instrument and of any costs in the payment or payment of this instrument.

20. **Lender in Possession.** Upon acceleration under paragraph 18 or acceleration of the Property, Lender in 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 sums of the Property including their part due. Any sums collected by Lender in the exercise of this power shall be paid to the holder of the Property and collection of sums, including, but not limited to, Lender's fees, premiums on receiver's bonds and reasonable attorney's fees, and fees in the sums secured by the Security Instrument.

21. **Discharge.** Upon payment of all sums secured by this Security Instrument, Lender shall cause Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without covenants and without charge to the person or persons legally entitled to the Property or persons who pay any consideration therefor.

22. **Subsequent Action.** Lender may from time to time receive Trustee and appoint a receiver to see to the proper management of the Property. The receiver shall collect all the sums due and sums secured upon this instrument and by applicable law.

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

24. **Assignment.** As used in this Security Instrument and in the term "attorney's fees" shall include any attorney's fees incurred by an assignee.

25. **Notice to the Security Instrument.** Herein and thereinafter contained by Borrower and recorded together with this Security Instrument, the covenants and agreements of each party hereto shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the material were a part of this Security Instrument. (Check applicable box(es))

- | | | |
|---|---|---|
| ☒ Adjustable Rate Rider | ☐ Construction Rider | ☐ 2-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | |
| ☐ Other(s) (Specify) | | |

26. **Borrower's Acknowledgment.** Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any exhibits hereto, including, but not limited to, this instrument.

David Donald Brown
David Donald Brown

Notary

STATE OF MISSISSIPPI
COUNTY OF CLAY

This Security Instrument was acknowledged before me on this 11 day of May, 1987.
By David Donald Brown _____

My Commission expires 7-6-90

David Donald Brown
Notary Public



This document was prepared by Clayton Pierce National Savings and Loan Association

ADJUSTABLE RATE LOAN RIDER

NOTE: 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 20th day of May, 1982, 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 the Borrower's Note to the Lender (the "Note") and covering the property described in the Security Instrument and located at 1942 1st Avenue, Eugene, Oregon 97402.

ARTICLE A

McWhorter. 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 7.75%. The Interest rate may be increased or decreased on the 1st day of the month beginning on September 1, 1982, and on that day of the month every 12 months thereafter.

Changes in the interest rate are governed by changes in a national rate index called the "Index". The Index is the First National City Index.

The "Index" is the "Current Interest Rate, Factors of Fundraising Composite Index, National Average for all Major Types of Loans" published by the Federal Home Loan Bank Board.

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 could 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 fees charges collected on it be inferred in connection with the loan would exceed permitted limits. If this is the case, then (A) any such loan charge shall be reduced by 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 same secured by this Security Instrument are subject to a lien which has priority over the Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure 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 (1) an increase in the current loan interest rate, or (2) an increase in the amount of the limit on the amount of any new or existing charge (if there is a limit), or (3) a change in the loan index figure, or all of them, as a condition of Lender's making the transfer to another provided in paragraph 17.

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

Attach a label on the interest rate adjustments during the life of the loan of plus or minus three (±3.00) percentage points

David Donald Down on David Donald Down

STATE OF OREGON: COUNTY OF CLATSOP: Filed for record as required of A.B. 39 on 11/10/82 at 1:00 PM and duly recorded in Vol. 111, Page 111.