

1. 1. The first
 2. 2. The second
 3. 3. The third
 4. 4. The fourth
 5. 5. The fifth
 6. 6. The sixth
 7. 7. The seventh
 8. 8. The eighth
 9. 9. The ninth
 10. 10. The tenth

Vol. 107 Page 5025

~~SECRET~~

DEED OF TRUST

Let it be noted, that Mr. HILL, being anxious to connect
to the official plot current on file in the office of the County Clerk
at Elsworth County, Oregon.

Save attached affidavits. Don't lose them under a year's time.

~~The undersigned hereby assigns all the improvements now or hereafter made on the property, and all new inventions, experiments, plans, models, material, oil and gas rights and profits, water rights and stock and all things now or hereafter part of the property, and all processes and methods that shall be invented by the said inventor, now or hereafter, and all the claims, demands and rights therein, to the Secretary of the Treasury.~~

~~This document contains information which is exempt from release under the provisions of the Freedom of Information Act, 5 U.S.C. 552.~~

~~THIS DOCUMENT CONTAINS UNCLASSIFIED INFORMATION AND IS NOT TO BE DISTRIBUTED OUTSIDE THE OFFICE OF THE DIRECTOR OF NATIONAL INTELLIGENCE~~

~~CONFIDENTIAL - SECURITY INFORMATION~~

~~SECRET~~

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. Impairment. Lender or its agent may make reasonable entries upon and impairments of the Property. Lender shall give Borrower notice of the time of or prior to an inspection specifying reasonable cause for the impairment.

9. Condemnation. On payment 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 compensation 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 to the sums secured by this Security Instrument, whether or not then due, with any sums 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 condemnation offers to make an award or award a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to enter and apply the proceeds, at its option, either to maintenance 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 Debaudant; Forfeiture by Lender Not a Waiver. Extension of the time for payment or modification of acceleration of the sums secured by this Security Instrument granted by Lender to any borrower or members 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 borrower or member or release or extend time for payment or other voluntarily 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 or remedy shall not be a waiver 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 has done so to execute the Note and in co-signing this Security Instrument (a) is not personally obligated to pay the sums secured by this Security Instrument, and (b) agrees that Lender and any other Borrower may agree to extend, modify, further or make any amendments with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. 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 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 exceed permitted limits will be refunded to Borrower. Lender may choose to make the 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. Lender's Waiving Lender's Rights. If enactment or expiration of applicable law 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 invoke any remedies permitted by paragraph 14. If Lender exercises this option, Lender shall follow the steps specified in the second paragraph of paragraph 14.

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 below 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 to a third party 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 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 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstatement. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the expiration of the "day" for each other period as applicable law may specify for reinstatement before sale of the Property pursuant to any power of sale contained in this Security Instrument or its entry 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) cover any default 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) takes 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 obligations to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstatement shall not apply in the event of acceleration under paragraphs 13 or 17.

Notwithstanding to the contrary, Lender further covenants and agrees as follows:

18. **Acceleration; Default.** 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 14 unless applicable law provides otherwise. The notice shall specify: (a) the default; (b) the action required to cure the default; and (c) how long it has been due. If the date the notice is given to Borrower, by which the default must be cured, and all that failure to cure the default on or before the date specified in the notice may result in acceleration of the loan secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to redeem the loan prior to acceleration and the right to bring a court action to prevent the acceleration of a default or any other action that 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 attorneys' fees and costs of this instrument.

19. Lender involves the power of sale, Lender shall execute or cause Trustee to execute a written notice of the acceleration of an event of default and of Lender's intention 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 as is required 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 in one or more parcels and in any order deemed appropriate. Trustee may postpone sale of all or any part of the Property by public announcement at the time and place of any previously scheduled sale. Lender or Trustee may purchase the Property at any sale.

20. Lender shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The purchaser 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: first to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees for all sums secured by this Security Instrument, and to any sums due to the person or persons legally entitled to.

21. Lender in Possession. Upon acceleration under paragraph 19 or acceleration 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 past 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, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

22. **Insurance.** 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 sums evidencing debt 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.

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

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

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

26. **Notes to this Security Instrument.** If one 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 material were a part of the Security Instrument. (Check applicable box(es))

☒ Adjustable Rate Rider

☐ Continuation Rider

☐ 1-4 Family Rider

☐ Guaranteed Payment Rider

☐ Planned Unit Development Rider

☐ Other (Specify)

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and every note, if any, executed by Borrower and recorded herewith.

Robert H. Ellington (Sd)

Robert H. Ellington (Sd)

After due this day for acknowledgment

STATE OF ARIZONA

COUNTY OF NAVAJO

This Security Instrument was acknowledged before me on the 23rd day of Nov., 1987

by Robert H. Ellington and Robert H. Ellington

(Print names of parties)

Notary Public expires 10-13-90

Robert H. Ellington (Sd)

Notary Public

This instrument was prepared by Navajo First Federal Savings and Loan Association

