

RECEIVED
CLARK COUNTY REC'D.
CLARK COUNTY REC'D.
RECEIVED
CLARK COUNTY REC'D.

74974

Page 2000

DEED OF TRUST

THIS DEED OF TRUST ("Deed") is made this 15th day of May, 1968, by and between CLARK COUNTY BANK AND TRUST CO., a national bank and corporation, having its principal place of business at 1111 Commercial Street, Vancouver, Washington, and CLARK COUNTY BANK AND TRUST CO., a division of CLARK COUNTY BANK AND TRUST CO., which is organized and existing under the laws of the State of Oregon, and whose address is 1001 1/2 1st St., Vancouver, Washington, 98660, hereinafter referred to as "Lender". The beneficiary is CLARK COUNTY BANK AND TRUST CO. ASSOCIATION, which is organized and existing under the laws of the State of Oregon, and whose address is 1001 1/2 1st St., Vancouver, Washington, 98660, hereinafter referred to as "Beneficiary". This Deed is made for the purpose of securing the payment of the sum of \$10,000.00, plus interest thereon, due and owing to Lender, on the principal amount of the Note, together with all interest, expenses and costs of collection, and the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument, and for the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Lender, a trust, with power of sale, the following described property located in [REDACTED], Clackamas County, Oregon:

"(A) 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 commencement of the Property by Borrower to Beneficiary, 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 bearing their own date and secured hereby.

Lot 13 No Block A, DIRECTOR RD. NW, VINE MOUNTAIN, OR 98684, according to the official plan record on file in the office of the County Clerk of Clackamas County, Oregon.

See attached Affidavit from Bank Officer under a prior heading.

RECEIVED CLARK COUNTY REC'D.
CLARK COUNTY REC'D.
RECEIVED CLARK COUNTY REC'D.
CLARK COUNTY REC'D.

Borrower grants all the improvements now or hereafter owned on the property, and all fixtures, equipment, tools, supplies, material, oil and gas rights and profits, water rights and stock and all things now or hereafter owned on the property, all documents and instruments evidencing the Security Instrument, All of the foregoing subject to the Security Instrument as the "Property".

Borrower covenants that he/she is lawfully owner of the above property named and has the right to grant and convey the Property and that the Property is unencumbered except for encumbrances of record, Borrower agrees and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT contains evidence sufficient to establish the fact that the above

[REDACTED]

- 1. Payment of Principal and Interest Payments and Late Charge.** Borrower shall promptly give to Lender all principal and interest payments made by Borrower under the Note, and the principal and interest payments made by Lender to the City under its participation under the Note, until the Note is paid in full, a sum ("Funds") equal to one-half of all yearly rents and advances which may accrue generally over the factory location, all yearly rent/rental payments or general rents on the Property. If less than yearly because tenant premium and all yearly rent/rental payments, if any. These rents are called "Security Rents." Lender may claim the Funds, due at the time of payment, and the amount of such amounts of security rents.

The Funds shall be held by Lender to constitute the deposit or advance of which any principal or payment due to a holder or trustee holding Lender's interest in the Funds, or to pay the same, when Lender may call for holding and retaining the Funds, applying the amount or verifying the same, 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 another shall be held on the Funds. Unless so agreement is made or applicable law requires payment to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds, unless Lender gives Borrower, without charge, an account showing of the Funds, allowing credits and debits to the Funds, and the particular which each debt to the Funds was made. The Funds are pledged as additional security for the note, according to the factory location.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the last date of the security note, which exceed the amount required to pay the current debts when due, the excess shall be in Borrower's option, either promptly paid to Borrower or retained as security for ownership payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the same note when due, Borrower shall pay to Lender any amount necessary to satisfy the deficiency, to the extent of such payment, in accordance with Lender.

If the payment in full of all rents earned by the Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under management by the Property would be acquired by Lender, Lender shall apply, or later immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of acquisition and credit against the amount received by the Security Instrument.

- 1. Application of Payments.** Unless otherwise 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 payment charges due under the Note, third, to interest due under paragraph 2, fourth, to income due, and last to principal due.

4. Other Liens. Borrower shall pay all taxes, assessments, charges, fees and compensation attributable to the Property, which may accrue priority over the Security Instrument, and household payments or general rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 1, or if not paid at that manner, Borrower shall pay them on time directly to the person due payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under the paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payment.

Borrower shall promptly discharge any lien which has priority over the Security Instrument unless Borrower is agreed to remain in the possession of the property secured by the lien as a security acceptable to Lender. In addition, it goes to the fact by, or defense, agent or manager of the holder, legal proceeding which is the Lender's security, operates to cancel the enforcement of the lien or foreclosure of any part of the Property, or otherwise from the holder of the lien as 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 affect priority over the Security Instrument, Lender may give Borrower a written demand for cancellation. Borrower shall notify the lien or holder within ten days of the notice or first notice within 10 days after giving notice.

1. Leased Business. Borrower shall keep the improvements now existing or hereafter erected on the Property, subject to lease by Lender to another within the term "existing business," and no other business for which Lender agrees otherwise. The revenue shall be remitted to the Lender, and for the period that Lender remains, the income to be used providing the remainder shall be claimed by Borrower subject to Lender's approval, which shall not be unreasonably withheld.

All insurance policies and amounts shall be acceptable to Lender and shall include a condition mortgage clause. Lender shall have the right to hold the policies and amounts. If Lender requires, Borrower shall promptly give to Lender all amounts 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 good of loss from funds provided by Borrower.

Unless Lender and Borrower otherwise agree, in writing, no application of premiums in principal shall be applied to cancellation of any of the Property damage, if the restoration or repair is commercially feasible and Lender's security is not breached. If the cancellation or repair is not commercially feasible or Lender's security would be breached, the insurance proceeds shall be applied to the same incurred by the Security Instrument, whether or not due date with any claim paid to Borrower. If Borrower maintains the Property, or does not restore within 30 days a notice from Lender that the insurance carrier has failed to make a claim, then Lender may collect the same, and payment Lender may use the proceeds to repair or restore the Property or to pay sums required by the Security Instrument, whether or not due date. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of premiums in principal shall not cancel or postpone the due date of the principal payment referred to in paragraphs 1 and 2 or change the amount of the payment. If under paragraph 1, 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 in the event of the same incurred by the Security Instrument, commercially prior to the acquisition.

4. Possession and Maintenance of Property, Lender's Right. Borrower shall not damage, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If the Security Instrument is not a leasehold, Borrower shall comply with the provisions of the law, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not negatively affect Lender's rights or the property in writing.

2. Protection of Lender's Rights in the Property, Nonnegotiable Instruments. 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, such as a proceeding in bankruptcy, petition for confirmation or to enforce liens or judgments, then Lender may do and 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 received by a lien which has priority over the Security Instrument, applying to court, paying reasonable attorney fees and expenses on the Property to make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

Any amount due under this Lender under this paragraph 2 shall become an unpaid 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 disbursement on the Note rate and shall be payable with interest upon notice from Lender to Borrower.

If Lender requires mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premium required to maintain the insurance in effect until such time as the requirements for the insurance are discontinued or withdrawn by 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 written notice of prior to any inspection, giving reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, damage or consequential, or otherwise, to any condemnation or other taking of any part of the Property, or for compensation in lieu of condemnation, are hereby deposited and held by Lender.

In the event of a total taking of the Property, the proceeds shall be applied as the same accrued 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 under Borrower and Lender after notice of taking, the same retained by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the same accrued 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 conditions affect to render it unsuitable for habitation, Borrower fails to respond to Lender within 30 days after the date of notice is given, Lender is authorized to enter and apply the proceeds, as its option, either to restoration or repair of the Property or to the same security for this Security Instrument, whichever is less favorable.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or surpass the due date of the monthly payment referred to in paragraphs 4 and 14 or charge the amount of next payment.

10. Borrower Not Released Pursuant to Lender Note or Waiver. Extension of the time for payment or modification of the amount of the same accrued by this Security Instrument granted by Lender to any Borrower in respect of Borrower shall not operate to release the liability of the original Borrower or Borrower's assignee in respect. Lender shall not be required to commence proceedings against any Borrower in respect of either to extend time for payment or otherwise modify the amount of the same accrued by this Security Instrument by reason of any default made by the original Borrower or Borrower's assignee in respect. Any Borrower by Lender is exercising any right or remedy shall not be deemed to in practice the extinction of any right or remedy.

11. Successors and Assigns; Notes and Second Mortgages; Covenants. The covenants and agreements of the Security Instrument shall bind 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 changes the Security Instrument but does not change the Note, but co-signs the Security Instrument only as mortgagee, grant and convey that Borrower's interest in the Property under the terms of the Security Instrument, (a) is not personally obligated to pay the same accrued by this Security Instrument, and (b) agrees that Lender and any other Borrower may agree to extend credit, further or make any accommodations, with regard to the terms of the Security Instrument or the Note without the Borrower's consent.

12. Late Charge. If the time accrued by this Security Instrument is subject to a late which has maximum late charge, and that late is finally imposed to that the current or other late charges collected or to be collected in connection with the late exceed the permitted limit, then, (a) any such late charge that is retained by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected from Borrower which exceeded permitted limit 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 is so made, the reduction will be treated as a general payment, without any prepayment charge under the Note.

13. Limitation of Lender's Rights. If enforcement or expiration of applicable law has the effect of limiting any provision of the Note or this Security Instrument enforceable according to its terms, Lender, in its option, may require immediate payment or full of all sums accrued by this Security Instrument and may waive any remedies provided by paragraph 14. If Lender exercises the option, Lender shall take the steps specified in the second paragraph of paragraph 14.

14. Notices. 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 the 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 the end of the protection of this Security Instrument and the Note, no conflict is intended.

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 transferred by a beneficial interest in Borrower is sold, 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 amounts accrued by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law or if the terms of this Security Instrument.

18. Lender Exercise of Option. Lender shall give Borrower notice of non-delivery. The notice shall provide a period of ten (10) days following the date the notice is delivered or mailed within which Borrower must pay all sums accrued by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may make any disposition permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Remedy. If Borrower makes certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 1 day or each other period as applicable law may specify the commencement before sale of the Property pursuant to any power of sale contained in this Security Instrument or the entry of a judgment enforcing the Security Instrument. These conditions are that Borrower (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no enforcement commenced, (b) gives any details of any other covenants or agreements, (c) pays 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 assist the sale of this Security Instrument. Lender's rights to the Property and Borrower's obligation to pay the sums accrued by this Security Instrument shall continue unchanged. Upon non-delivery by Borrower, the Note/Instrument and the obligations secured thereby shall remain valid, otherwise for non-delivery, but cannot. However, the right to exercise shall not be denied by reason of non-delivery or non-payment after 10 days.

11. Assignment of Rent. The Lessor shall give notice to Tenant prior to assignment of Leases. Tenant's consent to the assignment of Leases shall be given in writing and no assignment shall be made without such consent. The notice shall specify all the details of the new tenant, payment of the rent and a date, not less than 30 days from the date the notice is given to Lessor, by which the Tenant must to cancel and vacate Leases or enter the default as or before the day specified in the notice are given, in consideration of the sum received by the Security Deposit and rent of the Property. The notice shall further inform Lessor of the right to subtract other encumbrances and the right to take a copy notice to cover the non-payment of a deficit or any other deficiency of Tenant and/or his/her co-tenant. If the Tenant is not cured as or before the date specified in the notice, Lessor shall be entitled to deduct any unpaid rent/other payments by half of all sums received by the Security Depositor without further demand and may invoke the power of sale and any other remedies provided by applicable law. Lessor shall be entitled to collect all expenses incurred in pursuing the action provided in the agreement. In addition, the use license is,
 2. Lessor reserves the right to terminate this lease.

26 Leader invokes the power of sale. Leader shall cause or cause Tenant to execute a written notice of the commencement of an event of default under Leader's Leases or where the Property is held, and shall cause such notice to be recorded in each county in which any part of the Property is located. Leader or Tenant shall give notice of sale to the owner provided by applicable law in Vancouver and to other persons prescribed by applicable law. After the time specified by applicable law, Leader, without demand or notice, shall sell the Property as public auction to the highest bidder at the time and place and under the terms designated in the notice of sale to one or more persons and in any manner Leader deems appropriate. Leader may require any and all money paid of the Property by public announcement at the time and place of any previously scheduled sale. Leader is to fully and completely discharge the Property at any sale.

27 Leader shall deliver to the successive Tenant(s) and occupying the Property without any covenant or warranty, expressed or implied. The rental in the Tenant's Leases shall be given free and clear of the touch of the successive tenants, expressed or implied. The cost of the repair in the following order of all expenses of the sale, including, but not limited to, reasonable Leader's legal expenses, and the cost of taxes levied by the Society, insurance and any other charges or personal liability sustained.

21. Lender in Possession. Upon non-compliance under paragraph 19 or abandonment of the Property, Lender (or its agent or by personally 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, reasonable legal expenses and reasonable attorneys' fees, and then to the Secured Obligations.

21. Recovery. Upon payment of all sums secured by this Security Instrument, Lender shall release Trustee to recover the Property and shall cancel the Security Instrument and all cases evidencing debt secured by this Security Instrument to Lender. Lender shall recover the Property without warranty and without claim to the persons or persons legally entitled to such property upon payment of all sums secured hereby.

12. Selection Board. Lender may from time to time appoint a selection board or any other appointed committee. Without prejudice of the Project, the selection board shall nominate to all the eligible bidders concerned upon Lender's request and the same shall be:

21. **Use of Property.** The Property is now entirely used for agricultural, timber or grazing purposes.
22. **Attorneys' Fees.** As used in this Warranty Deed, and in the Note, "attorneys fees" shall include any attorney's fees paid by the assignee.

~~2. The Security Department is one of the units now organized by Government and intended together with the Army Department, the Civilian and Agricultural Councils, etc., shall be incorporated into and administered under the supervision of the Ministry of the Treasury. Inasmuch as if the material were a part of the Security~~

Age-Adjusted Rate Condition Rate 1-4 Family Rate
 Confirmed Polymer Rate Estimated Unit Development Rate
 County (group)

By Service Sector, Primary, secondary and tertiary to the health and services provided in the Service

9-17-69 -

David J. Wagner

STATE OF TEXAS **CHIEF** W. H. BROWN

2nd day of May, 1910
FIRE INSURANCE COMPANY OF NEW YORK

RECORDED 10-13-90

Albright-Priest Federal Savings and Loan Association

ADJUSTABLE RATE LOAN RIDER

8853

NOTICE: THE SECURITY INSTRUMENT CONTAINS 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 15th day of Sept 1974, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed in Security Document ("Security Instrument") for the real estate owned by the undersigned (the "Borrower"), as trustee Borrower's Note to WILLIAM S. ELIJAH, JR., TRUSTEE AND LENDER (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at 223 Oakwood Drive, Eugene, Oregon 97403.

Property Address:

Definitions. 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 8.52%. The Note interest rate may be increased or decreased on the 1st day of the month beginning on September 1, 1974, and on that day of the month every 12 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the Cost of Funds Index.

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

(b)

That certain index which is used to determine the change in the interest rate on the Note is the Cost of Funds Index for the month of January of the previous year.

See Note There is no minimum limit on changes in the interest rate on any Change Date.

If the interest rate cannot be changed by more than 1.00 percentage points on 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 is agreed that the loan secured by the Security Instrument is subject to a fee which may include loan charges and that it is agreed so that the current or other fees charged collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then (A) any such fees charged shall be retained by the servicer authority to reduce the charge to the permitted limit; and (B) any fees already collected from Borrower which exceed of 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.

C. FORECLOSURE:

If Lender determines that all or any part of the note secured by the Security Instrument are subject to a loss where the priority over the Security Instrument, Lender may send Borrower a notice identifying the fact, Borrower shall promptly act with respect to this fact as provided in paragraph 4 of the Security Instrument or shall promptly cause an assignment to a law office attorney to Lender authorizing that law to the Security Instrument.

D. TERMINATION OF THIS AGREEMENT:

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 Note interest rate, or (2) an increase in the interest rate on the amount of any one or more payments if there is a loss, or (3) a change in the Note Index figure, or all of these, as a condition of Lender's making the option to terminate provided in paragraph 17.

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

Subject to a limit on the interest rate adjustments during the life of the loan of plus or minus three ($+/- 3.00$) percentage points.

David S. Elijah, Jr.
David S. Elijah, Jr.

David S. Elijah, Jr.
David S. Elijah, Jr.

STATE OF OREGON: COUNTY OF EUGENE

Read the record as agent of David S. Elijah, Jr., County on Sept 15, 1974 AD 1974 in the state of Oregon M. and date recorded on Sept 15, 1974

PER FBI-DO

David S. Elijah, Jr. Agent