

DEFINING COVENANTS Borrower and Lender covenant and agree as follows:

ARTICLE II. Payment of Principal and Interest. The principal and interest due under the bonds shall be paid by the City of London at the maturity of each bond or at such other times as may be specified in the certificate of redemption.

2. **Funds for Taxes and Insurance.** Subject to applicable law in the writer's state of 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 of \$_____ equal to one-twelfth of (a) yearly taxes and assessments which may attach primarily over this Security Instrument, (b) yearly mortgage payments or ground rents on the Property, if any, (c) yearly interest insurance premiums, and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the funds due on the basis of current data and reasonable estimates of future escrow 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 or Lender's bank as an institution. Lender shall apply the Funds to pay the current debt. Lender may not charge for holding and applying the Funds, including the account or applying the current debt, 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 on earnings on the Funds. Lender shall give no borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debt to the Funds was made. The Funds are pledged to collateral security for the debt owed to this 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 next note, shall exceed the amount required to pay the entire note 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 entire note when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 15 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender in the name of application as a credit against the sums secured by this Security Instrument.

1. Application of Payments. Unless application law provides otherwise, all payments received by Lender under paragraph 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, in principal due.

4. Charge Lien. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the property which may attach hereby over the Security Instrument, and lawful portions or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2 or 3 as part in that manner. Borrower shall pay them as time finally 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 records evidencing the payments.

Summary: The principal findings are that the primary role of the United States is to ensure the security of the Western Hemisphere and to maintain the peace and stability of the Western Hemisphere. The United States is committed to the principle of self-determination and to the principle of non-interference in the internal affairs of other nations. The United States is committed to the principle of peaceful settlement of disputes and to the principle of collective security. The United States is committed to the principle of human rights and to the principle of international law. The United States is committed to the principle of economic development and to the principle of social justice. The United States is committed to the principle of environmental protection and to the principle of sustainable development. The United States is committed to the principle of cultural heritage and to the principle of cultural diversity. The United States is committed to the principle of international cooperation and to the principle of multilateralism. The United States is committed to the principle of global peace and to the principle of global stability. The United States is committed to the principle of global security and to the principle of global justice. The United States is committed to the principle of global development and to the principle of global progress. The United States is committed to the principle of global peace and to the principle of global stability. The United States is committed to the principle of global security and to the principle of global justice. The United States is committed to the principle of global development and to the principle of global progress.

2. Internal Document. Document that may be disseminated with meaning or relevance outside of the community of interest and is not, in itself, within the scope of the community interest. Such documents are not subject to release under the community interest exemption. The exemption shall be maintained in the information and its release that is subject to the exemption after providing the community with a chance to be heard in connection with the exemption.

It is our policy to provide the maximum possible protection to the public and to the environment. We will continue to work with the public and the private sector to develop and implement measures to protect the environment and to ensure that the public is fully informed of the risks of the products we sell. We will also continue to work with the public and the private sector to develop and implement measures to protect the environment and to ensure that the public is fully informed of the risks of the products we sell.

[illegible][illegible]

4. Preservation and Maintenance of Fingerprint Impressions. Borrower shall not destroy, damage or substantially change the Fingers, allow the Fingers to deteriorate or become worn. If this Security Instrument is on a checked, Borrower shall comply with the provisions of the lease and if Borrower assumes title to the Property, the landlord and if title shall not merge unless Lender agrees in the merger or setting.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** 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, foreclosure, liquidation or to enforce laws or regulations), 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 secured by a lien which has priority over this Security Instrument, securing in court, paying reasonable attorneys' fees and entering on the Property or make repairs. Although Lender may take action under this paragraph, Lender does not have to do so.

[illegible]

If Lender secured 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.

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

L. 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 the convenience or 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 area 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 settle a claim for Damages, Borrower fails to respond to Lender within 30 days after the date the award is given, Lender is authorized to collect and apply the proceeds, in its option, either in satisfaction or repair 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 in principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs I and J or change the amount of such payments. Borrower shall not operate to release the liability of the original Borrower or Borrower's successors or assigns, or payment is otherwise made, satisfaction of the sums secured by this Security Instrument in whole or in part, shall not be a waiver of or preclude the exercise of any right or remedy.

M. Borrower Not Indemnified Performance By Lender Not a Waiver. Satisfaction of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor or assign of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors or assigns, or payment is otherwise made, satisfaction of the sums secured by this Security Instrument in whole or in part, shall not be a waiver of or preclude the exercise of any right or remedy.

N. Successors and Assigns Bound, Joint and Several Liability, Co-obligors. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, whether or not the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who conveys the Property, the Borrower's interest in the Property, or the sums secured by this Security Instrument, shall be 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, amend or make any accommodations with respect to the terms of this Security Instrument or the Note without that Borrower's consent.

O. Late Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum late charges, and that law is locally interpreted as that the interest or other late charges collected or to be collected in connection with the loan exceed the permitted limit, then any such late charge shall be reduced to the amount necessary to reduce the charge to the permitted limit, and the any sums already collected from Borrower which exceeded the permitted limit will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

P. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws to the effect of reducing any provision of the Note or this Security Instrument is retroactive 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 in paragraph 13. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

Q. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it to the mailing address of the first class mail unless applicable law requires use of another method. The notice shall be deemed to be given to the first class mail to Lender's address stated herein or any other address Lender designates to either 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.

R. 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.

S. Borrower's Copy. Borrower shall be given one confirmed copy of the Note and of this Security Instrument. Lender of the Property or a beneficial interest in Borrower. If all or any part of the Property or any interest in it is transferred or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person, without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of 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 those sums prior to the expiration of this period, Lender may invoke any remedies permitted in this Security Instrument without further notice or demand on Borrower.

T. Borrower's Right to Accelerate. If Borrower needs certain cash, Borrower shall have the right to have acceleration of this Security Instrument discontinued at any time prior to the date of sale of the Property or any other event applicable law may specify for nonpayment before sale of the Property, pursuant to any power of sale contained in this Security Instrument or the entry of a judgment enforcing this Security Instrument. Three conditions are that Borrower has paid Lender all sums which they would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees and all costs and actions as Lender may reasonably require to assure that the law of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon acceleration by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to accelerate shall not apply in the case of acceleration under paragraphs 13 or 17.

20. **Acceleration; Remedies.** 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, or a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured, 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 inform 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 exercise 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 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender exercises the power of sale, Lender shall execute or cause Lender to execute a written notice of the occurrence 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 required by applicable law, Lender, 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 Lender determines. Lender may purchase a sale of 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. Lender shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees and costs; (b) to all sums secured by this Security Instrument; and (c) any balance to the person or persons legally entitled to it.

21. **Lender in Possession.** Upon acceleration under paragraph 20 or abandonment of the Property, Lender or person, by agent or its 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. **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 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. **Substitute Trustee.** Lender may from time to time remove Trustee and appoint a successor trustee or 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.

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 appellate 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 notes were a part of this Security Instrument. (Check applicable boxes):

- | | | |
|--|--|--|
| ☒ Adjustable Rate Note | ☐ Condominium Note | ☐ 1-4 Family Note |
| ☐ Graduated Payment Note | ☐ Planned Unit Development Note | |
| ☐ Other(s) (specify): | | |

27. **STANDARD AGREES.** Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any related documents by Borrower and recorded with it.

John Baker (Seal)
John Baker

(Seal)

Done this 1st day of August, 1997

STATE OF OREGON
COUNTY OF CLATSOP } 28

The foregoing instrument was acknowledged before me this 1st day of August, 1997.

By John Baker (Seal)
(person) acknowledging

My Commission expires 7-2-98

John Baker
Notary Public

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

ADJUSTABLE RATE LOAN RIDER

9415

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 June 1987 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 Lender (the "Note") and covering the property described in the Security Instrument and located at 433 Fowler Street, Camas Falls, Oregon 97001.

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 11.50%. The Note interest rate may be increased or decreased on the 14th day of the month beginning on September 1987 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 Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders published by the Federal Home Loan Bank Board.

Check one box to indicate whether there is any maximum limit on changes in the interest rate at each Change Date. (If no box is checked, there will be no maximum limit on changes.)

☐ 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 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 by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceed the 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. PRIOR LIENS

If Lender determines that all or any part of the sums 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 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 (A) an increase in the current Note interest rate, or (B) an increase in (or removal of) the limit on the amount of any one or more rate change (if there is a limit), or (C) a change in the base 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.

Within 30 days of the date of this Rider, Borrower shall pay to Lender a fee of \$100.00 (one hundred dollars) as a condition of the interest rate adjustments during the life of the loan of plus or minus three (3.00) percentage points.

Thomas Bates

Thomas Bates

I have read and understand the contents of this Rider and agree to its terms. I have signed and acknowledged this Rider in the presence of the following witnesses:

ADJUSTABLE RATE LOAN RIDER - SEE PAGE 10073884

STATE OF OREGON COUNTY OF CLATSOP

Filed for record at request of Jason Dale Gossard on 14th day of June A.D. 1987 at 4:30 o'clock P.M. and duly recorded in Vol. 1987 of Clatsop on Page 3417.

SEE 100-10

By Jason Dale Gossard