



7. To pay immediately and without demand all sums expended hereunder by beneficiary or trustee, with interest from date of expenditure at rate of twelve per cent (12%) per annum on note until paid, and the repayment thereof shall be secured hereby.

8. Not to make any voluntary inter vivos transfer of the premises or any part thereof without first obtaining the written consent of beneficiary. Any such transfer, if beneficiary shall not so consent, shall constitute a default under the terms hereof and the note it secures, and beneficiary may cause the same to be foreclosed, and the premises sold, according to law and the provisions hereof.

It is mutually agreed that:

9. Should the property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire or earthquake or in any other manner, beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action, and proceeds, including the proceeds of any policies of fire and other insurance affecting the property, are hereby assigned to beneficiary, who may, after deducting therefrom all its expenses, including attorneys' fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as beneficiary or trustee may require.

10. At any time and from time to time on written request of beneficiary, payment of its fees and presentation of this trust deed and the note for indorsement (in case of full reconveyance, or cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, trustee may (a) consent to the making of any map or plat of the property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this trust deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable trustee's fees for any of the services mentioned in this paragraph.

11. On any default by trustor hereunder, beneficiary may at any time, without notice, either in person or by agent and without regard to the adequacy of any security for the indebtedness secured, enter on and take possession of the property or any part thereof; and that the entering on and taking possession of the property shall not cure any default or waive any notice of default or invalidate any act done pursuant to such notice.

12. The failure on the part of beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by beneficiary of any default shall not constitute a waiver of any other or subsequent default.

13. On default by the trustor hereunder of any indebtedness herein secured or in the performance of any agreement hereunder, beneficiary may at its option declare all sums secured immediately due and payable. In such event beneficiary may, at its election, proceed to foreclose this deed of trust in the manner provided by law for mortgage foreclosures, or direct the trustee to foreclose this deed of trust by advertisement and sale.

14. On default by trustor and receipt of written request from beneficiary, trustee shall proceed in accordance with law to sell the property at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. Any person except trustee may bid at the sale. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including reasonable fees of trustee and trustee's attorney; (2) to the obligation herein secured; (3) the surplus, if any, shall be distributed to the persons entitled thereto.

15. For any reason permitted by law, beneficiary may at any time appoint or cause to be appointed a successor trustee who shall succeed to all the title, powers, duties and authority of the trustee named herein or any successor trustee.

16. This trust deed shall apply to, inure to the benefit of and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. All obligations of trustor hereunder are joint and several. The term beneficiary shall mean the owner and holder, including any pledgee, of the note secured hereby. In this trust deed, whenever the text so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

17. Trustee accepts this trust when this trust deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other trust deed or of any action in which trustor, beneficiary, or trustee shall be a party, unless brought by trustee.

18. This trust deed shall be construed according to the laws of the State of Washington.

19. The undersigned trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

20. The trustor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid unencumbered title and that he will warrant and forever defend the same against all persons whomsoever.

In witness whereof, the trustor has caused these presents to be executed the day and year first above written.

WITNESSED:

*[Signature]*

*[Signature]*  
Trustor

Trustor

STATE OF WASHINGTON  
COUNTY OF CLATSOP  
FILED BY  
CLATSOP COUNTY TITLE CO.  
OF BLOOMINGTON, ILL. 98660  
AT 1:30 P.M. DEC. 4, 1937  
WA. RECORDS & DEEDS  
MIC 260  
RECORDS OF CLATSOP COUNTY WITH  
COUNTY AUDITOR  
DEPUTY

sonally appeared before me, \_\_\_\_\_ person  
rs of the above instrument, who duly acknowledged

*[Signature]*  
Notary Public

