

84157

TRUST DEED

THIS TRUST DEED, made this 19th day of May, 1977, between DONALD H. BROUGH and NANCY L. BROUGH, as Grantor, TRANSAMERICA TITLE INSURANCE COMPANY, as Trustee, and SAFFWAY PORTLAND EMPLOYEES FEDERAL CREDIT UNION, as Beneficiary,

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Skamania County, Oregon, described as:

Lot 8 of Wind River Lots as per Plat recorded in Book B, of Plats at page 18, records of Skamania County.



together with all and singular the tenements, hereditaments and appurtenances and all other rights thereto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each obligation of grantor herein contained and payment of the sum of THREE THOUSAND, SEVEN HUNDRED FIFTY & NO/100 Dollars, with interest thereon accruing to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if not sooner paid, to be due and payable.

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, uttered to be sold, conveyed, assigned or mortgaged by the grantor without first having obtained the written consent or approval of the beneficiary, then, at the beneficiary's option, the obligations secured by this instrument, irrespective of the maturity dates expressed hereof, at hereto, shall become immediately due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

To protect the security of this trust deed, grantor agrees: 1. To protect, preserve and maintain well, properly and in good condition and repair, not to remove or demolish any building or improvements thereon, not to commit or permit any waste of said property.

2. To keep the premises in good and workable condition, maintain any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all taxes incurred thereon.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay when due in the proper, public office or offices, as well as the cost of all fees exacted made by filing officers or searching agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the said premises against loss or damage by fire and such other risks as the beneficiary may require from time to time written in an amount not less than \$50,000.

5. To deliver and keep in full force and effect, with the beneficiary, all policies of insurance which the beneficiary at any time may require and to deliver said policies to the beneficiary at least fifteen days prior to the expiration of any policy of insurance now or hereafter in force on said buildings, the beneficiary may require the return of grantor's premium. The amount collected under any life or other insurance policy may be applied by beneficiary upon any indebtedness secured hereby and in such order as beneficiary may determine. Beneficiary's consent is not required for the return of any part thereof, may be returned to grantor, such application or release shall not constitute or waive any default or notice of default hereunder or constitute any act done in violation of such policy.

6. To keep said premises free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against said premises before any and all such taxes, assessments and other charges become due and delinquent and promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any such taxes, assessments, charges or other charges payable by grantor, either by direct payment or providing satisfactory bank funds as a check, in which such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the promissory note, together with the millage rate of one cent and two thirds of one cent, shall be added by and shall be a part of the debt secured by this trust deed, without waiver of any rights hereunder from breach of any of the covenants hereon and for each payment, with interest as aforesaid, the property hereunderfore described, as well as the grantor, shall be bound in the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the promissory note hereby given in pursuance of this trust deed, and all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

7. To pay all taxes and expenses of this trust including the cost of title search as well as all other costs and expenses of the trustee incurred in connection with or in effecting this obligation and trustee's and attorney's fees actually incurred.

8. To appear in and defend this action or proceeding purporting to affect the security hereunder, and to defend this action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed, in any action and expense, including evidence of the said indebtedness, and to pay the costs and expenses of attorney's fees, as mentioned in this paragraph 7, in all cases shall be paid by the trust deed, and in the event of an appeal from any judgment or decree of the trial court, grantor hereby agrees to pay such costs as the appellate court shall award as reasonable, to the beneficiary or trustee's attorney's fees on such appeal.

It is mutually agreed that:

In this action or proceeding or suit and suit property shall be taken under this deed, the grantor or grantor in substitution, beneficiary shall have the right, if it is elected, to require that all or any portion of the monies payable on compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees, hereunder, shall be secured by grantor in such proceeding, shall be paid to beneficiary and applied first upon any reasonable costs and expenses and attorney's fees, such as this deed and hereunder, and secondly upon the indebtedness secured hereby, and the balance applied upon the indebtedness secured hereby, and the grantor agrees, at its own election, to take such actions and execute such instruments as shall be necessary to insure such monies, compensation, promptly upon beneficiary's request.

9. At any time and from time to time upon written request of beneficiary, grantor shall execute and acknowledge the deed and the note hereunder, in any or all instances, for cancellation, without affecting the liability of any person or the payment of the indebtedness, trustee may

at his option, to the making of any suit or suit of said property, the joint or separate, or creating any restriction thereon, to join in any subdivision or other agreement affecting this deed or the lien or charge thereon, or to execute any instrument, all or any part of the property, the trustee in any instance may be directed, in writing, by the beneficiary or persons legally entitled thereto, and the grantor shall not be liable for such shall be conclusively proof of the instructions, shall. Trustee shall not be liable for the trustee's failure to follow such directions.

10. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by court, and without regard to the amount of any security, for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name and collect the rents, issues and profits, including the past due and unpaid, and apply the same to less costs and expenses of operation and collection, including reasonable attorney's fees upon any indebtedness secured hereby, and in such order as beneficiary may determine.

11. The netting upon and taking possession of said property, the collection of such rents, issues and profits, or the proceeds of the any other insurance policies or compensation or awards for any taking of damage of the property, shall be in satisfaction of the indebtedness secured hereby, and waive any default or notice of default hereunder or constitute any act done pursuant to such notice.

12. Upon default by grantor in payment of any indebtedness secured hereby or in its performance of any agreement hereunder, the beneficiary may declare all sums secured hereby immediately due and payable. In such an event the beneficiary may, at its option, use the same for agricultural, timber or grazing purposes, or for any other purpose, or to purchase the trust deed in fee simple, as a mortgage in the manner provided by law for mortgage foreclosures. However if said real property is not so currently used, the beneficiary at its option may direct the trustee to foreclose this trust deed by advertisement and sale. In the latter event the beneficiary or the trustee shall execute and cause to be recorded in the office of the county clerk and in the office of the said deeded real property, to satisfy the obligations secured hereby, within upon the trustee shall file the time and place of sale, also notice thereof as they required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.745.

13. Should the beneficiary elect to foreclose by advertisement and sale then after default of any time not in five days before the date set by the trustee for the trustee's sale, the trustee or other person in possession of the property, the entire amount then due under the terms of the trust deed and the obligations secured by this trust deed, including costs and expenses actually incurred in enforcing the terms of the obligation and trustee's and attorney's fees and exceeding \$50 each, other than such portion of the principal as would not then be due and no default occurred, and thereby cure the default, in which case all foreclosure proceedings shall be dismissed by the trustee.

14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction in the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser a deed, including the trustee's deed conveying the property as sold, but without any covenant or warranty, express or implied. The records in the deed of any matter of fact shall be conclusive proof of the matters therein stated, including the fact that the trustee, but including the grantor and beneficiary, may purchase at the sale.

15. When trustee shall pay to the power provided herein, trustee shall file a certificate of sale in payment of the indebtedness secured hereby, including the compensation of the trustee and of reasonable third party trustee's attorney, (2) to the obligation secured by this trust deed, (3) to all persons entitled to the proceeds of the sale, including the trustee, and (4) the surplus, if any, to the grantor or to his successor in interest entitled to such surplus.

16. For any reason permitted by law beneficiary may from time to time appoint a receiver or successor to any trustee named herein in its own discretion, to receive, preserve and protect the property, and to convey to the beneficiary or his heirs, assigns, the latter shall be vested with all full powers and duties conferred upon any trustee herein named or appointed hereunder. Such such appointment and substitution shall be made by written instrument, duly executed by beneficiary, containing reference to this trust deed and its place of record, which when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of the appointment or appointment of such receiver.

17. Trustee accepts this trust when this deed is duly executed and acknowledged in the presence of a public officer as provided by law. Trustee is not obligated to execute or record this deed or to take any action or proceeding in which grantor, beneficiary or trustee shall be a party upon such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee forecloses must file a notice of sale in the office of the county clerk and in the office of the said deeded real property, to satisfy the obligations secured hereby, within upon the trustee shall file the time and place of sale, also notice thereof as they required by law and proceed to foreclose this trust deed in the manner provided in ORS 86.740 to 86.745.

54157

The grantor 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 thereto

and that he will warrant and forever defend the same against all persons whomsoever.

Subject property is not currently being used for agricultural, timber or grazing purposes.

The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are (a) primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below), (b) for an organization, or (even if grantor is a natural person) are for business or commercial purposes other than agricultural purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgees, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF said grantor has hereunto set his hand the day and year first above written.

\* (IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor or such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Mess Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Mess Form No. 1306, or equivalent. If compliance with the Act not required, disregard this notice. (If the signer of the above is a corporation, use the form of acknowledgment opposite.)

Donald W. Brough  
DONALD W. BROUGH

Nancy L. Brough  
NANCY L. BROUGH

STATE OF OREGON,  
County of Multnomah  
May 19 19 77  
Personally appeared above named  
Donald W. & Nancy L. Brough

STATE OF OREGON, County of ss.  
Personally appeared and being duly sworn, and he himself and she for the above said say that the former is the husband and that the latter is the wife of the said \_\_\_\_\_

and acknowledged the foregoing instrument to be their voluntary act and deed.  
Notary Public for Oregon  
My commission expires \_\_\_\_\_

and acknowledged the foregoing instrument to be the corporate act of \_\_\_\_\_ a corporation, of which \_\_\_\_\_ is president and \_\_\_\_\_ is secretary, and that the former is the president and that the latter is the secretary of the said \_\_\_\_\_

REQUEST FOR FULL RECOVERY  
TO: Trustee  
The undersigned, as the legal owner and holder of all interests secured by the foregoing trust deed, hereby has directed, and hereby does direct, all payments to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you herewith together with said trust deed) and to recover, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail recoveries and documents to \_\_\_\_\_

DATE: \_\_\_\_\_ 19 \_\_\_\_  
Beneficiary  
Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before recoveries will be made.

TRUST DEED (FORM NO. 881)

BROUGH, Donald W.  
BROUGH, Nancy L.  
Grantor

SAFEMWAY FEDERAL CREDIT UNION  
Beneficiary  
AFTER RECORDING RETURN TO  
Safeway Federal Credit Union  
1537 SE Hawthorne  
Portland, OR 97214

84157  
SPACE RESERVED FOR RECORDER'S USE

REGISTERED  
INDEXED:  OR  
INDEXED:   
RECORDED:  
COMPARED

STATE OF OREGON  
County of \_\_\_\_\_ ss.  
I certify that the within instrument was received for record on the day of \_\_\_\_\_ 19 \_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_ or as file/reel number \_\_\_\_\_ of said County.  
Witness my hand and seal of County affixed.  
By \_\_\_\_\_ Title \_\_\_\_\_ Deputy