

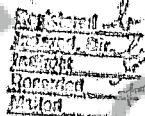
DEED OF TRUST

THIS DEED OF TRUST, made this 1st day of January, 1977, by and between ROBERT L. COOPER, JR., and wife, ROBERTA COOPER, of the first part, and ROBERT L. COOPER, JR., of the second part, hereinafter collectively referred to as "Borrower", and JAMES A. FULLER, of the third part, hereinafter referred to as "Lender", for the sum of \$10,000.00, being the principal amount of the indebtedness evidenced by the Note, hereinafter described, to be paid by Borrower to Lender, at the rate herein named, interest accrued and the following described property leased to Lender by Borrower, to be held by Lender as security for the payment of the same.

THAT PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE BOUNDARY QUARTER OF THE SAID SECTION 17; THENCE EAST 21 FEET; THENCE EIGHTY-25 FEET TO THE INITIAL POINT OF THE TRACT HEREBY DESCRIBED, SAID POINT BEING ON THE SOUTH LINE OF A CERTAIN 25 FOOT PRIVATE ROAD; THENCE EAST 507.6 FEET ALONG THE SOUTH LINE OF SAID PRIVATE ROAD; THENCE SOUTH 150 FEET; THENCE WEST 507.6 FEET TO A POINT DUE SOUTH OF THE INITIAL POINT; THENCE NORTH 150 FEET TO THE INITIAL POINT.

TOGETHER WITH A RIGHT-OF-WAY FOR INGRESS EGRESS AND UTILITIES OVER ACROSS AND UNDER FULLER ROAD DESIGNATED A PRIVATE ROAD BEING THE NORTH 25 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 3 NORTH, RANGE 4 EAST OF THE WILLAMETTE MERIDIAN.



Together with all the improvements, now or hereafter created on the property, and all easements, rights, appurtenances, titles, subjects hereto or the rights and easements given herein to Lender to collect and apply such rents, royalties, mineral, oil and gas rights and profits, water, water rights, and timber, etc., and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate in the event this Deed of Trust is on a leasehold), are herein referred to as the "Property";

To secure to Lender for the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of TWELVE FIFTHS THOUSAND AND NO/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not earlier paid, due and payable on December 1, 1980; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances with interest thereon, made to Borrower by Lender pursuant to paragraph 21 herof, herein "Future Advances".

Borrower covenants that Borrower is lawfully owner of the estate hereby conveyed and has the right to grant and convey the property, that the Property is unencumbered, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any easements and restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

Unpaid Covenants. Borrower further covenants and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. Funds for Taxes and Insurance. Subject to Lender's option under paragraphs 4 and 5 hereof, Borrower shall pay to Lender on the day immediately following of principal and interest are payable upon the Note until the Note is paid in full, a sum therein ("Fund") equal to one-twelfth of the yearly taxes and assessments which may attain heretofore or to this Deed of Trust, or ground rent on the Property, if any, plus one-twelfth of yearly premiums and rates for hazard insurance, plus one-twelfth of yearly premium installments for liability insurance, if any, all as reasonably estimated by Lender, to be held by Lender on the basis of an annual rental value and reasonable estimate thereof. The Fund shall be held by Lender to distribute the amounts of same as required or authorized by a Federal or State agency time to time, or as Lender deems such an impractical. Lender shall apply the Fund to pay said taxes, assessments, premiums and ground rents. Lender shall make no charge for so holding, and applying the Fund.

3. Payment of Accrued and Unpaid Taxes. At the time of the execution of this Deed of Trust, or at any time thereafter, if the taxes, assessments, premiums and ground rents have accrued and unpaid, Lender and Borrower shall agree upon the amount of the same, and Lender shall pay the same to Lender.

4. Advance of Funds. If the taxes, assessments, premiums and ground rents have accrued and unpaid, Lender and Borrower shall agree upon the amount of the same, and Lender shall pay the same to Lender.

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In accordance, and unless otherwise otherwise provided, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower without charge, an annual accounting of the funds showing credits and debits to the Funds and the purpose for which expenditures to the Funds was made. The Funds are pledged as additional security for the claims secured by this Deed of Trust.

2. The amount of the Funds held by Lender together with all future monthly installments of Funds payable to the due date of this instrument, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, which excess shall be at Lender's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requiring payment thereof.

3. The payment in full of all sums due and owing to Lender of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold, or if Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the date of sale or acquisition of the Property by its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless explicitly otherwise provided otherwise, all payments received by Lender under the Note and paragraph 1 above hereto shall be applied by Lender first in payment of amounts payable to Lender by Borrower prior paragraph 3 interest, then to interest on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. Charges Lien. Borrower shall pay all taxes, assessments and other charges, dues and impositions attributable to the Property which may affect a priority over this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under Paragraph 2 hereto or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all records of amounts due under this paragraph, and in the event Borrower shall make payment thereon, Borrower shall promptly furnish to Lender receipts evidencing such payment. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall give written notice to the payment of the obligation secured by such lien in a manner acceptable to Lender or shall in good faith contest such lien by or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of such lien or forfeiture of the property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazard, included within the term "extending coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made previously by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. Maintenance and Management of Property, Leasholds, Condominiums. Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws, rules and regulations of the condominium project and constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may cause such appearance, discharge such claim and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and carry over the Property to itself before. Any amounts discharged by Lender pursuant to this paragraph 7 with interest thereon, shall become additional indebtedness of Borrower incurred by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower demanding payment thereof, and shall bear interest from the date of disbursement of the same at the rate stated in the Note unless otherwise indicated, at such rate as may be applicable in applicable law, in which event such amounts shall bear interest at the highest rate permissible by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act not hereinabove provided.

8. Inspection. Lender may make or cause to be made, during the hours when and from place to place, inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying the place and time when and from place to place to be conducted in the Property.

11. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemning, are hereby vested 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 Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to this date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is condemned by Borrower or if after notice by Lender to Borrower that the condemner fails to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days of the receipt of such notice, Lender is authorized to collect and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sum secured by this Deed of Trust.

Unless Lender and Borrower otherwise have in writing, any such application of proceeds to principal shall not exceed or postpone the due date of the next two installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

12. **Borrower Not Releasor.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

13. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

14. **Remedies Cumulative.** All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. **Successors and Assigns; Joint and Several Liability; Covenants.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

16. **Notice.** Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notices by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

17. **Uniform Deed of Trust; Governing Law; Sovereignty.** This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

18. **Borrower's Copy.** Borrower shall be furnished a conformed copy of this Deed of Trust at the time of execution or after recordation hereof.

19. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

20. **Acceleration Remedies.** Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenant to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies provided by applicable law. Lender shall not be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 20, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's intention to cause the Property to be sold. Trustee shall record a notice of sale in each county in which the Property or some part thereof is located and shall mail copies of such notice in the manner prescribed by applicable law to Borrower and to the other persons specified by applicable law. After the lapse of such time as may be required by applicable law and after publication of the notice of sale, 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 such order as Trustee may determine. Trustee may postpone sale of all or any parcel of the Property by public auction(s) at the time and place of any previously scheduled sale. Lender or Lender's designee may purchase the Property at any sale.

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Trustee shall deliver to the purchaser Trustee's deed conveying the Property as sold without any warranty, expressed or implied. The records 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: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title officer; (b) to all sums earned by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto, or to the credit of the superior court of the county in which the sale took place.

19. Borrower's Right to Petition. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings by any Person Lender to enforce this Deed of Trust discontinued at any time prior to sale of the Property pursuant to the powers of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust; (b) Borrower may Lender on terms which would be then due under this Deed of Trust, the Notes and notes securing Future Advances, if a W. had no acceleration occurred; (c) Borrower cure all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (d) Borrower pays all reasonable expenses incurred by Lender and Trustee in enjoining the covenants and agreements of Borrower contained in this Deed of Trust and in enjoining Lender and Trustee's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable Attorney's fees; and (e) Borrower takes such action as Lender may reasonably require to ensure that the lien of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sum secured by this Deed of Trust, shall continue unimpeded. Upon such payment and cure by Borrower, the Deed of Trust and the obligations secured hereby, shall remain in full force and effect as if no acceleration had occurred.

20. Acceleration of Rent; Appointment of Receiver; Lender to Possession. An additional security hereunder, Borrower hereby agrees to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in 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. All 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, printing or recording fees and reasonable attorney's fees, and then to the sum secured by this Deed of Trust. Lender and the receiver shall not be liable to account only for those rents actually received.

21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to full reconveyance of the Property by Trustee to Borrower, 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 stating that said notes are secured hereby.

32. Reconveyance. Upon payment of all sums secured by this Deed of Trust, Lender shall request Trustee to reconvey the Property and shall surrender this Deed of Trust and all notes evidencing indebtedness secured by this Deed of Trust to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled thereto. Such person or persons shall pay all costs of recordation, if any.

23. Substitute Trustee. In accordance with applicable law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and, by applicable law.

24. Use of Property. The Property is not used principally for agricultural or farming purposes.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

Terry G. Rodgers
TERRY G. RODGERS --Borrower

Sunja L. Rodgers
SUNJA L. RODGERS --Borrower

Property Address:

STATE OF WASHINGTON, County es:

On this 12 day of December, 1970, before me the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

TERRY G. RODGERS and SUNJA L. RODGERS, husband and wife, to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Witness my hand and official seal affixed the day and year in this certificate above written.

Notary Public in and for the State of Washington
residing at:

REQUEST FOR RECONVEYANCE

To TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

Dated:

Borrower

STATE OF WASHINGTON
COUNTY OF SEATTLE
I HEREBY CERTIFY THAT THE STATE
DEPARTMENT OF CIVIL PLEA
AT LAW IS DATED 12/12/70
RECORDED IN COURT 52-526
ON 12/12/70
BY ROD G
RECEIVED 12/12/70

Terry G. Rodgers
Sunja L. Rodgers

RECEIVED MAIL AT THE INFORMATION TO:
P.O. BOX 278
MRS. JERRY G. RODGERS
SEVERNEEN, WASHINGTON 98648

AFTER RECORDING:

GEORGE FRANKLIN FEDERAL SAVINGS & LOAN ASSOC.
1111 First - Long Beach Street
Seattle, Washington 98101
Phone: 222-5755