

WARRANTY DEED (Statutory Form)

REEL 869 PAGE 117

GRANTOR: BRADLEY D. ENGLESON

CONVEYS AND WARRANTS TO

GRANTEE: RONALD D. WENINGER and LEA ANN WENINGER, as tenants by the entirety

the following described real property free of encumbrances except as specifically set forth herein:

Beginning at a point on the West line of Duncan Avenue 68.5 feet Southerly from the point of intersection of the South line of Lot 1, Block 1, Capitola Addition in Marion County, Oregon; thence Southerly along the West line of Duncan Avenue 75.56 feet, more or less, to the North line of land conveyed to Robert L. Hammond, et ux, by deed recorded in Volume 557, Page 155, Deed Records, Marion County, Oregon; thence North 89° 03' West along the North line of said Hammond property 231.81 feet to the Northwest corner thereof; thence North 0° 58' East 75.56 feet to a point 68.5 feet South of the Southwest corner of Lot 1, Block 1, Capitola; thence East 231.33 feet to the place of beginning.

SAVE AND EXCEPT that portion conveyed to the City of Salem, by deed recorded August 17, 1968, in Book 652, Page 611, Deed Records, Marion County, Oregon.

Real Property Tax Account No.: 54158-000

SUBJECT TO:

- 1. Taxes for the fiscal year 1991-92, a lien in an amount to be determined, but not yet payable.
2. Covenant, including the terms and provisions thereof, recorded March 14, 1983 in Reel 305, Page 554, Microfilm records, Marion County, Oregon.

18-28065

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

The true and actual consideration for this transfer stated in terms of dollars is \$ 48,500.00. However, if the actual consideration consists of or includes other property or other value given or promised, such other property or value was part of the / the whole of the (indicate which) consideration.

If grantor is a corporation, this has been signed by authority of the Board of Directors.

DATED: July 12, 1991

GRANTOR: [Signature]

Until a change is requested, all tax statements shall be sent to the following address:

Ronald D. Weninger & Lea Ann Weninger, 3245 Duncan Avenue NE, Salem, Oregon 97303

STATE OF OREGON, County of Marion ss. Date: July 12, 1991. Personally appeared Bradley D. Engleson and acknowledged the foregoing instrument to be his voluntary act and deed. Before me: [Signature] My commission expires: 7/17/93

WARRANTY DEED ENGLESON TO WENINGER AFTER RECORDING RETURN TO Ronald & Lea Ann Weninger 3245 Duncan Avenue NE Salem, Oregon 97303

STATE OF OREGON County of Marion REEL 869 PAGE 117 I hereby certify that the within was received and duly recorded by me in Marion County records: Fee \$ 250 Hand Returned [] JUL 16 4 55 PM '91 ALAN H. DAVIDSON MARION COUNTY CLERK BY [Signature] DEPUTY

JUL 16 1991

WARRANTY DEED (INDIVIDUAL)

REEL PAGE
1276 88

RONALD D. WENINGER and LEA ANN WENINGER, hereinafter called grantor, convey(s) to
BRENT W. GILMOUR and NIKKI R. GILMOUR, as tenants in the entirety
all that real property situated in the County
of Marion, State of Oregon, described as:

The real property described in "Exhibit A" attached hereto and by reference made
a part hereof.

Account No. 54158-000

and covenant(s) that grantor is the owner of the above described property free of all encumbrances except _____
Covenants, easements & restrictions recorded March 14, 1983, Reel 305, Page 554;

and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$ 84,000.00.

Dated this 28th day of November, 19 95.

X Ronald D. Weninger
Ronald D. Weninger
X Lea Ann Weninger
Lea Ann Weninger

STATE OF OREGON, County of Marion) ss.

November 28, 19 95 personally appeared the above named
Ronald D. Weninger and Lea Ann Weninger and acknowledged the foregoing
instrument to be their voluntary act and deed.



Before me:
Colleen L. James
Notary Public for Oregon
My commission expires: 1/31/99

- * The dollar amount should include cash plus all encumbrances existing against the property to which the property remains subject or which the purchaser agrees to pay or assume.
- ** If consideration includes other property or value, add the following: "However, the actual consideration consists of or includes other property or value given or promised which is part of the/the whole consideration." (Indicate which)

WARRANTY DEED (INDIVIDUAL)
Weninger
TO
Gilmour
After Recording Return to: & tax stats:
Mr. & Mrs. Brent W. Gilmour
3245 Duncan Avenue NE
Salem, OR 97303

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 _____ Records of Deeds of said County.
Witness my hand and seal of County affixed.

Title
By _____ Deputy

Form 8801-2

Order No. 653539

Exhibit 'A'

Beginning at a point on the West line of Duncan Avenue 68.5 feet Southerly from the point of intersection of the South line of Lot 1, Block 1, Capitola Addition in Marion County, Oregon; thence Southerly along the West line of Duncan Avenue 75.56 feet, more or less, to the North line of land conveyed to Robert L. Hammond, et ux, by deed recorded in Volume 557, Page 155, Deed Records Marion County, Oregon; thence North 89°03' West along the North line of said Hammond property 231.81 feet to the Northwest corner thereof; thence North 0°58' East 75.56 feet to a point 68.5 feet South of the Southwest corner of Lot 1, Block 1, Capitola; thence East 231.33 feet to the place of beginning.

SAVE AND EXCEPT that portion conveyed to the City of Salem, by deed recorded August 17, 1968, in Book 652, Page 611, Deed Records, Marion County, Oregon.

REEL:1276 PAGE: 88

November 30, 1995 , 11:50A

CONTROL #: 1276088

State of Oregon
County of Marion

I hereby certify that the attached
instrument was received and duly
recorded by me in Marion County
records:

FEE: \$40.00

ALAN H DAVIDSON
COUNTY CLERK

After recording, return to (Name, Address, Zip):
Brent W. Gilmour
3245 Duncan Avenue NE
Salem, OR 97303

Until requested otherwise, send all tax Statements to (Name, Address, Zip):
Brent W. Gilmour
3245 Duncan Avenue NE
Salem, OR 97303

Above Space Reserved for Recorder's Use

BARGAIN AND SALE DEED

KNOW ALL BY THESE PRESENTS that **Nikki R. Gilmour**, formerly married to Grantee (herein referred to as Grantor, whether one or more) hereinafter stated does convey unto **Brent W. Gilmour** (herein referred to as Grantee, whether one or more), and unto Grantee's heirs, successors and assigns, all of the Grantor's right title and interest in and to that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining, situated in **Marion** County, Oregon, to-wit:

See Exhibit One attached hereto

Account #: 073W13BA12100

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37(2004)). THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OF COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930 AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY UNDER CHAPTER 1, OREGON LAWS 2005 (BALLOT MEASURE 37(2004)).

TO HAVE AND TO HOLD the same unto the said Grantee, his heirs, successors and assigns forever.

The true consideration for this conveyance is \$1.00. Per the terms of a Judgement and Decree of Dissolution of Marriage, Nikki R. Gilmour is conveying all her right, title and interest to Brent W. Gilmour.



The true consideration for this conveyance is \$1.00. Per the terms of a Judgment and Decree of Dissolution of Marriage, Nikki R. Gilmour is conveying all her right, title and interest to Brent W. Gilmour.

The singular number shall include the plural, the plural the singular, and use of any gender shall be applicable to all genders.

Dated this 13th day of March, 2007.

Nikki R. Gilmour/Rotan
Nikki R. Gilmour

STATE OF OREGON)

County of Marion) ss.

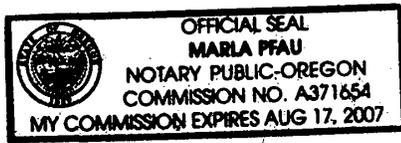
March 13, 2007

Personally appeared the above named **Nikki R. Gilmour** acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

Before me:

Marla Pfauf
Notary Public for

My commission expires: Aug. 17, 2007



NOTE: The parties are cautioned that by completing and executing this document, legal rights, duties and obligations are created. By signing, the parties acknowledge that they have been advised to seek and obtain independent legal counsel as to all matters contained in the within document prior to signing same and that said parties have obtained advice or choose to proceed without same.

EXHIBIT "ONE"

Beginning at a point on the West line of Duncan Avenue 68.5 feet Southerly from the point of intersection with the South line of Lot 1, Block 1, Capitola Addition, in Marion County, Oregon; thence Southerly along the West line of Duncan Avenue, 75.56 feet, more or less, to the North line of land conveyed to Robert L. Hammond, et ux, by deed recorded in Volume 557, Page 155, Deed Records of Marion County, Oregon; thence North 89° 03' West along the North line of said Hammond property, 231.81 feet to the Northwest corner thereof; thence North 0° 58' East 75.56 feet to a point 68.5 feet South of the Southwest corner of Lot 1, Block 1, Capitola; thence East 231.33 feet to the place of beginning.

Save and except that portion of the above described tract of land conveyed to the City of Salem by deed recorded August 17, 1968 in Volume 652, Page 611, Deed Records for Marion County, Oregon.

Assessor's Parcel No: 073W13BA12100

REEL:2797

PAGE: 206

April 12, 2007, 10:56 am.

CONTROL #: 193176

State of Oregon
County of Marion

I hereby certify that the attached instrument was received and duly recorded by me in Marion County records:

FEE: \$ 36.00

BILL BURGESS
COUNTY CLERK

THIS IS NOT AN INVOICE.

45 2.8 2.5
 30 3.2 2.2
 36 2.0
 40 2.0

13110
 MEMORANDUM OF LAND-SALE CONTRACT REEL PAGE
 345 1600

KNOW ALL MEN BY THESE PRESENTS, that on 24th May, 1984,
 HAYES CALHOUN EGGLESTON as vendor(s) and
 BRADLEY D. ENGLESON and LISA A. ENGLESON as vendee(s)
 made and entered into a certain land-sale contract wherein said vendor(s) agreed to sell to said vendee(s) and the
 latter agreed to purchase from said vendor(s) the fee-simple title in and to the following described real property in
 Marion County, State of Oregon, to-wit:

See attached Exhibit "A"

The true and actual consideration for the transfer, set forth in said contract, is \$32,500.00, payable \$ 5,000.00
 down on the signing of said contract and the balance payable in monthly, quarterly, semi-annual, annual
 installments (indicate which) of not less than \$ 240.00 each; all deferred payments bear interest at the rate
 of 10 % per annum from the date of said contract until 6/1/94, when all sums are due.
 In Witness Whereof the said vendor(s) has executed this memorandum May, 1984.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.
 Hayes Calhoun Eggleston
 or Ronald D. Eggleston / P/A

FORM No. 126—AFFIDAVIT BEFORE NOTARY PUBLIC

STATE OF OREGON,
 County of Marion
 On this the 24th day of May, 1984 personally appeared
Ronald H. Eggleston
 who, being duly sworn (or affirmed), did say that he is the attorney in fact for
Hayes Calhoun Eggleston
 and that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowl-
 edged said instrument to be the act and deed of said principal.



Before me:
Hayes C. Eggleston
 Notary Public for Oregon
 My commission expires: 2-25-87
 (Tab of Office)

Christopher C. Bocel
 P. O. Box 1108
 Salem, Oregon 97308
 NAME ADDRESS ZIP
 Bradley D. & Lisa A. Engleson
 3245 Duncan Avenue N.E.
 Salem, Oregon 97303
 NAME ADDRESS ZIP

Day of _____ 19____
 at _____ o'clock _____ M., and recorded
 in book/reel/volume No. _____ on
 page _____ or as document/file/
 instrument/notarial No. _____
 Record of Deeds of said county.
 Witness my hand and seal of
 County of _____
 By _____ Deputy

MAY 30 1984

145	2.8	2.5
130	3.2	2.2
126	3.6	2.0
120		

13110

REEL 345 PAGE 1801

EXHIBIT "A"

Beginning at a point on the west line of Duncan Avenue 68.5 feet southerly from the point of intersection with the south line of Lot 1, Block 1, Capitola Addition, in Marion County, Oregon; thence southerly along the west line of Duncan Avenue, 75.56 feet, more or less, to the north line of land conveyed to Robert L. Hammond, Et ux, by deed recorded in Volume 557, page 155, Deed Records of Marion County, Oregon; thence north 89°03' West along the north line of said Hammond property, 231.81 feet to the northwest corner thereof; thence north 0°58' east 75.56 feet to a point 68.5 feet south of the southwest corner of Lot 1, Block 1, Capitola; thence east 231.33 feet to the place of beginning.

SAVE AND EXCEPT that portion of the above described tract of land conveyed to the City of Salem by deed recorded August 17, 1968, in Volume 652, Page 611, Deed Records for Marion County, Oregon.

300

13 BK-7-300

MAY 30 1984

STATE OF OREGON

County of Marion

I hereby certify that the within was received and duly recorded by me in Marion County records:

Reel 345 Page 1800

13110

MAY 30 4 03 PM '84
 ALAN H. DAVIDSON
 MARION COUNTY CLERK
 BY 8 DEPUTY
900

FILED
 STATE OF OREGON
 MARION COUNTY COURTS
 FEB 11 8 45 AM '88
 TRIAL COURT ADMINISTRATOR

Defenses

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
 FOR THE COUNTY OF MARION
 (Department of Domestic Relations)

In the Matter of the Marriage of:
 LISA ANN ENGLESON,
 Petitioner,
 and
 BRADLEY DUKE ENGLESON,
 Respondent.

Case No. 88C-30281
 PETITION FOR DISSOLUTION

308 138A-7-20

Petitioner alleges:

I.

The parties were married in Rickreall, Oregon on or about November 14, 1982, and have ever since been husband and wife.

II.

Irreconcilable differences between the parties have caused the irremediable breakdown of their marriage.

III.

No other domestic relations suit or support proceeding involving dependents of this marriage is pending in any court.

IV.

Petitioner has been a resident and domiciliary of Oregon for six continuous months immediately prior hereto.

V.

There are three (3) minor children of the parties, Donald Merrill Engleson, a male, born November 22, 1981 in Salem, Oregon; Edward James Engleson, a male, born December 30, 1983 in Salem, Oregon and

Page

-1- PETITION FOR DISSOLUTION

MacAfee & Freedom Barrow P.C.
 Attorneys At Law
 3000 Market St. N.E.
 Suite 320 Market Street Plaza
 Salem, Oregon 97301
 (503) 588-7400

1.5	2.8	2.5
3.0	3.2	2.2
4.5	3.6	2.0
6.0	4.0	

54158-000 ^{NEW}
 300 130A-7-3w 12100

1 children as beneficiaries on life insurance available through employment.

2 VIII.

3 The parties own real property commonly known as 3245 Duncan
 4 Avenue N.E., Salem, Oregon 97303, and described as stated in Exhibit A
 5 to this Petition and hereby incorporated and made a part of this Petition
 6 by this reference.

7 Petitioner should be awarded said real property subject to
 8 the existing encumbrances, including but not limited to the existing
 9 two Notes and Mortgages to Investors Mortgage Accounts No. 80570 and
 10 No. 80571 and Petitioner agrees to pay said Notes and Mortgages and hold
 11 Respondent harmless therefrom.

12 IX.

13 Respondent should be required to pay Petitioner \$200.00 per month
 14 in spousal support until Petitioner is trained and employed full time
 15 as a Medical Assistant.

16 X.

17 The personal property of the parties should be awarded as follows:

- 18 A. To Petitioner:
 19 . All furniture and housewares not listed in B. below.
 20 . Petitioner's and children's personal possessions, such as toys
 21 clothes and papers.
 22 . The 1964 Ford Falcon automobile.
 23 . The child's .22 caliber rifle and .25 caliber handgun.

KEY TITLE COMPANY 418-28665MD

BORROWER: WENINGER
LOAN NO. 01-887-228435-4

LEGAL DESCRIPTION

300 13BA-7-3W

Beginning at a point on the West line of Duncan Avenue 68.3 feet Southerly from the point of intersection of the South line of Lot 1, Block 1, Capitola Addition in Marion County, Oregon; thence Southerly along the West line of Duncan Avenue 75.56 feet, more or less, to the North line of land conveyed to Robert L. Hammond, et ux, by deed recorded in Volume 557, Page 155, Deed Record, Marion County, Oregon; thence North 89° 03' West along the North line of said Hammond property 231.81 feet to the Northwest corner thereof; thence North 0° 58' East 75.56 feet to a point 68.3 feet South of the Southwest corner of Lot 1, Block 1, Capitola; thence East 231.33 feet to the place of beginning.

~~SAVE AND RETURN~~ that portion conveyed to the City of Salem, by deed recorded August 17, 1968, in Book 632, Page 611, Deed Records, Marion County, Oregon.

STATE OF OREGON

REEL PAGE
869 4

County of Marion
I hereby certify that
the within was received
and duly recorded by
me in Marion County
records:

JUN 18 11 42 AM '91
ALAN M. DAVIDSON
MARION COUNTY CLERK
BY *Red* DEPUTY

Fees \$ 35.00
Hand Returned

13BA-7-3W-12100

2.5	2.8	2.5
3.0	3.2	2.2
3.6	3.6	2.0
4.0		

2.8
2.5
32
2.2
3.6
2.0
40



Loan No. 01-887-228435-4
KEY TITLE COMPANY 18-2800000
AFTER RECORDING MAIL TO:
WASHINGTON MUTUAL SAVINGS BANK
5335 FN MEADOWS ROAD, SUITE 121
LAKE OSWEGO, OR 97035

REEL PAGE
 869 4

(Space Above This Line For Recording Date)

DEED OF TRUST

18-28865

THIS DEED OF TRUST (Security Instrument) is made on July 10th
 19 91. The grantor is RONALD D. WENINGER and LIZ ANN WENINGER, AS TRUSTEES BY THE ENTIRETY
 ("Borrower"). The trustee is KEY TITLE COMPANY, AN OREGON CORPORATION
 ("Trustee"). The beneficiary is Washington Mutual Savings Bank, which is organized and existing under the laws of Washington, and whose address is 1201 Third Avenue, Seattle, Washington, 98101 ("Lender"). Borrower owes Lender the principal sum of FOURTY-FOUR THOUSAND ONE HUNDRED SEVENTY-THREE & 00/100 Dollars (U.S. \$ 44,173.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 30th 2006. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in WASHCO County, Oregon:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

IN WITNESS WHEREOF
 I, RONALD D. WENINGER
 I, LIZ ANN WENINGER

which has the address of 3245 WASHCO AVENUE SE
Oregon 97132 (Property Address)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

2.8
2.2
2.0

Loan #: 01-087-228475-4

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by this Note and any prepayment and late charges due under this Note.

2. **Funds for Taxes and Insurance.** Funds for taxes and insurance shall be applied to the debt evidenced by this Note. Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attach to the Property; (b) yearly household payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any other sums payable by Borrower to Lender, in accordance with the provisions of paragraph 6. In lieu of the payment of mortgage insurance premiums, these items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or orally (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attach to the Property, and household payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly 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 receipts evidencing the payments.

5. **Liens.** Borrower shall not create any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) consents in good faith to the lien by, or abstains from enforcement of the lien by, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) consents to the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach to the Property, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

6. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any amount paid to Borrower. If Borrower abandons the Property, or does not meet or pay a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance proceeds and proceeds remaining from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

7. **Occupancy, Preservation, and Use of Property.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the acquisition of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extraordinary circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment would result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be discontinued with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

8. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the obligations set forth 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, probate, for condemnation or forfeiture or to enforce lease or regulatory), 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, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so. Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

9. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender required) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

845	2.8	2.5
850	3.2	2.2
855	3.6	2.0
860	4.0	

Loan # 01-887-328435-4

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

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or taking of any part of the Property, or for convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.

10. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument. In the event of a partial taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument immediately before the taking, 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 total 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

11. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condormer offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

13. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit 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 assigns this Security Instrument has done not execute the Note (a) is co-signing this Security Instrument only to mortgage, grant and convey the Property to the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by the Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

14. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limit, 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 exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by making 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.

15. 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 mail addressed to Lender's address shown on the Note 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 this paragraph.

16. 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 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.

17. Borrower's Copy. Borrower shall be given one confirmed copy of the Note and of this Security Instrument. If all or any part of the Property or any interest in it is sold or transferred (a) 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 these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Foreclose. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 90 days for each other period as applicable law may specify for this Security Instrument before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. These conditions are that Borrower: (a) pays Lender all sums secured by this Security Instrument, (b) pays all expenses incurred in and the Note as if no acceleration had occurred, (c) pays any amount of any other covenants or agreements, (d) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorney's fees, and (e) takes such action as Lender may reasonably require to assure that the sale 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 uninterrupted. Upon satisfaction by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective to the extent of the sums not paid. However, this right to terminate shall not apply in the case of acceleration under paragraph 17.

19. Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the loan servicer. The loan servicer shall receive all payments due under the Note and the Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, deposit, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law and the following sentences, guidelines, standards, other permits or local, state or federal laws, rules, regulations and orders. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. NONUSUAL COVENANTS. Borrower and Lender have agreed as follows:

21. Acceleration. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument and will prior to acceleration under paragraph 17 unless applicable law prohibits acceleration. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) the right to cure the default on or before the date specified in the notice may result in termination of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to accelerate after acceleration, and the right to bring a court action to secure the consequences of a default or any other default 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 invoke 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 21, including, but not limited to, reasonable attorney's fees and costs of the actions.

2.8	2.5
3.2	2.2
3.6	2.0
4.0	

If Lender invokes the power of sale, Lender shall execute or cause Trustee 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 provided by applicable law, 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 any order Trustee determines. Trustee may postpone sale of all or any parcel 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 recitals 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 expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

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 to 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. **Attorneys' Fees.** As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

25. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check applicable box(es))

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) (specify) | | |

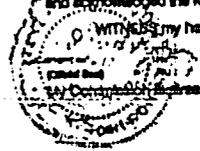
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders executed by Borrower and recorded with it.

Ronald D. Wenzinger
RONALD D. WENZINGER

Lea Ann Wenzinger
LEA ANN WENZINGER

STATE OF OREGON
Harrison County ss:
On this 15th day of July, 1991, personally appeared the above named
RONALD D. WENZINGER and LEA ANN WENZINGER

and acknowledged the foregoing instrument to be his/hers/their voluntary act and deed.



7/17/93

Shirley Kay Zeffler

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: _____
WASHINGTON MUTUAL SAVINGS BANK
a corporation

By _____

Mail reconveyance to _____

45	2.8	2.5
30	3.2	2.2
26	3.6	2.0
40		

REEL 869 PAGE 113

SPECIAL WARRANTY DEED - STATUTORY FORM

Donald R. Beall, Grantor, conveys and specially warrants to Bradley D. Engleson and Lisa A. Engleson, Grantees, the following-described real property free of encumbrances created or suffered by the Grantor except as specifically set forth herein, situated in Marion County, Oregon, to-wit:

An undivided one-third (1/3) interest in the following: Beginning at a point on the West line of Duncan Avenue 68.5 feet Southerly from the point of intersection of the South line of Lot 1, Block 1, Capitol Addition in Marion County, Oregon; thence Southerly along the West line of Duncan Avenue 75.56 feet, more or less, to the North line of land conveyed to Robert L. Hammond, et ux, by deed recorded in Volume 557, Page 155, Deed Records, Marion County, Oregon; thence North 89° 03' West along the North line of said Hammond property 231.81 feet to the Northwest corner thereof; thence North 0° 58' East 75.56 feet to a point 68.5 feet South of the Southwest corner of Lot 1, Block 1, Capitol; thence East 231.33 feet to the place of beginning.

300
13BA-7-3W

SAVE AND EXCEPT that portion conveyed to the City of Salem, by deed recorded August 17, 1968, in Book 652, Page 611, Deed Records, Marion County, Oregon.

SUBJECT TO covenant, including the terms and conditions thereof, recorded March 14, 1963, in Reel 305, Page 554, Microfilm Records, Marion County, Oregon.

The said property is free of any encumbrances created or suffered by the Grantor except as above.

The true consideration for this conveyance is \$10,833.33.

Dated this 8th day of July, 1991.

Donald R. Beall
Donald R. Beall

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

STATE OF OREGON }
County of Marion }

July 8, 1991.
Personally appeared the above-named Donald R. Beall and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



Christine M. Ball
Notary Public for Oregon
My Commission Expires 8/21/91

Bradley D. Engleson
Route 1, Box 726
Corvallis, OR 97330

Unless a change is requested, all tax statements shall be sent to the following address:
no change

18-28665

13BA-7-3W-12100

145	2.8	2.5
130		
126	3.2	2.2
121	3.6	
117	4.0	2.0

REEL 069 PAGE 113

SPECIAL WARRANTY DEED - STATUTORY FORM

Donald R. Buell, Grantor, conveys and specially warrants to Bradley D. Engleson and Lisa A. Engleson, Grantees, the following-described real property free of encumbrances created or suffered by the Grantor except as specifically set forth herein, situated in Marion County, Oregon, to-wit:

An undivided one-third (1/3) interest in the following: Beginning at a point on the West line of Duncan Avenue 68.5 feet Southerly from the point of intersection of the South line of Lot 1, Block 1, Capitola Addition in Marion County, Oregon; thence Southerly along the West line of Duncan Avenue 75.56 feet, more or less, to the North line of land conveyed to Robert L. Hammond, et ux, by deed recorded in Volume 557, Page 155, Deed Records, Marion County, Oregon; thence North 89°03' West along the North line of said Hammond property 231.81 feet to the Northwest corner thereof, thence North 0°58' East 75.56 feet to a point 68.5 feet South of the Southwest corner of Lot 1, Block 1, Capitola; thence East 231.33 feet to the place of beginning.

300
13BA-7-3W

SAVE AND EXCEPT that portion conveyed to the City of Salem, by deed recorded August 17, 1968, in Book 652, Page 611, Deed Records, Marion County, Oregon.

SUBJECT TO covenant, including the terms and conditions thereof, recorded March 14, 1983, in Reel 305, Page 554, Microfilm Records Marion County, Oregon.

The said property is free of any encumbrances created or suffered by the Grantor except none.

The true consideration for this conveyance is \$10,833.33.

Dated this 8th day of July, 1991.

Donald R. Buell
Donald R. Buell

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

STATE OF OREGON }
County of Marion } ss.

July 8, 1991.
Personally appeared the above-named Donald R. Buell and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:

Christie M. Bell
Notary Public for Oregon
My Commission Expires 8/21/91



Until a change is requested, all tax statements shall be sent to the following address: no change

Bradley D. Engleson
Box 774
Coombs, OR 97632

18-Blade 5

13BA-7-3W-2100

10 11

45	28	2.5
30	32	2.2
25	36	2.0
20	40	

PROFESSIONAL CORPORATION
 I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Marion, Oregon.

Witness my hand and the seal of said County at Marion, Oregon, this 16th day of July, 1991.

ALAN H. DAVIDSON
 MARION COUNTY CLERK

BY J. M. DEPUTY

STATE OF OREGON
 County of Marion
 I hereby certify that the within was received and duly recorded by me in Marion County records.

STATE OF OREGON
 County of Marion
 I hereby certify that the within was received and duly recorded by me in Marion County records.
 Fee \$ 2.50
 Hand Returned

REEL PAGE
 869 113
 JUL 16 4 59 PM '91
 ALAN H. DAVIDSON
 MARION COUNTY CLERK
 BY J. M. DEPUTY



18-1192
 JUN 21 1991

45	2.8	2.5
40	3.2	2.2
36	3.6	2.0
32	4.0	

REEL PAGE
869 114

SPECIAL WARRANTY DEED - STATUTORY FORM

Bruce Buell, Grantor, conveys and specially warrants to Bradley D. Engleson and Lisa A. Engleson, Grantees, the following-described real property free of encumbrances created or suffered by the Grantor except as specifically set forth herein, situated in Marion County, Oregon, to-wit:

An undivided one-third (1/3) interest in the following: Beginning at a point on the West line of Duncan Avenue 63.5 feet Southerly from the point of intersection of the South line of Lot 1, Block 1, Capitola Addition in Marion County, Oregon; thence Southerly along the West line of Duncan Avenue 75.56 feet, more or less, to the North line of land conveyed to Robert L. Hammond, et ux, by deed recorded in Volume 557, Page 155, Deed Records, Marion County, Oregon; thence North 89°03' West along the North line of said Hammond property 231.81 feet to the Northwest corner thereof; thence North 0°58' East 75.56 feet to a point 68.5 feet South of the Southwest corner of Lot 1, Block 1, Capitola; thence East 231.33 feet to the place of beginning.

300
13BA-
7-3W

SAVE AND EXCEPT that portion conveyed to the City of Salem, by deed recorded August 17, 1968, in Book 652, Page 611, Deed Records, Marion County, Oregon.

SUBJECT TO covenant, including the terms and conditions thereof, recorded March 14, 1983, in Reel 305, Page 554, Microfilm Records Marion County, Oregon.

The said property is free of any encumbrances created or suffered by the Grantor except above.

The true consideration for this conveyance is \$10,833.33.

Dated this 7-9-91 day of July, 1991.

Bruce Buell
Bruce Buell

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

STATE OF CALIFORNIA)
County of Riverside) ss.

July 9, 1991.
Personally appeared the above-named Bruce Buell and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:



Lori A. Tornie
Notary Public for California
My Commission Expires:

After recording return to:
Bradley D. Engleson
Route 1, Box 724
Covey, MD 65632

Until a change is requested, all tax statements shall be sent to the following address: no change

18-28665

13BA-7-3W-12100

45	28	2.5
30	32	2.2
36	40	2.0

18-28665

300
13BA-7-3W

REEL PAGE
669 113

SPECIAL WARRANTY DEED - STATUTORY FORM

June Arnold, Grantor, conveys and specially warrants to Bradley D. Engelson and Lisa A. Engelson, Grantees, the following-described real property free of encumbrances created or suffered by the Grantor except as specifically set forth herein, situated in Marion County, Oregon, to-wit:

An undivided one-third (1/3) interest in the following: Beginning at a point on the West line of Duncan Avenue 68.5 feet Southerly from the point of intersection of the South East of Lot 1, Block 1, Capthol Addition in Marion County, Oregon; thence Southerly along the West line of Duncan Avenue 75.56 feet, more or less, to the North line of land conveyed to Robert L. Hammond, et ux, by deed recorded in Volume 557, Page 155, Deed Records, Marion County, Oregon; thence North 89° 03' West along the North line of said Hammond property 231.81 feet to the Northwest corner thereof; thence North 0° 38' East 75.56 feet to a point 68.5 feet South of the Southwest corner of Lot 1, Block 1, Capthol; thence East 231.33 feet to the place of beginning.

SAVE AND EXCEPT that portion conveyed to the City of Salem, by deed recorded August 17, 1968, in Book 652, Page 611, Deed Records, Marion County, Oregon.

SUBJECT TO covenant, including the terms and conditions thereof, recorded March 14, 1983, in Reel 305, Page 534, Microfilm Records Marion County, Oregon.

The said property is free of any encumbrances created or suffered by the Grantor except none.

The true consideration for this conveyance is \$10,833.33.

Dated this 8 day of July, 1991.

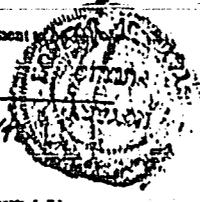
June L. Arnold
June Arnold

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

STATE OF OREGON
County of Washington Co } ss.
July 9th, 1991.

Personally appeared the above-named June Arnold and acknowledged the foregoing instrument as her voluntary act and deed. Before me:

[Signature]
Notary Public for Oregon
My Commission Expires: 11/5/92



After recording return to:
Bradley D. Engelson
Route 1, Box 724
Crescent, MO 65632

Until a change is registered, all correspondence shall be sent to the following address: n.o. Change

13BA-7-3W-12100

2.5
 2.2
 2.0

10 11

I hereby certify that the within was received and duly recorded by me in Marion County records:

[Faint, mostly illegible text, likely a legal description or deed content.]

[Faint, mostly illegible text, likely a signature or date.]

[Faint, mostly illegible text, likely a signature.]

[Faint, mostly illegible text, likely a legal description or deed content.]



STATE OF OREGON

County of Marion

I hereby certify that the within was received and duly recorded by me in Marion County records:

Fee \$ 3.50
 Hand Returned

REEL 669
 PAGE 115

JUN 16 4 55 PM '31

ALAN H. DAVIDSON
 MARION COUNTY CLERK

BY T.M. DEPUTY

1931 JUN 16

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not paid when due shall bear simple interest at 9% per year. All support payments shall be made directly to the wife by deposit to her bank, Oregon employees Credit Union, 1550 State Street S.E., Salem, Oregon 97301, Account number: 239075000.

4. As further child support husband is ordered to maintain major medical and dental insurance for said children for the period of the child support obligation. If such insurance is available to the husband through his employment at a cost of less than \$50 per month, and is ordered to pay to wife one-half of any uninsured or unreimbursed medical, dental, optical and orthodontia expenses of said children.

5. As further child support, the husband is ordered to maintain the said children as primary beneficiaries on any life insurance furnished by husband's employment and is ordered to provide information to wife upon request regarding the active status of such insurance.

6. The husband is granted the right to claim EDWARD ENGLESON, as a dependent for income tax purposes and the wife is ordered to sign any documents required by law to permit the claim of exemption.

7. The husband is awarded the parties' real property located at 3245 Duncan Ave. N.E., Salem, Oregon 97303, more particularly described as follows:

Beginning at a point on the west line of Duncan Avenue 68.5 feet southerly from the point of intersection with the south line of Lot 1, Block 1, Capitola Addition, in Marion County, Oregon; thence southerly along the west line of Duncan Avenue, 75.56 feet, more or less, to the north line of land conveyed to Robert L. Hammond, et ux, by deed recorded in Volume 557, page 155, Deed Records of Marion County, Oregon; thence north 89 degrees 03' West along the north line of said Hammond property, 231.81 feet to the northwest corner thereof; thence north 0 degrees 58' east 75.56 feet to a point 68.5 feet south of the southwest corner of Lot 1, Block 1, Capitola; thence east 231.33 feet to the place of beginning.

300
13BA-7-3W

SAVE AND EXCEPT that portion of the above described tract of land conveyed to the City of Salem by deed recorded August 17, 1968, in Volume 652, Page 611, Deed Records for Marion County, Oregon.

13BA-7-3W-12100

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DU 31

subject to any encumbrances thereon.

8. The husband is awarded all personal property and vehicles now in his possession and his P.E.R.S. and deferred compensation through the State of Oregon.

9. The wife is awarded all household furnishings and personal property now in her possession and the vehicle in her possession and she is also awarded a judgment against the husband for \$9,250 with interest thereon at the rate of 9% per annum payable in monthly payments of \$150 per month with each payment being applied first to interest due and the balance if any being applied to reduction of principle.

10. The wife is ordered to assume and pay the following debts:

ONE-HALF OF THE BALANCE DUE TO ITT FINANCIAL	\$1,200
NORTH AMERICAN CORRESPONDENCE SCHOOL	350
MOBIL OIL CREDIT CORPORATION	100
B/P OIL COMPANY	30

and she is ordered to save and hold the husband harmless therefrom.

11. The husband is ordered to assume and pay the following debts and to save and hold the wife harmless therefrom:

ONE-HALF OF THE BALANCE DUE TO ITT FINANCIAL	\$1,200
INVESTORS MORTGAGE	31,000
JUDSON'S INC.	250
OREGON EMPLOYEE'S FEDERAL CREDIT UNION	1,300
ALL PRIOR AND FUTURE PROPERTY TAXES	1,800

12. Each party is ordered to assume and pay his or her own separate debts incurred after 10-08-89.

13. The wife's maiden name, LISA ANN SPOHN, is hereby restored to her.

14. It is ordered that neither party shall move from the Salem or Keizer, Oregon area without a written 60 day notice to the other party.

15. It is ordered that each child upon attaining the age of 13 years shall have the right to choose which parent the child wants to live with as the child's primary residence. Neither party has the right to deny the child such choice.

16. Each party is ordered to sign such documents as necessary to transfer title or ownership or to otherwise

Page 3. JUDGMENT OF DISSOLUTION OF MARRIAGE

PUBLISHED BY THE
 CLERK OF THE COURT
 SALEM, OREGON 97301
 TELEPHONE 338-3625

103-01-111

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effectuate the terms of this judgment.

1

2 ORCP 70 A (2) (a) MONEY JUDGMENT INFORMATION

3 A. Judgment Creditor: LISA ANN ENGLESON

4 B. Attorney for Judgment Creditor: None

5 C. Judgment Debtor: BRADLEY DUKE ENGLESON

6 D. Amount of Judgment: Child support of \$117, per

7 child per month, for a total of \$351 a month,

8 commencing on the date when this document is

9 signed by the judge and continuing on the first

10 day of each month thereafter as provided in

11 paragraph 3 above.

12 E. Pre-judgment interest: None

13 F. Child support post-judgment interest:

14 (i) Interest accrues on any unpaid child support from

15 the date such support is due until paid.

16 (ii) Rate of interest: 9% per annum simple interest.

17 G. Judgment for attorney fees and costs: None

18

19 ORCP 70 A (2) (a) MONEY JUDGMENT INFORMATION:

20 A. Judgment Creditor: LISA ANN ENGLESON

21 B. Attorney for Judgment Creditor: None

22 C. Judgment Debtor: BRADLEY DUKE ENGLESON

23 D. Amount of Judgment: \$9,250

24 E. Pre-judgment interest: N/A

25 (i) Interest accrues on balance of N/A

26 (ii) Interest accrues commencing on N/A

27 (iii) Rate of interest: 9% per annum simple interest

28 F. Post-judgment interest:

29 (i) Interest accrues on balance of \$9,250

30 (ii) Interest accrues commencing on DATE OF JUDGMENT

31 (iii) Rate of interest: 9% per annum simple interest

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PLACEMENT SERVICE
 CHANGING YOUR PHONE NUMBER
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G. Judgment for attorney fees and costs: None
 Dated: May 1 1990.

[Signature]

 CIRCUIT JUDGE

NOTICE OF INCOME WITHHOLDING

The support order is enforceable by income withholding under ORS 25.310. Withholding may occur whenever there are arrearages at least equal to the support payment for one month, or whenever the obligated parent requests such withholding. The District Attorney or, as appropriate, the Support Enforcement Division of the Dept. of Justice will assist in securing such withholding.

SUBMITTED BY:
 ROBERT E. NORDYKE, OSB #70105
 Attorney for Petitioner

RECEIVED
 CLERK OF COURT
 JUNE 1 1990

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DATA SHEET

1 PETITIONER: BRADLEY DUKE ENGLESON
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 3 Employer: OREGON STATE HOSPITAL
 4
 5 Residence: 3245 DUNCAN AVE. N.E.
 6 SALEM, OREGON 97303
 7
 8 Social Security Number: 469-70-6657
 9
 10 Date of Birth: 11-09-35

11 RESPONDENT: LISA ANN ENGLESON
 12
 13 Maiden/Former name(s): SPOHN, MACE
 14
 15 Employer: LTD NURSING SERVICE
 16
 17 Residence: 1535 6TH ST N.W.
 18 SALEM, OREGON 97304
 19
 20 Social Security Number: 458-31-0904
 21
 22 Date of Birth: 11-18-60

23 DATE OF MARRIAGE: 11-14-82
 24
 25 PLACE OF MARRIAGE: RICKWELL, FOLK CO., OREGON

26 NUMBER OF CHILDREN OF THIS MARRIAGE:
 27
 28 DONALD MERRILL ENGLESON, born 11-22-81, SS#: 540-04-1911
 29 EDWARD JAMES ENGLESON, born 12-30-84, SS#: 453-27-2044
 30 MEGHAN LYNN ENGLESON, born 01-26-87, SS#: 841-19-1365

RECEIVED
 SALEM, OREGON 97303
 TELEPHONE 338-3323

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BY COURT ADMINISTRATOR

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IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF POLK

IN THE MATTER OF THE MARRIAGE OF)
BRADLEY DUKE ENGLESON)
Petitioner)
and)
LISA ANN ENGLESON)
Respondent)

NO 89P-2898
STIPULATED JUDGMENT MODIFYING
JUDGMENT OF DISSOLUTION OF
MARRIAGE

THE PARTIES having stipulated to the entry of this judgment and having hereby represented to this court that a significant change of circumstances has occurred and that it is now in the best interests of the three minor children of the parties that the children reside primarily with the father, and that the parties have also agreed to satisfy the current child support arrears judgment and the judgment of \$9,250 plus interest on page 3, paragraph 9, of the Judgment of Dissolution of Marriage in consideration for future child support, and the parties having cleared this change of custody with CSD, and the court being fully advised, NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The child custody is modified to provide that the parties are awarded joint custody of the parties three minor children, Donald, Edward and Meghan Engleson with the petitioner to have the children 60% of the time and the respondent to have the children 40% of the time. In order to obtain 40% of the time, the respondent shall be entitled to a visitation every other weekend with the weekend to be determined by the respondent's work schedule. The respondent shall also have a mid-week evening visit every week plus an extended summer visitation up to six (6) weeks. The parties shall also alternate summer visitation up to six (6) weeks. The parties shall also alternate the major holidays and birthdays as provided in Rule 8.085. The children will reside with the petitioner at all other times.

2. The respondent is not ordered to pay child support to the petitioner.

3. The petitioner's obligation to provide medical insurance benefits for the parties' children shall remain unchanged but the obligation of the parties to equally pay the uninsured and unreimbursed medical, dental, optical and

Page 1. STIPULATED JUDGMENT MODIFYING JUDGMENT OF DISSOLUTION

ROBERT E. NORFOLK, CLU, #70025
INSURANCE AGENT
1200 N. GASTON ST., SUITE 100
PORTLAND, OREGON 97232
PHONE 325-8811

2-28-91

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FILED
 POLK COUNTY OREGON
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 BY COURT ADMINISTRATOR
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IN THE CIRCUIT COURT OF THE STATE OF OREGON
 FOR THE COUNTY OF POLK

IN THE MATTER OF THE MARRIAGE OF)
 BRADLEY DUKE ENGLESON)
 and)
 LISA ANN ENGLESON)
 Respondent)

NO 89P-2898

STIPULATED JUDGMENT MODIFYING
 JUDGMENT OF DISSOLUTION OF
 MARRIAGE

THE PARTIES having stipulated to the entry of this judgment and having herby represented to this court that a significant change of circumstances has occurred and that it is now in the best interests of the three minor children of the parties that the children reside primarily with the father, and that the parties have also agreed to satisfy the current child support arrears judgment and the judgment of \$9,250 plus interest on page 3, paragraph 9, of the Judgment of Dissolution of Marriage in consideration for future child support, and the parties having cleared this change of custody with CSD, and the court being fully advised, NOW THEREFORE,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. The child custody is modified to provide that the parties are awarded joint custody of the parties three minor children, Donald, Edward and Meghan Engleson with the petitioner to have the children 60% of the time and the respondent to have the children 40% of the time. In order to obtain 40% of the time, the respondent shall be entitled to a visitation every other weekend with the weekend to be determined by the respondent's work schedule. The respondent shall also have a mid-week evening visit every week plus an extended summer visitation up to six (6) weeks. The parties shall also alternate summer visitation up to six (6) weeks. The parties shall also alternate the major holidays and birthdays as provided in Rule 8.085. The children will reside with the petitioner at all other times.

2. The respondent is not ordered to pay child support to the petitioner.

3. The petitioner's obligation to provide medical insurance benefits for the parties' children shall remain unchanged but the obligation of the parties to equally pay the uninsured and unreimbursed medical, dental, optical and

Page 1: STIPULATED JUDGMENT MODIFYING JUDGMENT OF DISSOLUTION

ROBERT E. MOORE, CLU #7000
 COURT REPORTER
 1000 N. GASTON ST.
 SEASIDE, OREGON 97138
 TELEPHONE 325-8828

15-228-A1
 2-28-89

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orthodontia expenses of the children is hereby terminated.

4. As a further part of the child custody changes made hereinabove, it is ordered that neither party shall move with the children out of the Marion and Polk County area or out of the State of Oregon without first providing a written 60 day notice to the other party.

5. Based upon change in the time sharing arrangement relating to the two sons of the parties since April of 1990, and based upon the fact that the petitioner has had physical custody of Meghan Engleson for a majority of the time since March 8, 1990, it is hereby ordered that the child support obligation of the petitioner to pay child support for Meghan Engleson is terminated as of 03-08-90 and the child support obligation of the petitioner to pay child support for Donald and Edward Engleson is terminated as of 04-30-90.

Dated this 26th day of February, 1991.

[Signature]
CIRCUIT JUDGE

SO STIPULATED:

[Signature] BRADLEY ENGLESON DATED 2/21/91
[Signature] LISA ENGLESON DATED 2/21/91

SUBMITTED BY:
ROBERT E. NORDYKE OSB#70105
Attorney for Respondent

ROBERT E. NORDYKE
ATTORNEY AT LAW
SALIDA OREGON 97138
TELEPHONE 531-2222

2. STIPULATED JUDGMENT MODIFYING JUDGMENT OF DISSOLUTION

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 TRIAL COURT ADMINISTRATOR
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IN THE CIRCUIT COURT OF THE STATE OF OREGON
 FOR THE COUNTY OF POLK

IN THE MATTER OF THE MARRIAGE OF)
 BRADLEY DUKE ENGLESON)
 and)
 LISA ANN ENGLESON) Respondent

NO 89P-2898

SATISFACTION OF JUDGMENT

BASED UPON a notification in child custody which has been agreed to by the parties, and the agreement that the respondent shall not pay child support, the respondent hereby satisfied in full all child support arrears owed by the petitioner plus any accrued interest as of the date of this Satisfaction, and also hereby satisfies in full all sums due under the judgment for \$9,250 plus any accrued interest on said judgment appearing on page 3, paragraph 9, of the Judgment of Dissolution of Marriage entered herein on 02-01-90, and the clerk of the court is directed to enter the satisfaction of said judgment and all child support arrears in the court docket.

Dated this 21st day of February, 1991.

Lisa Ann Engleson Spk
 LISA ANN ENGLESON
 1435 76TH ST. NW, SALEM, OR

STATE OF OREGON)
 COUNTY OF MARION) ss

This instrument was acknowledged before me on February 21, 1991 by Lisa Ann Engleson.

OFFICIAL SEAL
 REBECCA A. MALLERY
 NOTARY PUBLIC - OREGON
 COMMISSION NO. 000831
 MY COMMISSION EXPIRES AUG 2, 1991

Rebecca A Mallery
 NOTARY PUBLIC FOR OREGON
 My Commission expires: 8-2-91

Page 1. SATISFACTION OF JUDGMENT

FEB 16 1991
 FEB 10 1991

ROBERT E. NORRIS, CLERK
 POLK COUNTY CLERK
 SALEM, OREGON 97301
 TELEPHONE 333-8888

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NOTICE TO CREDITORS

IN SENATE

COMMISSIONERS OF LAND AND FOREST

STATE OF OREGON

WHEREAS, the following is a list of the names of the persons who are entitled to receive the proceeds of the sale of the land described in the foregoing notice, and the amount of their respective shares, to-wit:

...

STATE OF OREGON
 County of Marion
 I hereby certify that
 the within was received
 and duly recorded by
 me in Marion County

REEL PAGE
 869 120

JUL 15 4 33 PM '91
 ALAN M. DAVIDSON
 MARION COUNTY CLERK
 BY [Signature] DEPUTY

Fee \$ 70⁰⁰
 Hand Returned

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REEL PAGE
869 116

After recording, return to:
Bradley D. Engleson
Route 1, Box 72A
Conasa, MD 65632

Witness Certificate

18-28665

STATE OF OREGON,)
County of Polk.) ss.

I, CANDIA L. RICH, Trial Court Clerk of the County of Polk, State of Oregon, do hereby certify that the foregoing copy of Case No. 89P-2890 BRADLEY DUKE ENGLESON VS. LISA ANN ENGLESON - Dissolution, Modification and Satisfaction of Judgment

has been by me compared with the original and that it is a correct transcript therefrom and of the whole of such original as the same appears of record and on file in my office and in my care and custody.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Circuit Court at Dallas, Oregon, this 16th day of July, 1981.

CANDIA L. RICH, Trial Court Clerk
By [Signature]
Court Operations Specialist

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FILED
POLK COUNTY OREGON
1990 FEB -1 AM 10:53
COURT ADMINISTRATOR

IN THE CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF POLK

1
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3 IN THE MATTER OF THE MARRIAGE OF
4 BRADLEY DUKE ENGLESON
5 Petitioner, (Husband)
6 and
7 LISA ANN ENGLESON
8 Respondent, (Wife)

NO. 89P-2898
JUDGMENT OF DISSOLUTION
OF MARRIAGE

9 THIS MATTER came on before the Court on the Motion and
10 affidavit of the petitioner and the respondent was found in
11 default, and

12 The Court finds that there exist between the parties
13 irreconcilable differences which have caused an irremediable
14 breakdown of the marriage and that three children were born of
15 this marriage, namely: DONALD MERRILL ENGLESON, born 11-22-81,
16 SS#: 540-04-1911, EDWARD JAMES ENGLESON, born 12-30-84, SS#:
17 453-27-2044, and MEGHAN LYNN ENGLESON, born 01-26-87, SS#: 541-19-1365. The Court being fully advised herein, NOW,
18 THEREFORE,

19 IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

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1. The marriage of the parties is hereby dissolved and said dissolution is finally effective: March 3, 1990.
 2. The parties are awarded joint custody of the said three minor children with the husband to have the children 40% of the time and the wife to have the children 60% of the time. In order to obtain 40% of the time, the husband shall be entitled to a visitation every other weekend from Friday afternoon after his work, until Sunday at 6:00P.M., plus a mid-week evening visit and plus an extended summer visitation up to six weeks. The parties shall also share the time with the children on major holidays and birthdays as provided in rule 8.085.
 3. Wife is awarded a judgment against the husband for child support in the amount of \$117 per child per month, a total of \$351, and a like payment on the first day of each month thereafter until said children reach the age of 18, become married or emancipated, whichever occurs first, except that said support shall continue if the child meets the requirements of ORS 107.108 for a child attending school. All support payments

RECEIVED
COURT CLERK
POLK COUNTY OREGON
FEBRUARY 28 1990

Handwritten initials/signature

Handwritten initials/signature

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WARRANTY DEED
 (Statutory Form)

REEL PAGE
 869 117

GRANTOR: **BRADLEY D. ENGLESON**
 CONVEYS AND WARRANTS TO
 GRANTEE: **RONALD D. WENINGER and LEA ANN WENINGER, as tenants by the entirety**

the following described real property free of encumbrances except as specifically set forth herein:
 Beginning at a point on the West line of Duncan Avenue 68.5 feet Southerly from the point of intersection of the South line of Lot 1, Block 1, Capitola Addition in Marion County, Oregon; thence Southerly along the West line of Duncan Avenue 75.56 feet, more or less, to the North line of land conveyed to Robert L. Hammond, et ux, by deed recorded in Volume 557, Page 155, Deed Records, Marion County, Oregon; thence North 89° 03' West along the North line of said Hammond property 231.81 feet to the Northwest corner thereof; thence North 0° 58' East 75.56 feet to a point 68.5 feet South of the Southwest corner of Lot 1, Block 1, Capitola; thence East 231.33 feet to the place of beginning.

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 13BA-
 7-3W

SAVE AND EXCEPT that portion conveyed to the City of Salem, by deed recorded August 17, 1969, in Book 652, Page 611, Deed Records, Marion County, Oregon.

Real Property Tax Account No.: 54158-000

SUBJECT TO:
 1. Taxes for the fiscal year 1991-92, a lien in an amount to be determined, but not yet payable.
 2. Covenant, including the terms and provisions thereof, recorded March 14, 1983 in Reel 305, Page 554, Microfilm records, Marion County, Oregon.

18-28065

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

The true and actual consideration for this transfer stated in terms of dollars is \$ 48,500.00. However, if the actual consideration consists of or includes other property or other value given or promised, such other property or value was part of the / the whole of the (indicate which) consideration.

If grantor is a corporation, this has been signed by authority of the Board of Directors.

GRANTOR: Bradley D. Engleson

DATED: July 18, 1991

Use a change in recipient, or use commission check for use in the following address:
 Ronald D. Weninger & Lea Ann Weninger, 3245 Duncan Avenue NE, Salem, Oregon 97303

STATE OF OREGON, County of Marion
 Date: July 18, 1991
 Personally appeared Bradley D. Engleson
 D. Engleson
 his duly authorized representative to be and he acknowledged to be and he acknowledged to be and he acknowledged to be
 My commission expires 7/17/93

STATE OF OREGON, County of Marion
 Date: _____ who being sworn, stated
 Personally appeared _____ of grantor, corporation
 that he/she is the _____ of grantor corporation
 and that this instrument was voluntarily signed on behalf of the corporation. Before me:

WARRANTY DEED
 ENGLESON TO WENINGER
 AFTER RECORDING RETURN TO
 Ronald & Lea Ann Weninger
 3245 Duncan Avenue NE
 Salem, Oregon 97303

STATE OF OREGON
 County of Marion
 I hereby certify that the within was received and duly recorded by me in Marion County records:
 Fee \$ 25.00
 Hand Returned
 REEL PAGE
 869 117
 JUL 16 4 35 PM '91
 ALAN H. DAVIDSON
 MARION COUNTY CLERK
 BY J. J. [Signature] DEPUTY

13BA-7-3W-12100

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Beginning at a point on the West line of Duncan Avenue 68.5 feet Southerly from the point of intersection of the South line of Lot 1, Block 1, Capitola Addition in Marion County, Oregon; thence Southerly along the West line of Duncan Avenue 75.56 feet, more or less, to the North line of land conveyed to Robert L. Hammond, et ux, by deed recorded in Volume 557, Page 155, Deed Record, Marion County, Oregon; thence North 69° 03' West along the North line of said Hammond property 231.81 feet to the Northwest corner thereof; thence North 0° 58' East 75.56 feet to a point 68.5 feet South of the Southeast corner of Lot 1, Block 1, Capitola; thence East 231.33 feet to the place of beginning.

SAVE AND EXCEPT that portion conveyed to the City of Salem, by deed recorded August 17, 1968, in Book 652, Page 611, Deed Records, Marion County, Oregon.

Real Property Tax Account No.: 54158-000
 Situs Address as disclosed by Marion County Tax Roll: 3245 Duncan Ave NE
 Salem, OR 97303

13BA-7-3W-12100

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REEL:1174 **PAGE: 324**

June 23, 1994 , 09:07A

CONTROL #: 1174324

State of Oregon
County of Marion

I hereby certify that the attached
instrument was received and duly
recorded by me in Marion County
records:

FEE: \$25.00

ALAN H DAVIDSON
COUNTY CLERK

REC 18 MAR

4.5 2.8 2.5
 3.0 3.2 2.2
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THIS TRUST DEED, made this 17th day of June 1994, between
 RONALD D. WILMINGTON AND LEA ANN MENINGER
 Oregon Title Insurance Company
 as Grantor,
 Employees Federal Credit Union
 as Trustee, and
 as Beneficiary,
 WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in
 Marion County, Oregon, described as:
 See Legal Description Attached
 PAYERS HAVE THE RIGHT TO REPAY THEIR ENTIRE LOAN AT ANY TIME WITHOUT PENALTY.

FOR THE PURPOSE OF SECURING PERFORMANCE of such agreement of grantor herein contained and payment of the same
 together with all and complete the interests, benefits and appurtenances and all other rights therein belonging to or paid in connection with
 the property:
 (556,000.00)
 Fifty-Six Thousand Dollars and no/100

18-44183

1. To protect the security of this trust, grantor agrees
 2. To complete or cause to be completed the property in good condition and ready for occupancy or improvement which may be constructed
 3. To complete or cause to be completed the property in good condition and ready for occupancy or improvement which may be constructed
 4. To complete or cause to be completed the property in good condition and ready for occupancy or improvement which may be constructed
 5. To complete or cause to be completed the property in good condition and ready for occupancy or improvement which may be constructed
 6. To complete or cause to be completed the property in good condition and ready for occupancy or improvement which may be constructed
 7. To complete or cause to be completed the property in good condition and ready for occupancy or improvement which may be constructed
 8. To complete or cause to be completed the property in good condition and ready for occupancy or improvement which may be constructed
 9. To complete or cause to be completed the property in good condition and ready for occupancy or improvement which may be constructed
 10. To complete or cause to be completed the property in good condition and ready for occupancy or improvement which may be constructed

NOTE: The Trust Deed Act provides that the trustee hereunder shall be either an attorney who is the active member of the Oregon State Bar, a bank, trust company
 or savings and loan institution authorized to do business under the laws of Oregon or the United States, a title insurance company licensed to issue title in real
 property of this state, or a partnership, association, agent or broker, the United States or any agency thereof, or an insurance agent licensed under ORS 94A.020 to 94A.040
 to issue title insurance. The trustee hereunder shall be either an attorney who is the active member of the Oregon State Bar, a bank, trust company
 or savings and loan institution authorized to do business under the laws of Oregon or the United States, a title insurance company licensed to issue title in real
 property of this state, or a partnership, association, agent or broker, the United States or any agency thereof, or an insurance agent licensed under ORS 94A.020 to 94A.040
 to issue title insurance.

TRUST DEED
 Grantor
 Employees Federal Credit Union
 Beneficiary
 Employees Federal Credit Union
 1000 N.E. Circle Blvd.
 Corvallis, Oregon 97330

STATE OF OREGON,
 County of _____
 I certify that the within instru-
 ment was received for record on the
 day of _____, 19____,
 at _____ o'clock _____ M., and recorded
 in book _____/volume _____, on
 page _____, as an fee/fee/instru-
 ment/mortgage/reception No. _____
 of said County.
 Witness my hand and seal of
 County of _____

 Deputy

45	2.8	2.5
50	3.2	2.2
55	3.6	
60	4.0	2.0

which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantee in such proceedings, shall be paid to beneficiary and applied by it first upon any reasonable costs and expenses and attorney's fees, both in the trial and appeal, costs necessarily paid or incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby, and grantee agrees, at its own expense, to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon beneficiary's request.

8. At any time and from time to time upon written request of beneficiary, payment of its fees and presentation of this deed and the rules for endorsement (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of the property; (b) pay in granting any easement or creating any restriction thereon; (c) join in any subdivision or other agreement affecting this deed or the land or charge thereon; (d) execute, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons" for the use of the trustee mentioned in this paragraph shall be not less than \$1.

9. Upon any default by grantee hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver, possession of the property or any part thereof in its own name and in addition collect the rents, issues and profits, including those past and unpaid, and apply the same, 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.

10. The outgoing upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire insurance, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

11. Upon default by grantee in payment of an indebtedness secured hereby or in violation of any agreement hereunder, trustee being the source with respect to such payment and/or performance, the beneficiary may elect to proceed to foreclose this trust deed in equity or at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary or trustee shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation to foreclose the trust deed in the manner provided in ORS 84.735 to 84.739.

12. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the grantee or any other person so privileged by ORS 84.733, may cure the default or defaults. If the default time of the cure other than such person as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, the person effecting the cure shall pay to the beneficiary all costs and expenses actually incurred in enforcing the obligation of the trust deed together with trustee's and attorney's fees not exceeding the amount provided by law.

13. The sale may be postponed as provided by law. The trustee may sell the property either in one parcel or in separate parcels and shall sell the parcel or parcels in section to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in full as required by law covering the property so sold, but without any covenant or warranty, express or implied. The records in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantee and beneficiary, may purchase at the sale.

14. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, including the compensation of the trustee and a reasonable charge by trustee's attorney, (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their lienors may appear in the order of their priority and (4) the surplus, if any, to the grantee or to any successor in interest entitled to such surplus.

15. Beneficiary may from time to time appoint a successor or successors to any trustee named herein or to any successor in interest named herein. Upon such appointment, and without conveyance to the successor trustee, the latter shall be deemed to have all rights, powers and duties conferred upon any trustee herein named or appointed hereunder. Each such appointment and substitution shall be made by written instrument executed by beneficiary, which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

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

The grantee covenants and agrees to and with the beneficiary and the beneficiary's successors in interest that the grantee is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto.

and that the grantee will warrant and forever defend the same against all persons whatsoever.

The grantee warrants that the proceeds of the loan represented by the above described note and this trust deed are:

(a) primarily for grantee's personal, family or household purposes (see Important Notice below).

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein.

In construing this trust deed, it is understood that the grantee, trustee and/or beneficiary may each be more than one person; that if the contract so requires, the singular shall be taken to mean and include the plural, and that generally all grammatical changes shall be made, amended and revised to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

IMPORTANT NOTICE: Debit, by being not, withdrawn, unsecured (a) or (b) is not applicable, if necessary (a) is applicable and the beneficiary is a creditor on 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 the purpose see Section 1219, or equivalent, if compliance with the Act is not required, disregard this notice.

STATE OF OREGON, County of Benton,) ss.
 This instrument was acknowledged before me on June 17, 1994
 by Ronald D. Meninger and Lea Ann Meninger
 This instrument was acknowledged before me on _____, 19____

OFFICE OF THE CLERK OF THE SUPERIOR COURT
 BENTON COUNTY, OREGON
 My commission expires 3-17-96
 Notary Public for Oregon

REQUEST FOR FULL RECONVEYANCE (to be used only when obligations have been paid)

TO: Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All items secured by the trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of the trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by the trust deed (which are delivered to you herewith together with the trust deed) and to reconvey, without warranty, to the parties designated by the terms of the trust deed the estate now held by you under the same. Mail reconveyance and documents to _____

DATED: _____ 19____

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

Beneficiary

2.8	2.5
3.2	2.2
3.6	2.0
4.0	

Tr No. 653539

Exhibit 'A'

(300) 13BA-7-3W

Beginning at a point on the West line of Duncan Avenue 68.5 feet Southerly from the point of intersection of the South line of Lot 1, Block 1, Capitola Addition in Marion County, Oregon; thence Southerly along the West line of Duncan Avenue 75.56 feet, more or less, to the North line of land conveyed to Robert L. Hammond, et ux, by deed recorded in Volume 557, Page 155, Deed Records Marion County, Oregon; thence North 89°03' West along the North line of said Hammond property 231.81 feet to the Northwest corner thereof; thence North 0°58' East 75.56 feet to a point 68.5 feet South of the Southwest corner of Lot 1, Block 1, Capitola; thence East 231.33 feet to the place of beginning.

SAVE AND EXCEPT that portion conveyed to the City of Salem, by deed recorded August 17, 1968, in Book 652, Page 611, Deed Records, Marion County, Oregon.

13BA-7-3W (2100)

568 1/2 1/4 N 1/4 W

45 2.8 2.5
 30 3.2 2.2
 15 3.6 2.0
 0 4.0

WARRANTY DEED (INDIVIDUAL)

REEL PAGE
 1276 88

RODOLFO D. MENINGER and LEA ANN MENINGER hereinafter called grantor, convey(s) to
 BRENT W. GILBOUR and NIKKI R. GILBOUR, as tenants in the entirety, all that real property situated in the County
 of Marion, State of Oregon, described as

The real property described in "Exhibit A" attached hereto and by reference made
 a part hereof.

Account No. 54158-000

138A-73W 18100

and covenant(s) that grantor is the owner of the above described property free of all encumbrances except
 Covenants, easements & restrictions recorded March 14, 1983, Reel 305, Page 554;

and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above

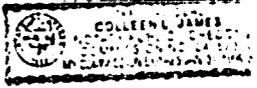
The true and actual consideration for this transfer is \$ 84,000.00

Dated this 28th day of November, 1995

X *Ronald D. Meninger*
 Ronald D. Meninger
 X *Lea Ann Meninger*
 Lea Ann Meninger

STATE OF OREGON, County of Marion

November 28, 1995, personally appeared the above named
 Ronald D. Meninger and Lea Ann Meninger and acknowledged the foregoing
 instrument to be their voluntary act and deed



Before me
Colleen L. James
 Notary Public for Oregon
 My commission expires 1/31/99

* The dollar amount should include cash plus all encumbrances existing against the property to which the
 property remains subject or which the purchaser agrees to pay or assume
 ** If consideration includes other property or value, add the following: "However, the actual consideration
 consists of or includes other property or value given or promised which is part of the the whole
 consideration" (Indicate which)

WARRANTY DEED (INDIVIDUAL)

STATE OF OREGON

Meninger
 TO
 Gilbour

County of _____
 I certify that the within instrument was recorded on the _____ day of _____ at _____ Oregon, My recording office is on page _____ Records of Deeds of said County
 Witness my hand and seal of County office

After Recording Return to: & tax stamp
 Mr. & Mrs. Brent W. Gilbour
 3245 Duncan Avenue NE
 Salem, OR 97303

By _____

45	28	2.5
30	32	2.2
36	40	2.0

Exhibit 'A'

(300) 13BA-7-3W

Beginning at a point on the West line of Duncan Avenue 68.5 feet Southerly from the point of intersection of the South line of Lot 1, Block 1, Capitola Addition in Marion County, Oregon; thence Southerly along the West line of Duncan Avenue 75.56 feet, more or less, to the North line of land conveyed to Robert L. Hammond, et ux, by deed recorded in Volume 557, Page 155, Deed Records Marion County, Oregon; thence North 85°03' West along the North line of said Hammond property 211.81 feet to the Northwest corner thereof; thence North 0°58' East 75.56 feet to a point 68.5 feet South of the Southwest corner of Lot 1, Block 1, Capitola; thence East 211.33 feet to the place of beginning.

SAVE AND EXCEPT that portion conveyed to the City of Salem, by deed recorded August 17, 1968, in Book 652, Page 611, Deed Records, Marion county, Oregon.

Handwritten signature/initials

NOV 19 1968

2.8
 2.5
 3.2
 2.2
 3.6
 2.0
 4.0

WHEN RECORDED MAIL TO

REEL PAGE
1276 89

FIRST SECURITY BANK OF OREGON
ATTN: RESIDENTIAL LENDING
P.O. BOX 868
SALEM, OREGON 97308

LOAN NO. 962-188918

Please Attach This Line For Recording Date

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on **NOVEMBER 21**, 19**95**
 The grantor is **BRENT W. GILMOUR AND NIKKY R. GILMOUR, AS TENANTS IN THE ENTIRETY** ("Borrower").
 The trustee is **WILLAMETTE VALLEY TITLE COMPANY** ("Trustee").
 The beneficiary is **FIRST SECURITY BANK OF OREGON, AN OREGON CORPORATION**,
 which is organized and existing under the laws of **STATE OF OREGON**, and whose
 address is **580 STATE STREET SALEM, OREGON 97301** ("Lender").
 Borrower owes Lender the principal sum of

SEVENTY-NINE THOUSAND EIGHT HUNDRED AND 00/100 Dollars
 U.S. \$ **79,800.00**. This debt is evidenced by Borrower's note dated the same date as this
 Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable
 on **DECEMBER 1, 2025**. This Security Instrument secures to Lender: (a) the repayment of
 the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all
 other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument, and (c) the performance
 of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants
 and conveys to Trustee, in trust, with power of sale, the following described property located in
MARION County, Oregon:
SEE ATTACHED EXHIBIT "A"
TAX ACCOUNT NO. 54159-000

which has the address of **3245 DUNCAN AVENUE N.E.** **SALEM**
 Oregon **97303** ("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures
 now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of
 the foregoing is referred to in this Security Instrument as the "Property".
BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey
 the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally
 the title to the Property against all claims and demands, subject to any encumbrances of record.

4.5	2.8	2.5
5.0	3.2	2.2
5.5	3.6	2.0
6.0	4.0	

NO. 962-188918
 SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations
 jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by 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 ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items". Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid 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 each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly 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 receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien, or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid

4.45 2.8
 4.50 3.2
 4.55 3.6
 4.60 4.0
 2.5
 2.2
 2.0

NO. 962-188918

claims and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender shall make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged. If the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right in any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasehold.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any foreclosure action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** 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, probate, for condemnation or forfeiture 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, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

10. **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 for conveyance in lieu 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 in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this

45	28	2.5
30	32	2.2
26	36	2.0
22	40	

NO. 362-188918

Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. The balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit 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 co-signs this Security Instrument but does not execute the Note (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, 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 exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by collecting from 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.

14. **Notice.** 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 this 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 this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed 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 sold or 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 these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstatement.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for reinstatement before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which would be due under this Security Instrument and the Note as if no acceleration had 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 attorneys' fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall remain fully effective unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective.

Single Family - Family Trust/Trusts that USE FORM INSTRUMENT

[Signature]

NOV 16 1995
558

45 2.8 2.5
 30 3.2 2.2
 15 3.6 2.0
 40

NO. 962-188918

Acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) 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 reinstate after acceleration and the right to bring a court action to avert 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 invoke 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 21, including, but not limited to, reasonable attorneys' fees and costs of this evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee 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 the other persons prescribed by applicable law. After the time required by applicable law, 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 to one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel 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 recitals 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 expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

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 to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

23. **Substitute Trustee.** Lender may from time to time remove Trustee and appoint a successor trustee to 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. **Attorneys' Fees.** As used in this Security Instrument and on the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

5626 9 11 AOM
5626 9 11 AOM

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30	3.2	2.2
36	4.0	2.0

653537

AFTER RECORDING MAIL TO:
 FIRST SECURITY BANK OF OREGON
 580 STATE STREET
 SALEM OR 97301

REEL PAGE
 1276 90

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, FIRST SECURITY BANK OF OREGON, ASSIGNOR, ASSIGNS
 TO FLEET MORTGAGE CORP. FLORENCE MALL 1945 WEST PALMETTO ST. DEPT.
10695 FLORENCE SC 29501 ALL ITS BENEFICIAL INTEREST IN THE PROPERTY
 DESCRIBED IN THAT TRUST DEED DATED NOVEMBER 21, 1995, 19 95, EXECUTED
 BY BRENT W. GILMOUR AND NIKKI R. GILMOUR, AS TENANTS IN THE ENTIRETY
 GRANTOR, TO WILLAMETTE VALLEY TITLE COMPANY, TRUSTEE, RECORDED 11/30
19 95, IN REEL/BOOK INDICATE WHICH 1371a, PAGE 89 OF THE
 MORTGAGE RECORDS OF MARION COUNTY, STATE OF OREGON, INCLUDING THE
 PROMISSORY NOTE DESCRIBED IN THE TRUST DEED.
 PROPERTY TAX ID/ TAX ACCOUNT NO. 54159-0002.

300 1380-730

DATED: NOVEMBER 22, 1995

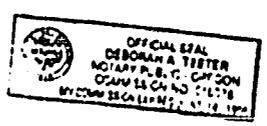
FIRST SECURITY BANK OF OREGON, AN OREGON CORPORATION

Kris Norton & Henry G. Miller
 BY: KRIS NORTON BY: HENRY G. MILLER
 TITLE: VICE PRESIDENT TITLE: VICE PRESIDENT

STATE OF OREGON)
)
 COUNTY OF MARION)

ON THIS 22TH DAY OF NOVEMBER, 19 95, THE FOREGOING WAS
 ACKNOWLEDGED BEFORE ME BY KRIS NORTON, AND HENRY G. MILLER, OF
 FIRST SECURITY BANK OF OREGON, ON BEHALF OF THE CORPORATION.

BEFORE ME:



Deborah A. Tietter
 NOTARY PUBLIC OF OREGON
 MY COMMISSION EXPIRES: 6-14-96

45 2.8 2.5
 30 2.2
 32 2.2
 36 2.0
 40 2.0

REEL PAGE
 1276 90

653557

AFTER RECORDING MAIL TO:
 FIRST SECURITY BANK OF OREGON
 580 STATE STREET
 SALEM OR 97301

ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, FIRST SECURITY BANK OF OREGON, ASSIGNOR, ASSIGNS TO FLEET MORTGAGE CORP. FLORENCE MALL 1945 WEST PALMETTO ST. DEPT. 10695 FLORENCE, SC 29501 ALL ITS BENEFICIAL INTEREST IN THE PROPERTY DESCRIBED IN THAT TRUST DEED DATED NOVEMBER 21, 1995, 19 95, EXECUTED BY BRENT W. GILMOUR AND NIKKI R. GILMOUR, AS TENANTS IN THE ENTIRETY, GRANTOR, TO WILLAMETTE VALLEY TITLE COMPANY, TRUSTEE, RECORDED 11/30, 1995, IN REEL/BOOK INDICATE BOOK 1276, PAGE 89, OF THE MORTGAGE RECORDS OF MARION COUNTY, STATE OF OREGON, INCLUDING THE PROMISSORY NOTE DESCRIBED IN THE TRUST DEED.
 PROPERTY TAX ID/ TAX ACCOUNT NO. 54158-000.

300 1380-730

DATED: NOVEMBER 22, 1995.

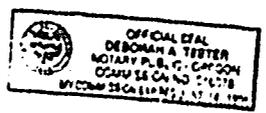
FIRST SECURITY BANK OF OREGON, AN OREGON CORPORATION

Kris Norton & Henry G. Miller
 BY: KRIS NORTON BY: HENRY G. MILLER
 TITLE: VICE PRESIDENT TITLE: VICE PRESIDENT

STATE OF OREGON)
) ss.
 COUNTY OF MARION)

ON THIS 22TH DAY OF NOVEMBER, 1995, THE FOREGOING WAS ACKNOWLEDGED BEFORE ME BY KRIS NORTON AND HENRY G. MILLER, OF FIRST SECURITY BANK OF OREGON, ON BEHALF OF THE CORPORATION.

BEFORE ME:



Deborah A. Tetter
 NOTARY PUBLIC OF OREGON
 MY COMMISSION EXPIRES: 6-14-96

2 17 83

FORM No. 721—QUITCLAIM DEED (Individual or Corporate)
1-1-74

03775

REEL PAGE
303 795

QUITCLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, That DONALD R. BUELL, hereinafter called grantor,
for the consideration hereinafter stated, does hereby remise, release and quitclaim unto HAYES CALHOUN EGGLESTON

hereinafter called grantee, and unto grantee's heirs, successors and assigns all of the grantor's right, title and interest
in that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in any-
wise appertaining, situated in the County of Marion, State of Oregon, described as follows, to-wit:

Beginning at a point on the West line of Duncan Avenue 68.5 feet Southerly from the point
of intersection with the South line of Lot 1, Block 1, Capitola Addition, in Marion County,
Oregon; thence Southerly along the West line of Duncan Avenue, 75.56 feet, more or less,
to the North line of land conveyed to Robert L. Hammond et ux, by deed recorded in Volume
557, Page 155, Deed Records of Marion County, Oregon; thence North 89°03' West along the
North line of said Hammond property, 231.81 feet to the Northwest corner thereof; thence
North 0°58' East 75.56 feet to a point 68.5 feet South of the Southwest corner of Lot 1,
Block 1, Capitola; thence East 231.33 feet to the place of beginning.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 10.00

However, the actual consideration consists of or includes other property or value given or promised which is
the whole consideration (indicate which) (The sentence between the symbols ©, if not applicable, should be deleted. See ORS 93.030.)
In construing this deed and where the context so requires, the singular includes the plural and all grammatical
changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 17th day of February, 1983;
if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by
order of its board of directors.

(If executed by a corporation,
affix corporate seal)

x Donald R. Buell
DONALD R. BUELL

STATE OF OREGON,
County of Marion
February 17, 1983

STATE OF OREGON, County of Marion
Personally appeared _____, 1983

Personally appeared the above named
Donald R. Buell

and _____
who, being duly sworn,
each for himself and not one for the other, did say that the former is the
president and that the latter is the
secretary of _____

I, _____, do hereby certify that the foregoing instru-
ment is a true and correct copy of the original as the same appears from the records of the
Notary Public for Oregon.

and that the seal affixed to the foregoing instrument is the corporate seal
of said corporation and that said instrument was signed and sealed in be-
half of said corporation by authority of its board of directors; and each of
them acknowledged said instrument to be its voluntary act and deed.
Before me:

Notary Public for Oregon
My commission expires: 040486

Notary Public for Oregon
My commission expires:

GRANTOR'S NAME AND ADDRESS
GRANTEE'S NAME AND ADDRESS
After recording return to:
Hayes Calhoun Eggleston
3245 Duncan Ave. N.E.
Salem, Or 97303
NAME, ADDRESS, ZIP
Until a change is requested all tax statements shall be sent to the following address:
No change
NAME, ADDRESS, ZIP

STATE OF OREGON
County of Marion

03775

I hereby certify
that the within was
received and duly
recorded by me in
Marion County
records:

FEB 17 4 05 PM '83

EDWIN H. TROOP
MARION COUNTY CLERK

BY _____ DEPUTY

Reel 303 Page 795

FEB 17 1983

for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto ESTHER E. EGGLESTON and HAYES CALHOUN EGGLESTON, husband and wife, as tenants by the entirety, and DONALD R. BUELL hereinafter called grantor, heretofore called grantor, the entirety, and DONALD R. BUELL hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Marion, State of Oregon, described as follows, to-wit:

Beginning at a point on the West line of Duncan Avenue 68.5 feet Southerly from the point of intersection with the South line of Lot 1, Block 1, Capitola Addition, in Marion County, Oregon; thence Southerly along the West line of Duncan Avenue, 75.56 feet, more or less, to the North line of land conveyed to Robert L. Hammond et ux, by deed recorded in Volume 557, Page 155, Deed Records of Marion County, Oregon; thence North 89° 03' West along the North line of said Hammond property, 231.81 feet to the Northwest corner thereof; thence North 0° 58' East 75.56 feet to a point 68.5 feet South of the Southwest corner of Lot 1, Block 1, Capitola; thence East 231.33 feet to the place of beginning.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.
The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ none
However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which) none
In construing this deed the singular includes the plural as the circumstances may require.
Witness grantor's hand this 21st day of April, 1969

Jeannette E. Van Santen

STATE OF OREGON, County of Marion) ss. Jeannette E. VanSanten, a single woman,
Personally appeared the above named

and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me: *[Signature]*
Notary Public for Oregon
My commission expires May 14, 1970

NOTE—The sentence between the symbols (), if not applicable, should be deleted. See Chapter 463, Oregon Laws 1967, as amended by the 1967 Special Session.

Bargain and Sale Deed

JEANNETTE E. VANSANTEN
TO
ESTHER E. EGGLESTON
et. al.

AFTER RECORDING RETURN TO
Mrs. Esther Eggleston
3245 Duncan Ave NE
Salem 97203

DON'T USE THIS SPACE RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.

STATE OF OREGON, }
County of MARION } ss.

I certify that the within instrument was received for record on the day of APR 21 1969, 19, at 2:15 o'clock P. M., and recorded in book 663 on page 205 Record of Deeds of said County.

Witness my hand and seal of County afixed.

[Signature]
Title
By *[Signature]* Deputy.

859948

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859948

15/2

FROM ALL PARTS AT THE COURT HOUSE
ESTHER E. EGGLESTON and HAYES CALHOUN

hereinafter called grantor,
for the consideration hereinafter stated, Ann Hardy (wid), her heirs, sell and convey unto JEANNETTE E. VAN SANTEN

hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances therewith belonging or in anywise appertaining, situated in the County of Marion, State of Oregon, described as follows, to-wit:

Beginning at a point on the West line of Duncan Avenue 68.5 feet Southerly from the point of intersection with the South line of Lot 1, Block 1, Capitola Addition, in Marion County, Oregon; thence Southerly along the West line of Duncan Avenue, 75.56 feet, more or less, to the North line of land conveyed to ROBERT H. HAMMOND et ux, by deed recorded in Volume 557, Page 155, Deed Records of Marion County, Oregon; thence North 89° 03' West along the North line of said Hammond property, 231.81 feet to the Northwest corner thereof; thence North 0° 58' East 75.56 feet to a point 68.5 feet South of the Southwest corner of Lot 1, Block 1, Capitola; thence East 231.33 feet to the place of beginning.

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ NONE

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which).²

In construing this deed the singular includes the plural as the circumstances may require.
Witness grantor's hand this 21st day of April, 1969

Esther E. Eggleston
Hayes C. Eggleston

STATE OF OREGON, County of Marion,) ss. 19
Personally appeared the above named Esther E. Eggleston and Hayes Calhoun
Eggleston, husband and wife
and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: *[Signature]*
Notary Public for Oregon
My commission expires May 14, 1970

NOTE—The separator between the symbols (), if not applicable, should be deleted. See Chapter 442, Oregon Laws 1967, as amended by the 1967 Special Session.

Bargain and Sale Deed

ESTHER E. EGGLESTON and
HAYES CALHOUN EGGLESTON
TO
JEANNETTE E. VAN SANTEN

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

STATE OF OREGON,) ss.
County of MARION

I certify that the within instrument was received for record on the day of APR. 21, 1969, 19, at 2:14 o'clock P.M., and recorded in book 663 on page 204. Record of Deeds of said County.

Witness my hand and seal of County aforesaid.

Herman W. Linder
By County Recorder

AFTER RECORDING RETURN TO

Ms. Esther Eggleston
3245 Duncan Ave SE
Salem 97303

859947

723

859947

217

KNOW ALL MEN BY THESE PRESENTS, That Esther E. Eggleston, who acquired title as Kathar E. Amari (hereinafter called the grantor), the spouse of the grantee hereinbefore named, in consideration of _____ Dollars to grantor paid, the receipt whereof hereby is acknowledged, has bargained and sold and by these presents does grant, bargain, sell and convey unto **Hayes Calhoun Eggleston** (herein called the grantee), an undivided one-half of the following described real property situate in Marion County, Oregon, to-wit:

Beginning at a point on the West line of Duncan Avenue 68.5 feet Southerly from the point of intersection with the South line of Lot 1, Block 1, Capitola Addition, in Marion County, Oregon; thence Southerly along the West line of Duncan Avenue, 75.56 feet, more or less, to the North line of land conveyed to Robert L. Hammond et al, by deed recorded in Volume 557, Page 135, Deed Records of Marion County, Oregon; thence North 89° 03' West along the North line of said Hammond property, 231.81 feet to the Northwest corner thereof; thence North 0° 58' East 75.56 feet to a point 68.5 feet South of the Southwest corner of Lot 1, Block 1, Capitola; thence East 231.33 feet to the place of beginning.

together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining;

TO HAVE AND TO HOLD said undivided one-half of said real property unto the said grantee forever.

The above named grantor retains a life undivided one-half of said real property and it is the intent and purpose of this instrument to create and this hereby is created an estate in entirety between husband and wife as to said real property.

IN WITNESS WHEREOF, the grantor has hereunto set hand and seal on this _____ day of June, 1968.

Esther E. Eggleston (SEAL)

STATE OF OREGON, County of Marion, ss. June 7, 1968
 Personally appeared the above named *Kathar E. Eggleston* who is known to me to be the spouse of the grantee in the above deed and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me: *R.D. Baker*
 Notary Public for Oregon
 My commission expires: 5-5-71

836208

DEED
 CREATING ESTATE IN ENTIRETY
 EGLESTON, Esther E.
 TO
 EGLESTON, Hayes Calhoun

AFTER RECORDING RETURN TO
 DeArmond, Sherman & Barber
 687 Court St., NE
 Salem, Oregon

Esther E. Eggleston
 2945 Davidson Ave
 Salem, Oregon

(DON'T USE THIS SPACE, RESERVED FOR RECORDING LABEL IN COUNTY WHERE USED)

STATE OF OREGON,
 County of **MARION** ss.

I certify that the within instrument was received for record on the day of **JUN 5**, 1968, at **10:00** o'clock **A.M.**, and recorded in book **648** on page **556** Record of Deeds of said County.

Witness my hand and seal of County aforesaid.

Kenneth W. Link
 County Clerk - Recorder
 By _____ Deputy

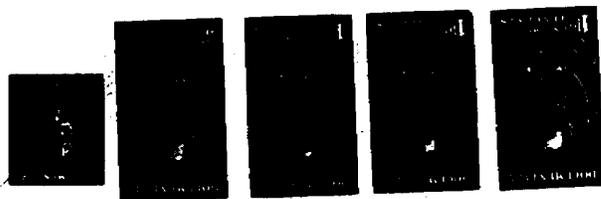
836208

0111272

STATE OF OREGON
County of MARION
I certify that the within instrument was re-
ceived for record on the 27 day of May,
1964 at 10:34 o'clock P.M. and recorded in
Book 586 Page 745 Record of Deeds of said
county.

(SEAL)
(SEAL)
(SEAL)
(SEAL)

Heirs and Assigns forever
does grantor
AND the said Reuben C. Johnson hereby covenant to and with the said grantee, that he is the owner in fee simple of said premises, that said premises are free from all encumbrances and that he will WARRANT and DEFEND the same from all lawful claims whatsoever save and except as above stated.
WITNESS his hand and seal this 27 day of May, 1964



The following described premises situate in Marion County, to-wit:
Beginning at a point on the West line of Duncan Avenue 68.5 feet Southerly from the point of intersection with the South line of Lot 1, Block 1, Capitola Addition, Marion County, Oregon; thence Southerly along the West line of Duncan Avenue 75.56 feet, more or less, to the North line of Land conveyed to Robert L. Hammond et ux, by deed recorded in Vol-
ume 557, page 155, Deed Records of Marion County, Oregon; thence North 89° 03' West along the North line of said Hammond property 231.81 feet to the Northwest corner thereof; thence North 0° 58' East 75.56 feet to a point 68.5 feet South of the Southwest corner of Lot 1, Block 1, Capitola; thence East 231.33 feet to the point of beginning.

ESTHER F. AMORI
for the sum of Ten and no/100 DOLLARS
to him, has, bargained and sold and by these presents do, sell, bargain, sell and convey to
This Indenture Witnesseth, That
REUBEN C. JOHNSON, a single man

FURNISHED AS COURTESY BY:
UNION TITLE INSURANCE CO
322 COURT STREET N.E. - SALEM

VOL 586 PAGE 745

TITLE INSURANCE BASED ON A COMPLETE PLAN

STATE OF OREGON
County of Marion
On this 27 day of May, 1964
Reuben C. Johnson, a single man
personally appeared the above named
and acknowledged the foregoing instrument to be
his voluntary act and deed.
Before me:
Notary Public for Oregon.
My Commission Expires 6/10/65

Recorder of Conveyances.
By William W. [Signature]
Return to: Reuben C. Johnson
Deputy.

724949

My Commission Expires March 3, 1967
HARRY W. PUGH, JAMES H. HUGHES, JAMES H. HUGHES
NOTARY PUBLIC, OREGON
LOS ANGELES COUNTY
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY

By _____
Deputy.

724939

Recorder of Conveyances.

and acknowledged the foregoing instrument to be
her voluntary act and deed.
Before me:
and acknowledged the foregoing instrument to be
her voluntary act and deed.
Zola B. Butte, a single woman,
personally appeared the above named.
On this _____ day of _____
1964
County of _____
STATE OF OREGON
Calvin _____
Notary Public

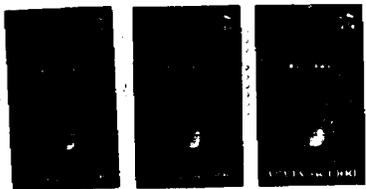
724939

I certify that the within instrument was re-
ceived for record on the _____ day of _____
1964 at _____ o'clock _____ M., and recorded in
Book _____ Page _____ Record of Deeds of said
county.

STATE OF OREGON
County of _____
I certify that the within instrument was re-
ceived for record on the _____ day of _____
1964 at _____ o'clock _____ M., and recorded in
Book _____ Page _____ Record of Deeds of said
county.

WITNESS her hand and seal this _____ day of _____ 1964

save and except as above stated.
and that she will WARRANT and DEFEND the same from all lawful claims whatsoever
AND the said grantor does
hereby covenant to and with the said grantee, his heirs and assigns, that
she is the owner in fee simple of said premises; that said premises are free from all encumbrances
Do Grant and to hold unto the said grantee, his heirs and assigns forever.
Heirs and Assigns forever.
grantor
his
does
AND the said
hereby covenant to and with the said grantee, his heirs and assigns, that
she is the owner in fee simple of said premises; that said premises are free from all encumbrances



Beginning at a point on the west line of Duncan Avenue 68.5 feet southerly from the point
of intersection with the south line of Lot 1, Block 1, Capitolia Addition, in Marion County,
Oregon; thence southerly along the west line of Duncan Avenue, 75.56 feet, more or less,
to the north line of land conveyed to Robert L. Hammond Et ux, by deed recorded in Volume
557, page 155, Deed Records of Marion County, Oregon; thence north 89° 03' west along
the north line of said Hammond property, 231.81 feet to the northwest corner thereof;
thence north 0° 58' east 75.56 feet to a point 68.5 feet south of the southwest corner of
Lot 1, Block 1, Capitolia; thence east 231.33 feet to the place of beginning.

the following described premises situate in Marion County, to-wit:
REUBEN C. JOHNSON, a single man,
to her _____ paid, has bargained and sold and by these presents do _____ bargain, sell and convey to
for the sum of _____ Ten and no/100 _____ DOLLARS
ZOLA B. BUTTE, a single woman,
This indenture, Witnesseth, that

TITLE INSURANCE BASED ON A COMPLETE PLANT
UNION TITLE INSURANCE CO.
933 COURT STREET N.E. - SALEM

2035 101 586 P.M. 744

THIS CONTRACT, Made this 15th day of June, 1962, between
ZOLA B. BUTTE
hereinafter called the seller, and REUBEN C. JOHNSON (a single man)
hereinafter called the buyer,

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the seller hereby agrees to sell to the buyer and the buyer agrees to purchase from the seller, the following described real estate, situate in the County of Marion State of Oregon, to-wit:

Beginning at a point on the West line of Duncan Avenue 68.5 feet Southerly from the point of intersection with the South line of Lot 1, Block 1, Capitola Addition, Marion County, Oregon; thence Southerly along the West line of Duncan Avenue 75.56 feet, more or less, to the North line of land conveyed to Robert L. Hammond et ux, by deed recorded in Volume 557, page 155, Deed Records of Marion County, Oregon; thence North 89°03' West along the North line of said Hammond property 231.81 feet to the Northwest corner thereof; thence North 0°58' East 75.56 feet to a point 68.5 feet South of the Southwest corner of Lot 1, Block 1, Capitola; thence East 231.33 feet to the point of beginning.

for the sum of Five thousand nine hundred fifty and no/100ths Dollars (\$5950.00) (hereinafter called the purchase price) on account of which Five hundred and no/100ths Dollars (\$500.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in amounts as follows, to-wit:

\$50.00 or more on or before July 15, 1962, and \$50.00 or more on or before the 15th of each month thereafter until the entire balance shall have been paid. Payments in excess of \$50.00 per month shall be construed as an advance payment.

The above payment does not include interest or taxes on the property.

All of said purchase price may be paid at any time. All deferred balances of said purchase price shall bear interest at the rate of six per cent per annum from June 30, 1962 until paid, interest to be paid monthly and being included in the minimum regular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract.

The buyer shall be entitled to possession of said lands on June 30, 1962, and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's liens and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof becomes due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than \$1000.00.

In a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

The seller agrees that at his expense and within thirty days from the date hereof, he will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then said purchase price with the interest thereon at once due and payable and/or (2) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as stated the seller hereunder shall revert to and vest in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action. In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singular pronouns shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals in duplicate on this, the day and year first above written.

ZOLA B. BUTTE (SEAL)
REUBEN C. JOHNSON (SEAL)
(SEAL)
(SEAL)

*Strike whichever phrase not applicable.
[For notarial acknowledgment, see reverse]

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