

# 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.

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.

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:

*Bradley D. Engleson*

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 and signed Bradley D. Engleson  
and acknowledged the foregoing instrument to be his voluntary act and deed. Before me:  
*Alan H. Davidson*  
Notary Public for Oregon  
My commission expires: 7/17/93

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

STATE OF OREGON

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

REEL PAGE  
869 117

Fee \$ 250  
Hand Returned ☐

JUL 16 4 55 PM '91  
ALAN H. DAVIDSON  
MARION COUNTY CLERK  
BY *Jan* DEPUTY

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

NUMBER: 2-33455

K-30 3/90

JUL 16 1991

## WARRANTY DEED (INDIVIDUAL)

REEL  
1276 PAGE  
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:

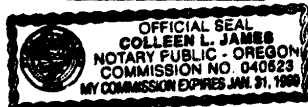
and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

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. WeningerX 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 state:  
Mr. & Mrs. Brent W. Gilmour  
3245 Duncan Avenue NE  
Salem, OR 97303

Form 8801-2

STATE OF OREGON, )

) ss.

County of )

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

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



2

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 13<sup>th</sup> day of March, 2007.

Nikki R. Gilmour/Botan  
Nikki R. Gilmour

STATE OF OREGON )

County of Marion ) ss.

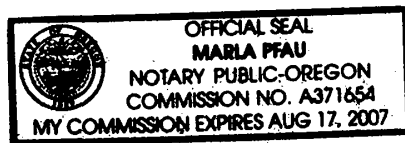
March 13, 2007

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

Before me:

Marla Pfau  
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.

4.5	2.8	2.5
5.0	3.2	2.2
5.6	3.6	2.0
6.3	4.0	
7.1		
8.0		

MAP

13 BA 7-34

કેલ

**BLOCK**

[illegible]

Form 129

45 28 2.5  
30 32 2.2  
36 2.0  
40

13110  
MEMORANDUM OF LAND-SALE CONTRACT

REEL PAGE  
345 1600

KNOW ALL MEN BY THESE PRESENTS, that on May 19, 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.

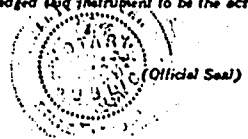
In Witness Whereof the said vendor(s) has executed this memorandum May 19, 1984  
THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.  
The foregoing instrument shall be recorded by the county and have full effect after the land sale contract is executed and the parties are duly sworn. (Ord. 97-23)

Hayes Calhoun Eggleston  
By: Ronald D. Eggleston / P/A

FORM No. 126—AFFIDAVIT OF 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:  
Notary Public for Oregon  
My commission expires: 2-25-87  
(Date 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 May, 1984  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded  
in book/reel/volume No. \_\_\_\_\_ on  
page \_\_\_\_\_ or as document/fee/file/  
instrument/notarized No. \_\_\_\_\_  
Record of Deeds of said county.  
Witness my hand and seal of  
County of Marion  
By \_\_\_\_\_ Deputy

MAY 30 1984

145	2.8	2.5
130	3.2	2.2
125	3.6	2.0
110	4.0	

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

13110-7-300

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:

13110

MAY 30 4 03 PM '84

ALAN H. DAVIDSON  
MARION COUNTY CLERK

BY 8 DEPUTY  
900

Reel 345 Page 1800

2.5	2.8
2.2	3.2
2.0	3.6
	4.0

*Defenses*

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

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

300 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

-1- PETITION FOR DISSOLUTION

MacAfee & Frederickson, P.C.  
Attorneys At Law  
3000 Market St. N.E.  
Suite 320, Market Street Plaza  
Salem, Oregon 97301  
(503) 586-7400



145	2.8	2.5
130	3.2	2.2
115	3.6	2.0
100	4.0	

54158-000 NEW  
 300 130A-7-3w 12100

children as beneficiaries on life insurance available through employment.

VIII.

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

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

IX.

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

X.

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

A. To Petitioner:

- All furniture and housewares not listed in B. below.
- Petitioner's and children's personal possessions, such as toys clothes and papers.
- The 1964 Ford Falcon automobile.
- 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 153, Deed Record, a 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 EXCEPT 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  
869

PAGE  
4

County of Marion

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

Fee \$ 35.00  
Hand Returned ☐

JUN 18 11 42 AM '91  
ALAN H. DAVIDSON  
MARION COUNTY CLERK  
BY Beck DEPUTY

13BA-7-3W-12100

2.5  
2.2  
2.0  
2.8  
3.2  
3.6  
4.0



Loan No. 01-887-228435-4  
KEY TITLE COMPANY 18-2806003  
AFTER RECORDING MAIL TO:

WASHINGTON MUTUAL SAVINGS BANK  
5335 PH MEADOWS ROAD, SUITE 121  
LAKE OSWEGO, OR 97035

REEL PAGE  
869 4

(Space Above This Line For Recording Date)

### DEED OF TRUST

THIS DEED OF TRUST (Security Instrument) is made on July 10th  
19 91. The grantor is RONALD D. WHINGER and LISA ANN WHINGER, 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 August 1st, 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 CLATSOP County, Oregon:

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



which has the address of 3245 CLATSOP AVENUE NW

Clatsop 97112 (Property Address)

(No Other)

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 bridge variations by jurisdiction to constitute a uniform security instrument covering real property.

OREGON - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 302B OCS

07/10/91

Page 1 of 4

TO BE RECORDED

2.8	2.5
3.2	2.2
3.6	2.0
4.0	

Loan #: 01-087-228435-4

**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.** Subject to applicable law or to a written order 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 attach prior to this Security Instrument as a lien on 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 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. 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 prior to this Security Instrument, and household payments or ground rents. If any, Borrower shall pay three 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 attach prior to 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 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 move 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 to any insurance policies and proceeds existing from coverage on 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 Lien Acquisition Unavailable.** 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 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 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 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 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.

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 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.





45	2.8	2.5
30	3.2	2.2
15	3.6	2.0
10	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 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 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)      |   |   |

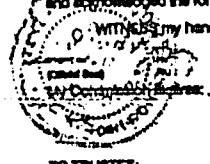
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Ronald D. Wenzinger  
RONALD D. WENZINGER

Lea Ann Wenzinger  
LEA ANN WENZINGER

STATE OF OREGON, County of Harrison, On this 15th day of July, 19 91, personally appeared the above named RONALD D. WENZINGER and LEA ANN WENZINGER

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



7/17/93

Shirley Kay Ziegler

**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 hereto, 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 \_\_\_\_\_

1.45	2.8	2.5
1.50	3.2	2.2
1.55	3.6	2.0
1.60	4.0	

SPECIAL WARRANTY DEED - STATUTORY FORM

REEL 869 PAGE 113

Donald R. Buehl, 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, 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 as above.

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

Dated this 8<sup>th</sup> day of July, 1991.

Donald R. Buehl  
Donald R. Buehl

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. Buehl 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

Until 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
150	3.2	2.2
155	3.6	2.0
160	4.0	

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 \$10,633.33.

Dated this 8<sup>th</sup> 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:



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

Bradley D. Engleson  
Reside 1, Box 774  
Corvallis, OR 97332

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

18-2865

13BA-7-3W-12100





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, Grantee, 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 none.

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

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

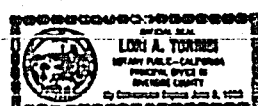
Bruce Buell  
Grantor

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. Turner  
Notary Public for California  
My Commission Expires:

After recording return to:  
Bradley D. Engleson  
Route 1, Box 724  
Corvallis, MO 65632

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

13BA-7-3W-12100



45	28	2.5
30	32	2.2
15	36	2.0
10	40	

# SPECIAL WARRANTY DEED - STATUTORY FORM

REEL 669 PAGE 115

June Arnold, Grantor, conveys and specially warrants to Bradley D. Engelson and Lisa A. Engelson, Grantee, 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° 38' 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, 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 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.

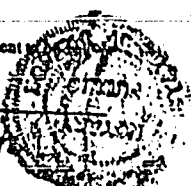
STATE OF OREGON

County of Washington Co }

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: 11/5/91



After recording return to:

Bradley D. Engelson  
Route 1, Box 724  
Cottonwood, MO 65632

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

13BA-7-3W-12100

18-28665

145	2.8	2.5
130	3.2	2.2
115	3.6	2.0
100	4.0	

10 31

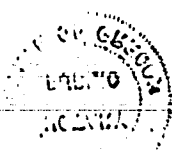
INVESTIGATION OF THE STATE OF OREGON

WHEREAS, the State of Oregon is a party to the...  
 and whereas, the State of Oregon is a party to the...  
 and whereas, the State of Oregon is a party to the...

And whereas, the State of Oregon is a party to the...  
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And whereas, the State of Oregon is a party to the...  
 and whereas, the State of Oregon is a party to the...  
 and whereas, the State of Oregon is a party to the...



STATE OF OREGON

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

REEL 869 PAGE 115

JUL 16 4 55 PM '31

ALAN H. DAVIDSON  
 MARION COUNTY CLERK

Fee \$3.50  
 Hand Returned ☐

BY T.M. DEPUTY



145	2.8	2.5
150	3.2	2.2
155	3.6	2.0
160	4.0	

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.

SAYE 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  
13BA-7-3W

13BA-7-3W-12100

45	28	2.5
50	32	2.2
55	36	2.0
60	40	

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

WALTER E. DARRINE  
1211 8th St. N.E.  
Salem, Oregon 97301  
Telephone 384-8625

FILED  
JUL 10 1991

45	28	2.5
50	32	2.2
55	36	2.0
60	40	

effectuate the terms of this judgment.

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

- A. Judgment Creditor: LISA ANN ENGLESON
- B. Attorney for Judgment Creditor: None
- C. Judgment Debtor: BRADLEY DUKE ENGLESON
- D. Amount of Judgment: Child support of \$117, per child per month, for a total of \$351 a month, commencing on the date when this document is signed by the judge and continuing on the first day of each month thereafter as provided in paragraph 3 above.
- E. Pre-judgment interest: None
- F. Child support post-judgment interest:
  - (i) Interest accrues on any unpaid child support from the date such support is due until paid.
  - (ii) Rate of interest: 9% per annum simple interest.
- G. Judgment for attorney fees and costs: None

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

- A. Judgment Creditor: LISA ANN ENGLESON
- B. Attorney for Judgment Creditor: None
- C. Judgment Debtor: BRADLEY DUKE ENGLESON
- D. Amount of Judgment: \$9,250
- E. Pre-judgment interest: \$N/A
  - (i) Interest accrues on balance of \$N/A
  - (ii) Interest accrues commencing on N/A
  - (iii) Rate of interest: 9% per annum simple interest
- F. Post-judgment interest:
  - (i) Interest accrues on balance of \$9,250
  - (ii) Interest accrues commencing on DATE OF JUDGMENT
  - (iii) Rate of interest: 9% per annum simple interest



45	28	2.5
40	32	2.2
36	36	2.0
40	40	

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

2.45	2.8	2.5
2.30	3.2	2.2
2.15	3.6	2.0
2.00	4.0	

# DATA SHEET

PETITIONER: BRADLEY DUKE ENGLESON

Employer: OREGON STATE HOSPITAL

Residence: 3245 DUNCAN AVE. N.E.  
SALEM, OREGON 97303

Social Security Number: 469-70-6657

Date of Birth: 11-09-35

RESPONDENT: LISA ANN ENGLESON

Maiden/Former name(s): SPOHN, MACE

Employer: LTD NURSING SERVICE

Residence: 1535 6TH ST N.W.  
SALEM, OREGON 97304

Social Security Number: 458-31-0904

Date of Birth: 11-18-60

DATE OF MARRIAGE: 11-14-82

PLACE OF MARRIAGE: RICKREALL, FOLK CO., OREGON

NUMBER OF CHILDREN OF THIS MARRIAGE:

DONALD MERRILL ENGLESON, born 11-22-81, SS#: 540-04-1911

EDWARD JAMES ENGLESON, born 12-30-84, SS#: 453-27-2044

MEGHAN LYNN ENGLESON, born 01-26-87, SS#: 841-19-1365

RECEIVED  
SALMON  
JAN 10 1983

4.5	2.8	2.5
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UW J1

FILED  
POLK COUNTY OREGON  
FEB 26 PM 3:32  
BY CLERK  
TRIAL COURT ADMINISTRATOR

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. NORRIS, CLERK  
IN AND FOR THE COURT  
POLK COUNTY, OREGON  
FEBRUARY 26, 1991

2-29-91

2.5	2.8	2.5
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FILED  
POLK COUNTY OREGON  
89 FEB 26 PM 3:32  
BY COURT ADMINISTRATOR

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 )  
Petitioner )  
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. MOORE, CLU #7000  
JAN 16 1990  
JAN 16 1990  
JAN 16 1990  
JAN 16 1990

2-28-91

14.5	2.8	2.5
15.0	3.2	2.2
15.5	3.6	2.0
16.0	4.0	

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 26<sup>th</sup> day of January, 1991.

CIRCUIT JUDGE

SO STIPULATED:

BRADLEY ENGLESON

DATED

LISA ENGLESON

DATED

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

2. STIPULATED JUDGMENT MODIFYING JUDGMENT OF DISSOLUTION

Page

ROBERT E. NORDYKE  
OSB#70105  
ATTORNEY FOR RESPONDENT  
MARION COUNTY, OREGON  
JANUARY 26, 1991



45	2.8	2.5
38	3.2	2.2
36	3.6	2.0
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FILED  
POLK COUNTY OREGON  
69 FEB 26 PM 3:32  
CLERK OF COURT

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 )

NO 89P-2898

SATISFACTION OF JUDGMENT

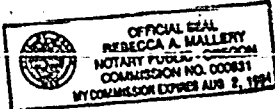
BASED UPON a modification in child custody which has been agreed to by the parties, and the agreement that the respondent shall not pay child support, the respondent hereby satisfied in full all child support arrears owed by the petitioner plus any accrued interest as of the date of this Satisfaction, 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*  
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.



*Rebecca A. Mallory*  
NOTARY PUBLIC FOR OREGON  
My Commission expires: 8-2-94

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

10 11

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3.6	4.0	2.0

RECEIVED BY THE CLERK OF THE COURT IN THE COUNTY OF MARION, OREGON, THIS 15TH DAY OF JULY, 1951.

FILED FOR RECORDING

RECORDED

INDEXED

NOTICE TO CREDITORS

IN THE PROBATE COURT OF THE COUNTY OF MARION, OREGON

IN RE: ESTATE OF [Name], Deceased

NOTICE IS HEREBY GIVEN THAT the undersigned, [Name], Clerk of the Court, has received from the [Name], [Title], of the County of Marion, Oregon, a copy of the [Document], and the same has been filed for record in the Probate Court of the County of Marion, Oregon, and the same is hereby made a part of the public records of said court.

STATE OF OREGON

County of Marion

I hereby certify that

the within was received

and duly recorded by

me in Marion County

\_\_\_\_\_

Fee \$ 70<sup>00</sup>

Hand Returned ☐

REEL 669

PAGE 120

JUL 15 4 33 PM '51

ALAN M. DAVIDSON

MARION COUNTY CLERK

BY [Signature] DEPUTY

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REEL 869 PAGE 116

After recording, return to:

Bradley D. Engleson  
Route 1, Box 724  
Corvallis, MD 65632

NOTARIAL CERTIFICATE

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

18-2890-5



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10 31

FILED  
POLK COUNTY OREGON  
FEB -1 AM 10:53  
BY CLERK  
JAN 18 1991

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, (Husband)  
and  
LISA ANN ENGLESON

Respondent, (Wife)

NO. 89P-2898

JUDGMENT OF DISSOLUTION  
OF MARRIAGE

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

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

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

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

Page 1. JUDGMENT OF DISSOLUTION OF MARRIAGE

QJIN  
E.

FILED  
POLK COUNTY OREGON  
FEB 18 1991  
BY CLERK

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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.

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.

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.

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 FEED 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 18, 1991  
GRANTOR: Bradley D. Engleson

Until a change is required, 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  
Date: July 18, 1991  
Personally appeared: Bradley D. Engleson  
His signature: Bradley D. Engleson  
My commission expires: 7/17/93

STATE OF OREGON, County of Marion  
Date: \_\_\_\_\_  
Personally appeared: \_\_\_\_\_ who being sworn, stated 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 Alan DEPUTY

13BA-7-3W-12100

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0.15	0.36	2.0
0.20		

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 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 68.5 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

Situs Address as disclosed by Marion County Tax Roll: 3245 Duncan Ave NE  
Salem, OR 97303

13BA-7-3W-12100

4.5	2.8	2.5
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1.5	3.6	2.0
1.0	4.0	

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

JUN 23 1994





45 2.8 2.5  
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15 3.6 2.0  
40 2.0

FORM 100 - Oregon Trust Deed Form - TRUST DEED (Assignment Required)

REEL PAGE  
1174 324

TRUST DEED

THIS TRUST DEED, made this 17th day of June, 1994, between

RONALD D. MENINGER AND LEA ANN MENINGER, as Grantor,  
Oregon Title Insurance Company, as Trustee, and

Hp Employees Federal Credit Union, as Beneficiary,

WITNESSETH:

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

See Legal Description Attached

PAYERS HAVE THE RIGHT TO REPAY THEIR ENTIRE LOAN AT ANY TIME WITHOUT PENALTY.

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

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum of Fifty-Six Thousand Dollars and no/100

(\$56,000.00) Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if

not sooner paid, to be due and payable June 6, 2009

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note becomes due and payable. Should the grantor fail to pay, or actually sell, convey, or assign all (or any part) of the property or all (or any part) of grantor's interest in it without first obtaining the written consent or approval of the beneficiary, then, as the beneficiary's option, all obligations secured by this instrument, irrespective of the maturity dates expressed therein, or herein, shall become immediately due and payable. The execution by grantor of an interest in money agreement does not constitute a sale, conveyance or assignment.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of the property.

2. To maintain the property in good and habitable condition any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all taxes, assessments, covenants, conditions and restrictions affecting the property; if the beneficiary requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or working agencies as may be deemed necessary by the beneficiary.

3. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and promptly deliver receipts therefor to the beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such payment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of the debt secured by this trust deed, without notice of any rights arising from breach of any of the covenants hereof and for such payment, with interest as aforesaid, the property hereinafter described, as well as the grantor, shall be bound to the same extent that they are bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice, and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and payable and constitute a breach of this trust deed.

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

5. To appear in and defend any action or proceeding brought or instituted to enforce the security rights or powers of beneficiary or trustee, and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the enforcement of this deed, to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees as mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's attorney's fees on such appeal.

6. If mutually agreed that:

a. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, beneficiary shall have the right, if it so elects, to complete also all or any portion of the mortgage payable on cooperation for such taking.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, or a title insurance company authorized to issue title insurance in the State of Oregon, or a title insurance company authorized to issue title insurance in the United States or any agency thereof, or an escrow agent licensed under ORS 90A.020 to 90A.040.

RECAPITULATING 12 USC 1701j-3 regulates and may prohibit exercise of this option.

The publisher suggests that such an agreement between the lender of obtaining beneficiary's consent to complete deed.

TRUST DEED

Meninger  
Grantor  
Hp Credit Union  
Beneficiary  
After Recording Return to Phone, Address, Etc.  
Hp Credit Union  
1000 N.E. Circle Blvd.  
Corvallis, Oregon 97330

SPACE RESERVES FOR RECORDING & USE

STATE OF OREGON,  
County of \_\_\_\_\_  
I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ and recorded in book/reel/volume No. \_\_\_\_\_ on page \_\_\_\_\_ or on fee/title/instrument/microfilm/reception No. \_\_\_\_\_ of said County.  
Witness my hand and seal of County attested.  
NAME TITLE  
By \_\_\_\_\_ Deputy

45	2.8	2.5
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55	3.6	2.0
60	4.0	

which are in excess of the amount required to pay all reasonable costs, expenses and attorney's fees necessarily paid or incurred by grantor 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 appellate courts, necessary to be incurred by beneficiary in such proceedings, and the balance applied upon the indebtedness secured hereby, and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be necessary to obtain 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 mortgage thereon (in case of full reconveyance, for cancellation), without affecting the liability of any person for the payment of the indebtedness secured hereby, shall be made to the making of any map or plat of the property; (b) pay in granting any easement or creating any restriction thereon; (c) put in any subdivision or other agreement affecting this deed or the land or charge thereon; (d) recover, without warranty, all or any part of the property. The grantor in any reconveyance may be described as the "person or persons" to whom the deed is made, and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustee's fees for any of the services mentioned in this paragraph shall be not less than \$1.

9. Upon any default by grantor hereunder, beneficiary may at any time without notice, either in person, by agent or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take due 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 entering upon and taking possession of the property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or proceeds for any taking or damage of the property, and the application or release thereof as aforesaid, 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 grantor in payment of any indebtedness secured hereby or in granting a performance of any agreement hereunder, time being of the essence with respect to such payment and/or performance, the beneficiary may elect to foreclose this trust deed in equity as a mortgage or direct the trustee to foreclose this trust deed by advertisement and sale, or may direct the trustee to pursue any other right or remedy, either at law or in equity, which the beneficiary may have. In the event the beneficiary elects to foreclose by advertisement and sale, the beneficiary shall execute and cause to be recorded a written notice of default and election to sell the property to satisfy the obligation secured hereby hereupon the trustee shall in the time and place of sale, give notice thereof as then required by law and proceed to foreclose the trust deed in the manner provided in ORS 84.735 to 84.793.

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 grantor or any other person so privileged by ORS 84.733, may cure the default or defaults. If the default consists of a failure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entire amount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by satisfying 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 amounts provided by law.

13. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale as the time to which 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 as section to the highest bidder for cash, payable at the time of sale. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in the deed of any matters of fact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor 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 interests may appear in the order of their priority and (4) the surplus, if any, to the grantor 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 trustee appointed hereunder. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested with all title, 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 this deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which grantor, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

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

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

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

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

(b) for the purchase, construction, improvement, maintenance or repair of real property owned or to be owned by the grantor or a beneficiary hereunder;

(c) for the payment of the principal and interest on any other loan secured by a deed of trust or mortgage on real property owned or to be owned by the grantor or a beneficiary hereunder;

(d) for the payment of the principal and interest on any other loan secured by a deed of trust or mortgage on real property owned or to be owned by the grantor or a beneficiary hereunder;

(e) for the payment of the principal and interest on any other loan secured by a deed of trust or mortgage on real property owned or to be owned by the grantor or a beneficiary hereunder;

(f) for the payment of the principal and interest on any other loan secured by a deed of trust or mortgage on real property owned or to be owned by the grantor or a beneficiary hereunder;

(g) for the payment of the principal and interest on any other loan secured by a deed of trust or mortgage on real property owned or to be owned by the grantor or a beneficiary hereunder;

(h) for the payment of the principal and interest on any other loan secured by a deed of trust or mortgage on real property owned or to be owned by the grantor or a beneficiary hereunder;

(i) for the payment of the principal and interest on any other loan secured by a deed of trust or mortgage on real property owned or to be owned by the grantor or a beneficiary hereunder;

(j) for the payment of the principal and interest on any other loan secured by a deed of trust or mortgage on real property owned or to be owned by the grantor or a beneficiary hereunder;

(k) for the payment of the principal and interest on any other loan secured by a deed of trust or mortgage on real property owned or to be owned by the grantor or a beneficiary hereunder;

(l) for the payment of the principal and interest on any other loan secured by a deed of trust or mortgage on real property owned or to be owned by the grantor or a beneficiary hereunder;

(m) for the payment of the principal and interest on any other loan secured by a deed of trust or mortgage on real property owned or to be owned by the grantor or a beneficiary hereunder;

(n) for the payment of the principal and interest on any other loan secured by a deed of trust or mortgage on real property owned or to be owned by the grantor or a beneficiary hereunder;

(o) for the payment of the principal and interest on any other loan secured by a deed of trust or mortgage on real property owned or to be owned by the grantor or a beneficiary hereunder;

(p) for the payment of the principal and interest on any other loan secured by a deed of trust or mortgage on real property owned or to be owned by the grantor or a beneficiary hereunder;

(q) for the payment of the principal and interest on any other loan secured by a deed of trust or mortgage on real property owned or to be owned by the grantor or a beneficiary hereunder;

(r) for the payment of the principal and interest on any other loan secured by a deed of trust or mortgage on real property owned or to be owned by the grantor or a beneficiary hereunder;

(s) for the payment of the principal and interest on any other loan secured by a deed of trust or mortgage on real property owned or to be owned by the grantor or a beneficiary hereunder;

(t) for the payment of the principal and interest on any other loan secured by a deed of trust or mortgage on real property owned or to be owned by the grantor or a beneficiary hereunder;

(u) for the payment of the principal and interest on any other loan secured by a deed of trust or mortgage on real property owned or to be owned by the grantor or a beneficiary hereunder;

(v) for the payment of the principal and interest on any other loan secured by a deed of trust or mortgage on real property owned or to be owned by the grantor or a beneficiary hereunder;

(w) for the payment of the principal and interest on any other loan secured by a deed of trust or mortgage on real property owned or to be owned by the grantor or a beneficiary hereunder;

(x) for the payment of the principal and interest on any other loan secured by a deed of trust or mortgage on real property owned or to be owned by the grantor or a beneficiary hereunder;

(y) for the payment of the principal and interest on any other loan secured by a deed of trust or mortgage on real property owned or to be owned by the grantor or a beneficiary hereunder;

(z) for the payment of the principal and interest on any other loan secured by a deed of trust or mortgage on real property owned or to be owned by the grantor or a beneficiary hereunder;

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

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\_\_\_\_

NOTARY PUBLIC FOR OREGON  
 My commission expires 3-17-96

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 sums 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



2.5	2.8	2.5
3.2	3.2	2.2
3.6	3.6	2.0
4.0	4.0	2.0

Ar 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 12100

145	28	25
130	32	22
115	36	20
100	40	

WARRANTY DEED (INDIVIDUAL)

REEL PAGE  
1276 88

ROBERT D. WENINGER and LEA ANN WENINGER  
Brent M. Gilmore and NIKKI R. Gilmore, as tenants in the entirety,  
hereinafter called grantor, convey to  
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 12100

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

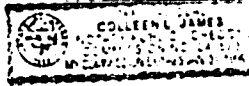
The true and actual consideration for this transfer is \$ 84,000.00

Dated this 28th day of November, 1995

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

STATE OF OREGON, County of Marion

November 28, 1995, 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)

STATE OF OREGON

Weninger  
TO  
Gilmore

County of  
I certify that the within instrument was recorded in the  
on the \_\_\_\_\_ day of \_\_\_\_\_, 1995, at \_\_\_\_\_  
of \_\_\_\_\_, Oregon, according to book \_\_\_\_\_  
or page \_\_\_\_\_ Records of Deeds of said County  
Witness my hand and seal of County, Oregon

After Recording Return to: & tax stamps  
Mc. & Mrs. Brent M. Gilmore  
3245 Duncan Avenue NE  
Salem, OR 97303

By \_\_\_\_\_

4.5	2.8	2.5
3.0	3.2	2.2
1.5	3.6	2.0
1.0	4.0	

Exhibit 'A'

(300) 13BA-7-3u

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.

*TE.*

NOV 16 1968

145	2.8	2.5
130	3.2	2.2
115	3.6	2.0
100	4.0	

WHICH 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

### DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on **NOVEMBER 21, 1995**  
The grantor is **BRENT W. GILMOUR AND NIKKI R. GILMOUR, AS TENANTS IN THE ENTIRETY**

The trustee is **WILLAMETTE VALLEY TITLE COMPANY**  
AN OREGON CORPORATION ("Trustee")

The beneficiary is **FIRST SECURITY BANK OF OREGON,**  
AN OREGON CORPORATION ("Lender")

which is organized and existing under the laws of **STATE OF OREGON**,  
address is **580 STATE STREET**  
**SALEM, OREGON 97301**

Borrower owes Lender the principal sum of

**SEVENTY-NINE THOUSAND EIGHT HUNDRED AND 00/100** Dollars  
U.S. \$ **79,800.00**

1. 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

**CLATSOP** 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"),  
the City

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.

OREGON - Single Family - Fannie Mae/Freddie Mac Lender Use INSTRUMENT  
Form 3023 8-00  
Last Form Iss. 10/01/00 1111 Page 1 of 8

14.5	2.8	2.5
15.0	3.2	2.2
15.5	3.6	2.0
16.0	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



2.45	2.8	2.5
2.50		
2.55	3.2	2.2
2.60	3.6	2.0
2.65	4.0	

NO. 962-188918

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 forfeiture 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
25	36	2.0
20	40	

NO. 962-188918

10. 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. 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.

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 reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. 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 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 then 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 continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective.

NOV 10 1995  
NOV 10 1995

45	2.8	2.5
30	3.2	2.2
15	3.6	2.0
5	4.0	

NO. 962-188918

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



45	2.8	2.5
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. 54159-000.

(300) 1380-7300

DATED: NOVEMBER 22, 1995

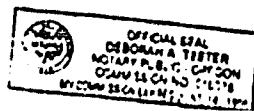
FIRST SECURITY BANK OF OREGON, AN OREGON CORPORATION

<u>Kris Norton</u>	<u>Henry G. Miller</u>
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: 12-14-96

45 2.8 2.5  
30 3.2 2.2  
15 3.6 2.0  
00 4.0

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 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 13BA-730

DATED: NOVEMBER 22, 1995

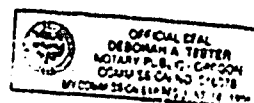
FIRST SECURITY BANK OF OREGON, AN OREGON CORPORATION

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, 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. 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  
303PAGE  
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 EGGLESTONhereinafter 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, 1983Personally appeared the above named  
Donald R. BuellSTATE OF OREGON, County of  
February 17, 1983

Personally appeared \_\_\_\_\_, 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 \_\_\_\_\_

Notary Public for Oregon  
My commission expires: 040486

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:  
(SEAL)  
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

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

Reel 303 Page 795

03775

FEB 17 4 05 PM '83

EDWIN H. HARRIS  
MARION COUNTY CLERK

BY \_\_\_\_\_ DEPUTY



1950年10月1日  
 1950年10月1日  
 1950年10月1日

NOTED.

KNOW ALL MEN BY THESE PRESENTS, That I, WILLIAM M. MARION, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto ESTHER E. EGGLESTON and HAYES CALMOUR EGGLESTON, husband and wife, as tenants by 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 thereto 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).<sup>①</sup>  
part of the  
In construing this deed the singular includes the plural as the circumstances may require.  
Witness grantor's hand this 21st day of April, 1969  
John E. Van Santen

Journal as the Clerk  
April 1969  
Jeanette E. Van Santen

STATE OF OREGON, County of Marion ) ss. 19  
 Personally appeared the above named Jeannette E. VanSanten, a single woman,  
 \_\_\_\_\_  
 \_\_\_\_\_

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

Before me: *[Signature]*  
Notary Public for Oregon  
My commission expires *May 4, 1970*

(OFFICIAL SEAL)

NOTE--The sentence between the symbols ①, if not applicable, should be deleted. See Chapter 462, 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  
Salem  
97203

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

STATE OF OREGON, } ss.  
MARION  
County of \_\_\_\_\_  
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 6163 on page 205  
Record of Deeds of said County.  
Witness my hand and seal of  
County aforesaid.  
\_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_ Deputy.

723 359948

859948

15/4

FROM ALL, ONE AT THIS TIME, ESTHER E. EGGLESTON and HAYES CALHOUN EGGLESTON, husband and wife,

for the consideration hereinafter stated, have hereby sold, bargained, sold and convey unto JEANNETTE E. VANSANTEN

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 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).

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

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:

Notary Public for Oregon

My commission expires May 14, 1970

(OFFICIAL SEAL)

NOTE—The sentence 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. VANSANTEN

AFTER RECORDING RETURN TO

Mrs. Esther Eggleston  
3245 Duncan Ave SE  
Salem  
97303

(DON'T USE THIS  
SPACE: RESERVED  
FOR RECORDING  
LABEL IN COUN-  
TIES WHERE  
USED.)

STATE OF OREGON.

County of MARION } ss.

I certify that the within instru-  
ment 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 attixed.

Norman W. Linder

By County Recorder.

859947

723

859947

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 hereinafter 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 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.

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.

This 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 Esther 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: *RDP*  
Notary Public for Oregon  
My commission expires: 5-8-71

836208  
166

**DEED**  
CREATING ESTATE IN ENTIRETY  
EGGLESTON, Esther E.  
TO  
EGGLESTON, Hayes Calhoun  
AFTER RECORDING RETURN TO  
DeArmond, Sherman & Barber  
687 Court St., NE  
Salem, Oregon  
*Esther E. Eggleston*  
2745 Division Ave  
Salem, Oregon

(DON'T USE THIS  
SPACE, RESERVED  
FOR RECORDING  
LABEL IN COUN-  
TIES WHERE  
USED.)

STATE OF OREGON,  
County of MARION } ss.

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

Witness my hand and seal of  
County Oregon Recorder.

By *Shuman Wm. Link*  
County Oregon Recorder.  
Deputy: *160*

OR 586 PM 745  
TITLE INSURANCE BASED ON A COMPLETE PLANT

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

This Indenture Witnesseth, That  
REUBEN C. JOHNSON, a single man

for the sum of Ten and no/100  
DOLLARS  
to him paid, has, bargained and sold and by these presents do, sell, bargain, sell and convey to

ESTHER F. AMORT

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, 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.



Heirs and Assigns forever  
does  
grantor  
her  
Heirs and Assigns, 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 29th day of May, 1964

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

STATE OF OREGON  
County of Marion  
I certify that the within instrument was received for record on the day of June 5 - 1964 at 3:47 o'clock P.M. and recorded in Book 586 Page 745 Record of Deeds of said county.

Recorder of Conveyances  
By  
Deputy

STATE OF OREGON  
County of Marion  
On this 27th 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

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2035 VOL 586 PAGE 744  
PUBLISHED BY A COURTNEY BY  
UNION TITLE INSURANCE CO.  
825 COURT STREET N.E. - BAKIN

TITLE INSURANCE BASED ON A COMPLETE PLANT

This Subscribed, Witnesseth, That **ZOLA B. BUTTE**, a single woman,

for the sum of, Ten and no/100 ----- DOLLARS  
to her paid, has, bargained and sold and by these presents do ss bargain, sell and convey to

**REUBEN C. JOHNSON**, a single man,

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, 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 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, Capitol Addition; thence east 231.33 feet to the place of beginning.

Do Give and to Grant unto the said grantee, his Heirs and Assigns forever.

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

and that she will WARRANT and DEFEND the same from all lawful claims whatsoever

WITNESS her hand and seal this 4 day of 1964

(SEAL) *Zola B. Butte*

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

Before me:

and acknowledged the foregoing instrument to be

her voluntary act and deed.

On this day of 1964

County of Marion

STATE OF OREGON

Notary Public for Oregon

My Commission Expires March 3, 1967

LOS ANGELES COUNTY

PRINCIPAL OFFICE IN

NOTARY PUBLIC, CALIFORNIA

By *Reuben C. Johnson*

Deputy.

Recorder of Conveyances.

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THIS CONTRACT, Made this 19th day of June, 1962, between  
ZOLA B. BUTTE  
hereinafter called the seller, and REUREN 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/100th Dollars (\$5950.00)  
(hereinafter called the purchase price) on account of which Five hundred and no/100th  
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 20, 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 20, 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  
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, sewer, public charges and municipal liens which here-  
after lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past 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 taxes, 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 in-  
suring (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  
the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of  
the purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases,  
said purchase price with the interest thereon shall be paid in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the  
all rights and interest created or then existing in favor of the buyer or return, reclamation or compensation for moneys paid  
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 thereunto 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 effect  
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 suc-  
ceeding 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 contest so requires, the singu-  
lar pronoun 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)  
Reuren C. Johnson (SEAL)