

555 Liberty St SE
Salem, Ore 97305 DM 310
with Ret

DEFERRED PAYMENT LOAN
TRUST DEED

REEL
423
PAGE
412

THIS TRUST DEED, Made the 25th day of October, 19 85,
by: Mid-Valley Center Against Domestic and Sexual Violence, Inc. as GRANTOR,
to: William J. Juza as TRUSTEE,
and the URBAN RENEWAL AGENCY OF THE CITY OF SALEM, a public body corporate and politic and by
virtue of ORS Chapter 457, as BENEFICIARY:

WITNESSETH: That the said Grantor, in consideration of the sum of Five Thousand One Hundred and
no/100----- Dollars
(\$ 5,100.00), the receipt of which is hereby acknowledged; and for the purpose of securing the repayment of
the said sum and the performance of the covenants hereinafter contained, does hereby Irrevocably grant, bargain,
sell, convey and warrant unto the said Trustee, in trust, with power of sale, the lands, premises and property
situated in Marion County, State of Oregon, described as follows, to-wit:

The North half of Lots 6 and 7 in Block 69 of the Town of North Salem,
Marion County, Oregon, as shown by the recorded plat of E. E. Wild's
Subdivision thereof, recorded on Page 50 of Volume 2 of Town Plats
in the office of the Recorder of Conveyances for said County.

**CONTINUED FROM BELOW
in Book 766, Page 353, Deed Records for Marion County, Oregon.

Trust Deed, including the terms and provisions thereof, given by Mid-Valley
Center Against Domestic and Sexual Violence, Inc., grantor, to William
J. Juza, as trustee for Urban Renewal Agency of the City of Salem, a public
body, beneficiary, dated September 25, 1981, recorded September 25, 1981, as
Fee No. 59481, Film Records for Marion County, Oregon, given to secure the
payment of \$60,000.00.

which said property is not currently used for agricultural, timber or grazing purposes; and all plumbing, heating,
cooling, ventilating apparatus and fixtures and machinery now or hereafter belonging to or used in connection with
the above described premises, including window shades, venetian blinds, screens and storm windows and doors,
shutters and awnings; and in addition thereto, the following described furniture, appliances, and equipment and
any replacements thereof, which are and shall be deemed to be fixtures and a part of the realty, and are a part of
the security for the indebtedness herein mentioned:

TO HAVE AND TO HOLD the granted premises and property, together with the tenements, hereditaments,
rights, privileges and appurtenances, now or hereafter belonging to or used in connection with the above described
premises including all water rights, all buildings and improvements thereon (or that may hereafter be erected
thereon), together with the reversions and remainders, rents, issues and profits thereof, SUBJECT, HOWEVER, to
the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents,
issues and profits.

And the Grantor hereby covenants with the said Beneficiary as follows:

FIRST: The Grantor will pay to the order of the Beneficiary at such
place as may be designated in said order the sum above designated as
consideration for this Trust Deed, said sum to be paid in accordance
with the terms of a certain promissory note bearing even date herewith,
executed by the Grantor to the Beneficiary.

SECOND: The Grantor is lawfully seized of the above described
premises and property in fee simple, and is the sole and exclusive owner
thereof and has the right to execute this Trust Deed and will forever
warrant and defend the title thereto against the lawful claims of all
persons whomsoever. The said premises and property are free from all
encumbrances and liens except:

Premises lie within the Urban Renewal Area of
North Salem Neighborhood Development program and
are subject to the terms and provisions of the
Urban Renewal Plan, dated January 10, 1972,
recorded March 3, 1972 in Book 721, Page
771, and amendments thereto recorded

December 11, 1972 in Book 740, Page 772 and recorded November 30, 1973

*CONTINUED ABOVE

THIRD: The proceeds of the loan evidenced by the Note secured
hereby are advanced to the Grantor by the Beneficiary for the purpose
of making improvements and repairs to the said premises as described
or referred to in the Loan Application filed by the Grantor. The
Grantor shall make or cause to be made all such repairs and
improvements. If the said repairs and improvements are not carried out
and completed with reasonable diligence, or if work thereon is
discontinued at any time for any reason other than strikes, lock-outs,
acts of God, fire, flood or similar catastrophe, riots, war or insurrection,
the Beneficiary, after due notice to the Grantor, in addition to and not
in lieu of any other remedy herein provided or otherwise available at
law or equity or through agreement between Grantor and Beneficiary,
may and is hereby authorized to do any or all of the following: (a) to
enter upon the said premises and employ watchmen or workmen as
may be necessary to protect the said premises and improvements
thereon from any depredation or injury and to preserve and protect
such property; (b) to carry out any or all then-existing contracts
between Grantor and other parties for the purpose of making repairs or
improvements to the said premises; (c) to make and enter into
additional contracts and incur obligations for the purpose of effecting
the improvements and repairs referred to in the first sentence of this

ALP-209
477

SEVENTEENTH: Upon default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written notice of default and election to sell the trust property, which notice Trustee shall cause to be duly filed for record. If Beneficiary desires said property to be sold, it shall deposit with Trustee this Trust Deed and all promissory notes and documents evidencing expenditures secured hereby, whereupon the Trustee shall fix the time and place of sale and give notice thereof as required by law.

EIGHTEENTH: If after default and prior to the time and date set by the Trustee for the Trustee's sale, the Grantor or other person so privileged by ORS 86.760 pays the entire amount then due under the terms of the Trust Deed and the obligation secured thereby, the Grantor or other person making such payment shall also pay to the Beneficiary all of Beneficiary's costs and expenses incurred up to said time in enforcing the terms of the obligation, including Trustee's and Attorney's fees not exceeding \$50 if actually incurred. By accepting any payment of any sum secured hereby after its due date Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure to pay.

NINETEENTH: After the lapse of such time as may then be required by law following the recordation of said notice of default; and said notice of sale having been given as required by law, Trustee without demand on Grantor shall sell the said premises and property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at the time of Sale. With written consent of the Beneficiary, Trustee may postpone sale of all or any portion of the above described property by public announcement at such time and place of sale and from time to time thereafter may postpone sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser its deed, including therein the recitals required by law, conveying the property to be sold, but without any covenants or warranty, express or implied. The recitals in the deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, excluding the Trustee, but including the Grantor and Beneficiary, may purchase at the sale.

TWENTIETH: After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of title evidence and reasonable attorney's fees in connection with the sale of the above described premises and property, Trustee shall apply the proceeds of the sale to the payment of all sums expended under the terms hereof not then repaid, with all other sums then secured hereby, and the remainder, if any, to the person or persons legally entitled thereto.

TWENTY-FIRST: Beneficiary may from time to time, as provided by statute, appoint a successor or successors to any Trustee named herein

or to any successor Trustee appointed hereunder, and thereupon the Trustee named herein shall be discharged. 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, containing reference to this Trust Deed and its place of record, which, when recorded in the office of the County Clerk or Recorder of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor Trustee.

TWENTY-SECOND: 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 or 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.

TWENTY-THIRD: This Deed applies to, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term Beneficiary shall mean the holder and owner, including pledgee or assignee, of the note secured hereby whether or not named as a beneficiary herein, in construing this deed and whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

TWENTY-FOURTH: The provisions, terms and conditions of that certain document entitled "Terms and Conditions of Salem Urban Renewal Agency Deferred Payment Rehabilitation Loan" (Form ALP-206) are, by this reference, incorporated herein and made a part hereof, the same as if set forth in full herein. Grantor acknowledges receipt of one copy of such document.

TWENTY-FIFTH: The Urban Renewal Agency of the City of Salem has by duly adopted resolution (No. 759) pursuant to ORS 457.210, delegated and transferred to the City of Salem all powers or functions of this said Agency; which powers or functions the City of Salem has, by duly adopted resolution (No. 75-148) accepted. As used herein, the term "Beneficiary" shall include the City of Salem, Oregon, acting on behalf of the Urban Renewal Agency of the City of Salem, Oregon.

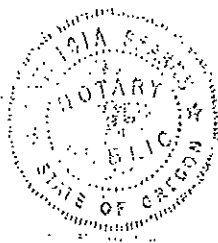
TWENTY-SIXTH: Grantor agrees and covenants that in the sale, lease, rental, use or occupancy of the said premises there shall be no discrimination upon the basis of race, color, religion, sex or national origin. The Grantor further covenants that such condition shall run with the land, and shall be binding upon all future owners and occupants thereof; and agrees that such covenant shall be made a part of any release, subordination, reconveyance, sale or other transfer by the Trustee hereunder. The Grantor further covenants that the Urban Renewal Agency of the City of Salem, Oregon, and the United States of America are beneficiaries of and entitled to enforce such covenant.

Patricia Sparks
MID-VALLEY CENTER AGAINST DOMESTIC AND
SEXUAL VIOLENCE, INC.

STATE OF OREGON,)
County of Marion) ss.

On this 25th day of October, 1985, personally appeared before me, the above named Patricia Sparks known to me to be the person whose signature above subscribed, and acknowledged to me that she executed the same as her free act and deed, for the uses and purposes therein expressed.

In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.



Patricia Sparks
Notary Public for Oregon

March 25, 1987
My commission expires

STATE OF OREGON

County of Marion

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

Oct 28 4 07 PM '85

ALAN H. DAVIDSON
MARION COUNTY CLERK

BY *[Signature]* DEPUTY

REEL 423 PAGE 412

1300

3

DEFERRED PAYMENT LOAN NOTE

Loan Amount: \$5,100.00Date: October 25, 1985 Salem, Oregon

FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of the URBAN RENEWAL AGENCY OF THE CITY OF SALEM, OREGON, or its successors, the sum of Five Thousand One Hundred and no/100----- Dollars (\$5,100.00).

This Note is a non-interest bearing note.


This Note shall become due and payable upon the discontinuance of the use of the property as a shelter for persons of domestic and sexual violence or attempted transfer of any interest in any manner, voluntary or involuntary, including by operation of law or upon the death of Owner (where ownership is joint, upon death or the survivor having an interest at the date of this Note) of certain real property identified and described in the Trust Deed securing this Note and of even date, running to the URBAN RENEWAL AGENCY OF THE CITY OF SALEM, OREGON. Said payment shall be made in lawful money of the United States of America at the office of the Finance Department of the City of Salem, Oregon, 555 Liberty Street SE, or at such other places as shall be designated by the URBAN RENEWAL AGENCY OF THE CITY OF SALEM, OREGON.

The undersigned reserves the right to repay at any time all or a portion of the principal amount of this Note without the payment of penalties, discount or premiums.

If this Note is placed in the hands of an attorney for collection, each of the undersigned promises and agrees to pay the reasonable collection costs of the holders hereof; and if suit or action is filed hereon, also promises to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum of may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

All persons liable, either now or hereafter, for the payment of this Note, severally waive presentment, demand and notice of non-payment hereof, and agree that any modification of the terms of payment, or extension of time of payment, made at the request of any person liable hereon, shall in nowise impair their liability.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned, as of the date above written.


MID-VALLEY CENTER AGAINST DOMESTIC AND SEXUAL
VIOLENCE, INC.