

18-24612
TICOR TITLE

After recording return to:
City of Salem
Attn: Sue Ballard
350 Commercial St NE
Salem, OR 97301

Mail all tax statements

DEFERRED PAYMENT LOAN TRUST DEED

THIS TRUST DEED, Made June 4, 2003, by Mid Valley Women's Crisis Service who took title as Mid-Valley Center Against Domestic and Sexual Violence, Inc. as GRANTOR, to: C. Randall Tosh, City Attorney 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 Four Thousand One Dollars and no/100's (\$4,001.00), 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, Block 69 of the town of Nor Salem, Marion County, Oregon, as shown by the recorded Plat of E.E. Wild's Subdivision thereof in the City of Salem, Marion County, Oregon.

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 revisions 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, a copy of which is attached hereto, executed by the Grantor to the Beneficiary. 4,001.00 deferred payment loan, payable upon transfer of title.

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:

Subject to all usual printed exceptions, exclusions, and conditions.
Tax Account # R96134, 073W23BA11700

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, in lieu of any other remedy herein provided or otherwise available at law or equity or through agreements 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 third paragraph; (d) to pay and discharge all debts, obligations and liabilities incurred by the Beneficiary, shall be payable by the Grantor to the Beneficiary on demand and shall be secured by the Trust Deed.

FOURTH: During the entire life of this Trust Deed the buildings and improvements erected and to be erected upon said premises, and the personal property described herein, if any, shall be kept insured by the Grantor against loss or damage by fire and such other hazards in such amounts, for such periods and under such form and type of policy as

shall be satisfactory to the Beneficiary. All the insurance written on the subject premises and property shall be made payable in the event of loss, to the Beneficiary and the Beneficiary shall be entitled to the possession of all such insurance policies during the life of this Trust Deed (limited to the balance of the underlined note only). Grantor agrees to deliver to the Beneficiary the renewals of the insurance policies not less than ten calendar days before the expirations of the policy to be renewed and replaced. The cash value or the surrender value of the unearned premium of all such insurance policies is hereby assigned to the Beneficiary as additional security to the loan and in the event of sale by the Trustee or other transfer of title to the subject property in extinguishment of the debt secured hereby, all right, title and interest of the Grantor in and to any such insurance policies then in force shall pass to the Beneficiary. The Grantor will pay the premiums for said insurance as the same shall become due. The Beneficiary shall not be responsible for any failure to place or maintain such insurance, or for loss or damage growing out of a defect or non-payment of loss under any such policy of insurance. If the premises or property covered hereby, or any part thereof, shall be damaged by fire or other hazards against which insurance is held, the amounts paid by any insurance company pursuant to the contract of insurance, shall be paid to the Beneficiary and the amounts so received may be applied by the Beneficiary, at its option, either upon any sum or sums secured by the Trust Deed whether or not same are due, or released by the Beneficiary, at its option, for the repairing, replacing and rebuilding of the premises and property or for other purposes; said repairing, replacing and rebuilding to be done and made subject to the approval of the Beneficiary and in a manner satisfactory to the Beneficiary.

FIFTH: The Grantor will pay before delinquency, and before any penalties, interest or other charges accrue or are added thereto, any and all taxes, assessments, liens, charges for the use of water on said premises, and any other charges or assessments which may become liens thereon prior to the lien of this Trust Deed, and will keep said property free and clear of any and all liens for labor or material, or any lien whatsoever that may become prior to the lien of this Trust Deed and will pay all costs, fees and expenses of this Trust. If any future law is passed taxing or assessing this Trust Deed or the Beneficiary on account of its rights under this Trust Deed, then the Beneficiary may, upon the passing of such law declare the entire debt hereby secured due and payable.

SIXTH: As a condition to obtaining the loan represented by the note hereby secured, Grantor has made certain representations of fact and intent to the Beneficiary. These include, but are not limited to: (1) That Grantor owns said premises; (2) That the Grantor agrees to continue to such ownership during the term of the note; (3) That Grantor intends to use the entire sum of the note hereby secured for the purpose of rehabilitation of the said premises pursuant to the standards and requirements adopted by the Beneficiary, and that no part of such sum will be put or delivered to any use or person not authorized in writing by the Beneficiary. Beneficiary may, at its option, declare the entire debt hereby secured due and payable upon any of the following grounds: (1) Discovery by the Beneficiary of any false, incomplete or misleading information furnished by Grantor in obtaining the loan hereby secured; or in the audits herein provided for, (2) Use or payment of the principal balance of the loan secured, or any part thereof, for any purpose or to any person not authorized, in writing, by the Beneficiary.

SEVENTH: The Grantor will comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the above described property and will not commit, suffer strip, or waste upon said premises and will not do or suffer to be done any act or thing which may in any way impair the security of this Trust Deed. The above described premises and any and all improvements thereon shall at all times be kept in a sound state of preservation and in good repair, the character and usage of the above described property shall not be changed, and alterations in the above described property or additions thereto shall not be made without the written consent of the Beneficiary. In the event of an actual threatened destruction or removal of the improvements or property on the above described premises, the Beneficiary may, at its option, declare the entire debt hereby secured due and payable.

The Trustee, upon presentation to it of an affidavit signed by the Beneficiary, setting forth facts showing a default by Grantor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein; and to act thereon hereunder.

EIGHTH: In the event that all or any portion of said property shall be taken under the right of eminent domain or condemnation, Beneficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking, save and except the amount awarded as and for reasonable costs, expenses and attorney's fees necessarily paid or incurred by Grantor in such proceedings, be paid to Beneficiary, and applied by it first upon any reasonable costs and expenses and attorney's fees necessarily paid or incurred by Beneficiary in such proceedings and not otherwise compensated by award of such costs and disbursements to Beneficiary, and the balance applied under the indebtedness secured hereby, and Grantor agrees, at its own expense to take such actions and execute such instruments as shall be necessary in obtaining such compensation, promptly upon Beneficiary's request.

NINTH: At any time and from time to time upon written request of Beneficiary, payment of the Trustee's fees and presentation of this Trust Deed and the note for endorsement or in case of full reconveyance, for cancellation, without affecting the liability of any person for the payment of the indebtedness, Trustee may: (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Deed or the lien or change thereof; and (d) Grantee in any reconveyance may be described as the "person or persons legally entitled thereto," 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 \$5.00.

TENTH: This Trust Deed and the note hereby secured may be extended or modified by the Beneficiary at any time for the Grantor hereunder without notice to any other person, firm or corporation and without releasing the Grantor or any subsequent grantor or payor from any liability hereunder or under said note or notes and without impairing, altering or affecting the lien of this Trust Deed in any way. Each of the covenants and agreements herein shall be binding upon all successors in interest of each Grantor and shall insure to the benefit of any successor in interest of the Beneficiary. It is agreed that if the note secured hereby be assigned and transferred by the Beneficiary to any one or more parties without the assignment of this Trust Deed, then the Trustee shall hold this Trust Deed in trust for the benefit of such assignee or assignees, and may foreclose such Trust Deed for the benefit of such assignee or assignees to the same extent as though such note had not been assigned.

ELEVENTH: All rents, issues, income and profits derived from the said premises and property are hereby assigned to the Beneficiary as additional security. In the event of default of the Grantor in any respect under this Trust Deed, the Beneficiary shall have the right to collect and retain the rents, issues, income and profits derived from the above described premises and property, including those past due and unpaid. Said rents, issues, income and profits shall be applied by the Beneficiary at its option, in payment of operating costs and reasonable expenses in connection with the operation and management of the above described premises, in payment of customary costs and charges for collection and management, or upon any indebtedness due or which may become due upon said note or upon or under this Trust Deed. The Beneficiary shall have the right at its option to enter into and upon the above described premises and take possession thereof in the event of default and to collect said rents, issues, incomes and profits therefrom and require any tenants or occupants of said premises to make payments to the Beneficiary of rental or of other charges arising out of the use and occupancy of the above described premises and property.

TWELFTH: The entering upon and taking possession of the above described premises and property, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies or compensation or awards 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.

THIRTEENTH: In the event it becomes necessary in the judgment of the Beneficiary so to do, the Beneficiary, without notice and without regard to the value of the said premises or to the adequacy of the security for the debt, shall have the right to apply to any Court having jurisdiction for the appointment of a Receiver and to have appointed a Receiver to manage and control the above described premises and property. In the event the Beneficiary or any Receiver enters into possession of the above described premises and property, any personal property owned by the Grantor and remaining in or about the above described premises may be used without charge by the Beneficiary or Receiver in the operation of the premises, or may be removed by the Beneficiary or Receiver, and in no event shall the Beneficiary or Receiver be held liable or responsible in any manner for injuries, loss, destruction or damage to such property or any portion thereof.

FOURTEENTH: The Grantor agrees to pay all costs, 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. The Grantor agrees to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear; and in any action brought by Beneficiary and Trustee to foreclose this Trust Deed.

FIFTEENTH: Should the Grantor be or become in default in any of the covenants or agreements contained herein, then the Beneficiary at its option, may perform the same and all expenditures made by the Beneficiary in so doing, or under any of the covenants or agreements herein, shall be repayable by the Grantor without demand; and, shall be secured by this Trust Deed; and the rights and duties of the parties covenanted for in this paragraph shall apply equally to any and all part payments or advances made by the Beneficiary for any of the purposes herein referred to.

SIXTEENTH: That in the event of any actual or attempted transfer, of any interest in any manner of the above described premises and property or any part thereof, voluntary or involuntary, including by operation of law or under the death of owner (where ownership is joint, upon death of the survivor having an interest at the date of this Trust Deed) without the written consent of the Beneficiary being first obtained, the entire balance under the Note secured by this Trust Deed shall, become immediately due and payable.

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 the Beneficiary's costs and expenses incurred upon 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 Positive Protection Program Deferred Payment Rehabilitation Loan" 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. 758) pursuant to ORS 457.210, delegated and transferred to the City of Salem all powers or functions of the 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 physical or mental handicap, familial status (having one or more children), 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 covenants.

MID VALLEY WOMEN'S CRISIS SERVICE


Jayne Downing-Burnette, Executive Director

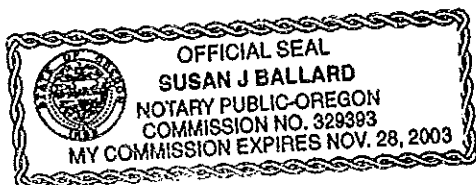
STATE OF OREGON,)


) ss.

County of Marion)

On June 4, 2003, personally appeared before me, the above named Jayne Downing-Burnette Executive Director of Mid Valley Women's Crisis Service known to me to be the person(s) whose signature above described, and acknowledged to me that they executed the same as their 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.




Notary Public for Oregon
My Commission expires 11/28/03

DEFERRED PAYMENT LOAN NOTE

Loan # 98-00323
Loan Amount: \$4,001.00
Date: June 4, 2003

1590 Winter St NE
Salem, OR 97301
Tax Account # R96134, 073W23BA11700

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 Four Thousand One Dollars and no/100's (\$4,001.00)

This Note is a non-interest bearing note, unless the terms of this Note are modified in accordance with the written policy of the Urban Renewal Agency of the City of Salem, Oregon.

This Note shall become due and payable upon any actual 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 of 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 holder 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 as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate Court.

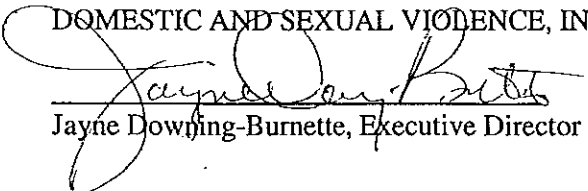
All persons liable, either now or hereafter, for the payment of this Note, severally waive presentment, demand and notice of nonpayment hereof, and agree that any modification of the terms of payment, or extension of time of payment, made at the request of any person liable hereon, shall in nowise impair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

Undersigned acknowledges receipt of a copy of "Terms and Conditions of Salem Urban Renewal Agency Positive Protection Program Deferred Payment Loans," and agrees to abide by the requirements set forth therein.

This Note is not assumable, in accordance with the written policy of the Positive Protection Program of the City of Salem loan procedures.

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

MID VALLEY WOMEN'S CRISIS SERVICE who took title as MID-VALLEY CENTER AGAINST DOMESTIC AND SEXUAL VIOLENCE, INC.


Jayne Downing-Burnette, Executive Director