

Brooks Resources



96292

Vol. 11 Page 168

416 Northeast Greenwood  
Bend, Oregon 97701

Phone. (503) 382-1662

## TRUST DEED

TRUST DEED made this 26th day of December, 1974, between

ROBERT F. SARGENT and DOROTHY P. SARGENT

as grantor,  
BROOKS RESOURCES CORP. as beneficiary, and GERALD A. MARTIN as trustee.  
Grantor conveys to trustee in trust with the power of sale the following described property, which does not exceed three acres, in Klamath County, Oregon; subject to all reservations, easements, conditions and restrictions of record.

Lot 8, Block 2, Wagon Trail Acreages No. One, First Addition

This trust deed is for the purpose of securing performance of a promissory note of even date executed by grantor and payable to beneficiary.

Grantor agrees

- (1) To protect, preserve and maintain said property in good condition and repair and not to commit or permit any waste of said property.
- (2) To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting said property.
- (3) To keep the property free from mechanic's liens and to pay all taxes, assessments, maintenance charges or other charges that may be levied or assessed upon or against said property before the same become past due or delinquent. Beneficiary, at its option, may pay such items when the same become delinquent and the amount so paid shall be added to the principal owing under the promissory note above described at the same rate of interest and with costs for collection.
- (4) To pay all costs, fees and expenses incurred by beneficiary or trustee under this agreement, including the cost of title search and other costs and expenses incurred in connection with or enforcing this obligation, including attorney's fees.
- (5) Upon default by grantor of any provision of this agreement beneficiary may declare all sums secured hereby to be immediately due and payable.

Grantor is the owner of the above described property, free and clear of any encumbrances, except those above described and will warrant and defend the same against all persons.

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

"You have the option to void your contract of agreement by notice to the seller if you did not receive a Property Report prepared pursuant to the Rules and Regulations of the Office of Interstate Land Sales Registration, U.S. Department of Housing and Urban Development, in advance of, or at the time of your signing the contract or agreement. If you received the Property Report less than 48 hours prior to signing the contract or agreement you have the right to revoke the contract or agreement by notice to the seller until midnight of the third business day following the consummation of the transaction. A business day is any calendar day except Sunday, or the following business holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Thanksgiving and Christmas."

Dorothy P. Sargent  
Dorothy P. Sargent

Robert F. Sargent  
Robert F. Sargent

STATE OF OREGON, County of Deschutes ss. Dec 26 1974  
Personally appeared the above named Dorothy P. Sargent and

Robert F. Sargent

and acknowledged the foregoing instrument to be their voluntary act  
Before me: [Signature]

After recording, this Trust Deed should  
be returned to:  
BROOKS RESOURCES CORPORATION  
416 N.E. Greenwood, Bend, Oregon 97701

NOTARY PUBLIC FOR OREGON  
My commission expires: 8/24/76

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLAMATH COUNTY TITLE CO

this 6th day of JANUARY A. D., 1975 at 11:10 o'clock AM., and duly recorded in

Vol. M 75 of MORTGAGES on Page 168

FEE \$ 2.00

WM. D. MILNE, County Clerk

By [Signature] Deputy

RECEIVED  
11.10 am

