

Brooks Resources

9695

Vol. 76 Page 1400

416 Northeast Greenwood  
Bend, Oregon 97701

Phone (503) 362-1562

# TRUST DEED

TRUST DEED made this 17 day of January, 1976, between  
Floyd N. Babcock and Mildred F. Babcock, Husband and Wife.

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 ~~XXXXXX~~  
~~XXXXXX~~ in Klamath County, Oregon; subject to all reservations,

easements, conditions and restrictions of record.  
Lot 4, Block 1, Wagon Trail Acreages Number Two, Klamath County, Oregon.  
(AKA Sales Lot # 90). The above described property is not currently used  
for agricultural, timber or grazing purposes.

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.

Floyd N. Babcock  
*Floyd N. Babcock*

*Mildred F. Babcock*  
Mildred F. Babcock

STATE OF OREGON, County of Deschutes ss January 17 1976  
Personally appeared at the above named Floyd N. Babcock and Mildred F. Babcock

and acknowledged the foregoing instrument to be their voluntary act.

Before me *Dorothy P. Sargent*

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: *May 5, 1976*

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 29th day of  
JANUARY A.D., 19 76 at 12:25 o'clock P.M., and duly recorded in Vol. 76  
of MORTGAGES on Page 1400.

FEE \$ 3.00

WM. D. MILNE, County Clerk  
By *Thelma Dray* Deputy

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