

**Brooks Resources**

416 Northeast Greenwood  
Bend, Oregon 97701  
Phone: (503) 382-1662

**33811 TRUST DEED**

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TRUST DEED made this 5th day of July, 1977, between  
C. Douglas Banks and Kathleen M. Banks, husband and wife

as grantor,  
BROOKS RESOURCES CORPORATION as beneficiary, and GERALD A. MARTIN as trustee.  
Grantor conveys to trustee in trust with the power of sale the following described property, which is  
not currently used for agricultural, timber or grazing purposes, in Klamath  
County, Oregon; subject to all reservations, easements, conditions and restrictions of record:  
Lot 12, Block 8, Wagon Trail Acreages #1, Second Addition.  
(aka sales lot #184)

This trust deed is for the purpose of securing performance of a promissory note executed by grantor and  
payable to beneficiary dated July 5, 1977

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 all 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 attorneys' 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, Inde-  
pendence Day, Labor Day, Veteran's Day, Columbus Day, Thanksgiving and Christmas.

C. Douglas Banks  
Kathleen M. Banks

STATE OF OREGON, County of Lane, ss:

Personally appeared the above named

and Kathleen M. Banks  
and acknowledged the foregoing instrument to be their voluntary act

Before me:

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: 12-4-79

WHITE-BROOKS RESOURCES WHITE-PURCHASER'S COPY YELLOW-BRANCH OFFICE COPY

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 2th day of  
AUGUST A.D., 19 77 at 2:41 o'clock P M., and duly recorded in Vol. M77  
of MORTGAGES on Page 14393

FEE \$ 3.00

WM. D. MILNE, County Clerk

By Pat M. Cullough Deputy