

35705

Brooks Resources

416 NE Greenwood

Bend, Oregon 97701

Phone: (503) 382-1682

**TRUST DEED**

Voluntary Page 17152

TRUST DEED made this 31st day of August, 1977, between Arthur V. Holmes and Barbara E. Holmes, 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 16, Block 9, Wagon Trail Acresages #1, Second Addition,
(aka sales lot #163).

This trust deed is given for the purpose of securing performance of a promissory note executed by grantor and payable to beneficiary dated August 31, 1977, payable in installments, with the last installment to become due, if not sooner paid, on September 10, 1984.

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 agreement and the obligation it secures, 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.

x Arthur W. Holmes
Arthur W. Holmes

x Barbara E. Holmes
Barbara E. Holmes

STATE OF OREGON, County of Jackson, ss: Sept 7 1977
Personally appeared the above-named Arthur W. Holmes and Barbara E. Holmes

and acknowledged the foregoing instrument to be their voluntary act. Before me:

Ray C. Elmgren
NOTARY PUBLIC FOR OREGON

After recording this Trust Deed
should be returned to:
BROOKS RESOURCES CORPORATION
416 NE Greenwood, Bend, OR 97701

My Commission Expires:

MY COMMISSION EXPIRES MAY 3, 1980

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 14th day of September A.D., 19 77 at 3:11 o'clock P. M., and duly recorded in Vol M77 of Mortgages on Page 17152.

FEE \$1.00

WM. D. MILNE, County Clerk

By Hazel Brazil Deputy