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K-33244

Vol. M Page 8311**Brooks Resources Corporation**416 Northeast Greenwood
Bend, Oregon 97701
Phone (503) 382-1662**TRUST DEED**TRUST DEED made this 25th day of April, 1980, between Roland E. Kiepke and Betty M. Kiepke, husband and wife

GERALD A. MARTIN as trustee and BROOKS RESOURCES CORPORATION, an Oregon corporation as beneficiary, 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 10 Block 3 Wagon Trail Acreages Number 1, Third Addition (aka sales #5)
Note: See Exhibit "A".

This trust deed is given for the purpose of securing performance of each agreement of grantor herein contained and payment of the sum of \$7,980.00 Dollars, with interest thereon according to the terms of a promissory note executed by grantor and payable to beneficiary dated April 25, 1980, payable in installments with the last installment to become due, if not sooner paid, on May 1, 1987.

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.

Roland E. Kiepke
Roland E. Kiepke

Betty M. Kiepke
Betty M. Kiepke

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this (date) April 25, 1980by Roland E. Kiepke and Betty M. Kiepke, husband and wife.

Notary Public for Oregon

My Commission Expires: April 11, 1984

After recording this Trust Deed
should be returned to:

BROOKS RESOURCES CORPORATION
416 NE Greenwood, Bend, OR 97701

STATE OF OREGON, COUNTY OF KLAMATH, ss.

I hereby certify that the within instrument was received and filed for record on the 6th day of May, A.D., 1980 at 11:20 o'clock A. M., and duly recorded in Vol. M80 of Mortgages on Page 8311.

FILE \$3.50

WM. D. KIEPKE, County Clerk

By [Signature] Deputy