



92799

Brooks Resources Corporation  
416 Northeast Greenwood  
Bend, Oregon 97701  
Phone (503) 382-1662

K-33956

## TRUST DEED

Vol. m Page 22635

TRUST DEED made this 29 day of August, 19 80, between Wayland A. Porter Jr.

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 18, Block 3, Wagon Trail Acreages Number one, Third Addition.  
(aka sales lot #197)

This trust deed is given for the purpose of securing performance of each agreement of grantor herein contained and payment of the sum of 11,000.00 Dollars, with interest thereon according to the terms of a promissory note executed by grantor and payable to beneficiary dated August 29, 1980, payable in installments with the last installment to become due, if not sooner paid, on October 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.

Wayland A. Porter Jr.  
Wayland A. Porter Jr.

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this (date) August 29, 1980 by Wayland A. Porter Jr.

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

[Signature]  
Notary Public for Oregon

My Commission Expires: April 11, 1984

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 20th day of November, A.D., 19 80 at 2:08 o'clock P M., and duly recorded in Vol. M80 of Mortgages on Page 22636.

FEE \$3.50

WM. D. MILNE, County Clerk

By Bernetha Holtsch Deputy