



5403

Brooks Resources Corporation

416 Northeast Greenwood

Bend, Oregon 97701

Phone (503) 382-1662

TRUST DEEDVol. M-81 Page 18027TRUST DEED made this 12th day of August, 1981, between Raymond E. Scrivner and Catherine A. Scrivner, husband and wifeJAMES V. HURLEY

~~XXXXXXXXXXXX~~ 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 24 Block 1 Wagon Trail Acreages Number 1, Third Addition (aka sales #204)

This trust deed is given for the purpose of securing performance of each agreement of grantor herein contained and payment of the sum of \$20,192.00 Dollars, with interest thereon according to the terms of a promissory note executed by grantor and payable to beneficiary dated August 12, 1981 in installments with the last installment to become due, if not sooner paid, on September 1, 1988.

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.

Raymond E. Scrivner
Raymond E. Scrivner

Catherine A. Scrivner
Catherine A. Scrivner

STATE OF OREGON, County of Deschutes, ss:

September 1, 1981

The foregoing instrument was acknowledged before me this (date) Raymond E. Scrivner and Catherine A. Scrivner

by

Barclay A. Smith
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

14th day of October A.D., 1981 at 10:11 o'clock A.M., and duly recorded in

Vol m-81 of Mortgages on page 18027.Fee \$4.00

EVELYN BIEHN

COUNTY CLERK

James E. Scrivner Deputy