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K-36589

Vol. 1183 Page 18814

Brooks Resources CorporationPost Office Box 6119
Bend, Oregon 97708
Phone (503) 382-1662**TRUST DEED**TRUST DEED made this 30th day of September, 19 83, between Raymond E. Scrivner and Catherine A. Scrivner, husband and wifeJAMES V. HURLEY 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:

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 24,000.00 Dollars, with interest thereon according to the terms of a promissory note executed by grantor and payable to beneficiary dated Sept. 30, 1983, payable in installments with the last installment to become due, if not sooner paid, on Dec. 15, 1990.

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 and Beneficiary further covenant and agree:

(1) Transfer of the Property; Assumption. If all or any part of the property or an interest therein is sold or transferred by Grantor without Beneficiary's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Trust Deed, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a Joint tenant, or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Beneficiary may, at Beneficiary's option, declare all the sums secured by this Trust Deed to be immediately due and payable. Beneficiary shall have waived such option to accelerate if, prior to the sale or transfer, Beneficiary and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Beneficiary and that the interest payable on the sums secured by this Trust Deed shall be at such rate as Beneficiary shall request. If Beneficiary has waived the option to accelerate provided in this paragraph, and if Grantor's successor in interest has executed a written assumption agreement accepted in writing by Beneficiary, Beneficiary may release Grantor from all obligations under this Trust Deed and the Note.

If Beneficiary exercises such option to accelerate, Beneficiary shall mail Grantor notice of acceleration. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Grantor may pay the sums declared due. If Grantor fails to pay such sums prior to the expiration of such period, Beneficiary may, without further notice or demand on Grantor, invoke any remedies permitted by this Trust Deed.

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

Catherine A. Scrivner

STATE OF OREGON, County of Deschutes, ss:

The foregoing instrument was acknowledged before me this (date)

by

After recording this Trust Deed should be returned to:

BROOKS RESOURCES CORPORATION
Post Office Box 6119
Bend, Oregon 97708

Notary Public for Oregon

My Commission Expires:

01881

EXHIBIT "A"

18815

That portion of the Northeast quarter of Section 1, Township 23 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, lying East of the official plat of Wagon Trail Acreages Number One First Addition, Klamath County, Oregon.

EXCEPT that portion described as follows:

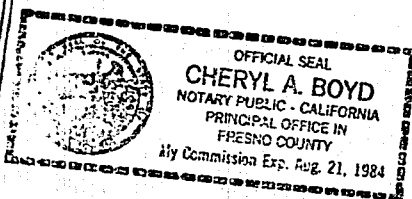
Beginning at a 3" Brass Cap in a 2½" diameter iron pipe marking the Northeast corner of said Section 1; thence following the east line of said Section 1 South 00°14'02" East a distance of 404.51 feet; thence South 47°49'25" West a distance of 425.30 feet; thence South 62°28'03" West a distance of 234.27 feet to a point on the easterly right-of-way line of Stirrup Drive as shown on the plat of Wagon Trail Acreages No. 1; thence following the easterly and northeasterly right-of-way line of said Stirrup Drive along the following two curves: following the arc of a 570.00 foot radius curve left 75.74 feet (chord bears North 37°00'08" West 75.68 feet); following the arc of a 370.00 foot radius curve left 190.51 feet (chord bears North 55°33'44" West 188.41 feet) to the southeast corner of Lot 12, Block 2 of said plat; thence following the easterly lines of Lots 12, 11 and 10 of said Block 2 North 02°06'57" East 629.97 feet to the northeast corner of said Lot 10 being a point on the north line of said Section 1; thence following the north line of said Section 1 North 89°51'00" East a distance of 698.95 feet to the Point of Beginning the terminus of this description.

TOGETHER WITH a non-exclusive easement for road purposes over and across Stirrup Drive and Wagon Trail Road as shown on the official plats of Wagon Trail Acreages Number One, Klamath County, Oregon and Wagon Trail Acreages Number One First Addition, Klamath County, Oregon.

STATE OF CALIFORNIA

COUNTY OF Fresno

} ss.



On this 17th day of October, in the year 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Raymond E. Scrivner * * * * *
* * * * *
* * * * *
(or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed it.

WITNESS my hand and official seal.

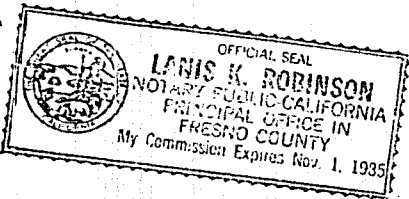
Cheryl A. Boyd

Notary Public in and for said State.

STATE OF CALIFORNIA

COUNTY OF Fresno

} ss.



On this 15th day of October, in the year 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Catherine A. Scrivner * * * * *
* * * * *
* * * * *
(or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed it.

WITNESS my hand and official seal.

Lanis K. Robinson

Notary Public in and for said State.

STATE OF OREGON,
County of Klamath)

Filed for record at request of

on this 1st day of November A.D. 19 83
at 11:27 o'clock A M, and duly
recorded in Vol. M83 of Mortgages
Page 18814

EVELYN BIEHN, County Clerk
By Pam Smith, Deputy
Fee 12.00

