THIS TRUST DEED, made this 29th day of	April 79.00, between
DONALD J. LEGGET and ELIDA LEGGET, husband as Grantor, ALBERTA HEFFRON	as Trustee, and
ALBERTA MARKET	
HELEN PHILIPPI,	

as Beneficiary,

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property in Klamath.....County, Oregon, described as:

Lot 4, Block 5 of BELLA VISTA SUBDIVISION, TRACT 1235 Klamath County, Oregon.

dead isna.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with said real estate.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

ELEVEN THOUSAND AND NO/100----

of Dollars, with interest thereon according to the terms of a promissory Dollars, with interest thereon according to the terms of a promissory of even date herewith, payable to beneliciary or order and made by grantor, the final payment of principal and interest hereol, if

not sooner paid, to be due and payable of principal and interest nereof, if the date of maturity of the debt secured by this instrument is the date, stated above, on which the tinal installment of said note becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be becomes due and payable. In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the grantor without lirst having obtained the written consent or approval of the heneficiary. Sold, conveyed, assigned or alienated by the grantor without lirst having obtained the written consent or approval of the heneficiary. The sold the maturity dates expressed therein, or the sold become immediately due and payable.

The above described real property is not currently used for agricultural, timber or grazing purposes.

To protect the security of this trust deed, grantor agrees:

1. To protect, preserve and maintain said property in good condition and repair; not to remove or demolish any building or improvement thereon; not to commit or permit any waste of said property. To complete or restore promptly and in good and workmanlike roampleting or improvement which may be constructed damaged or manner any building or improvement which may be constructed damaged or destroyed thereon and pay when due all costs incurred therefor.

3. To complete or any or and pay when due all costs incurred therefor, therefore, the said property; if the beneficiary 52 requests, to this said property; if the beneficiary 53 requests, to the said forde as the beneficiary may require and to pay for liling same in the cost of all lien searches made proper public office or offices, as well as the cost of all lien searches made by liling officers or searching agencies as may he deemed desirable by beneficiary.

tions and restrictions slieding said property; if the beneficiary maconition of restrictions in inacening statements pursuant to the lifting some in the cital Gode beneficiary may require and to pot all lien searchs made in the cital Gode beneficiary may require and to pot all lien searchs made in the cital Gode beneficiary may require and to pot all lien searchs made in the cital Gode beneficiary may be deemed desirable by the surface of the cital gode of t

(a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any granting any easement or creating any restriction thereon; (c) join in any granting any easement or creating any restriction thereon; (c) join in any granting any easement or creating any restriction thereon; (c) join in any granting any easement or charge subordination or charge with the control of the truther of any part of the property. The trends of any restored any reconveyance may be described as any matters or lacts shall legally entitled thereto, and the recitals therein any any matters or lacts shall legally entitled thereto, and the recitals therein. Trustee's lees for any of the be conclusive proof of the truthfulness there it less than \$5.

In Upon any default by grantor hereunder, beneficiary may at any services mentioned in this paragraph shall be retiles than \$5.

In upon any default by grantor hereunder, beneficiary may at property or any part thereof, in its own and the adequacy of any security for pointed by a court, and without regard to the adequacy of any security for pointed by a court, and without regard to the adequacy of any security for pointed by a court, and without regard to the adequacy of any security for pointed by a court, and without regard to the adequacy of any security for pointed by a court, and without regard to the adequacy of any security for pointed by a court of the pointed of

the nanner provided in ORS 86.735 to 86.795.

13. After the trustee has commenced foreclosure by advertisement and sale, and at any time prior to 5 days before the date the trustee conducts the sale, the frantor or any other person sprivileged by ORS 86.751, may consider the default or defaults. If the default consists of a failure to nay, when due, sums secured by the trust deed, the default may be cured by paying the sums secured by the trust deed, the default may be cured by paying the notified mount due at the time of the cure other than such portion as would not then be due had no default occurred. Any other default that is capable to find the cured my be cured by andering the performance required under obligation or trust deed. In any case, in addition to curing that delict or defaults, the person effecting the cure shall pay to the beneficiary and expenses actually included in enforcing the obligation of the trust deed of the cure with trusteers and attorney's less not exceeding the amounts provided by law.

[4. Otherwise, the sale shall be held on the date and a constant of the cure of the cure of the date of the cure of

together with trustee's and attorney's less not exceeding the amounts provided by law.

[4. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be postponed as provided by law. The trustee may sell said property in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder lost asked to the time of sale. Trustee has auction to the highest bidder lost deed in form as required by law conveying shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or inher property so sold, but without any covenant or warranty, express or inher property so sold, but without any matters of lact shall be conclusive proof of the truthfulness thereof. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale.

[15. When trustee sells pursuant to the powers provided herein, trustee shall be compensation of the trustee and a reasonable charge by trustee shall enough the compensation of the trustee and a reasonable charge by trustee story attorney, (2) to the obligation secured by the trust deed, (3) to all person attorney, (2) to the obligation secured by the trust deed, (3) to all person having recorded liens subsequent to the interest of the trustee in the trust having recorded liens aubsquant to the interest of the trustee in the trust having recorded liens aubsquant to the interest of the trustee in the trust amplies.

[16. Beneficiary may from time to time appoint a successor or success.]

surplus, if any, to the grantor of to his successor in interest entitled to such surplus.

Sort to any trustee named herein or to any successor trustee, appointed herein or to any successor trustee appointed herein or to any successor trustee, appointed herein trustee, the latter shall be vested with all title, powers and dutes conferent upon any trustee herein named or appointed hereinflet, back such appointment upon any trustee herein named or appointed hereinflet executed by hereleising and substitution shall be made by written instrument executed by hereleising which, when recorded in the mortgage records of the county or counties in which the property is situated, shall be conclusive proof of proper appointment of the successor trustee.

17. Trustee accepts this trust when this deed, duly executed and acknowledged is made a public record as provided by law. Trustee is not acknowledged is made a public record as provided by law. Trustee is not acknowledged in party party berefor of pending sale under any other deed of obligated to notify any party hereto of pending sale under any other deed of orbital trust or of any action or proceeding in which granter, beneficiary or trustee that the party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or sovings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or brenches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto

and that he will warrant and forever defend the same against all persons whomsoever. The grantor warrants that the proceeds of the lean represented by the above described note and this trust deed are:

(a)* primarily for grantor's personal, family, household or agricultural purposes (see Important Notice below),

(b) for an organisation, or (even it grantor is a natural person) are for business or commercial purposes other than agricultural purposes. purposes.

This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the teminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hard the day and year first above written. * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiar; is a creditor as such word is defined in the Truth-in-Londing Act and Repulation Z, the disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Ness Form No. 1305 or equivalent; of a dwelling use Stevens-Ness Form No. 1305 or equivalent; of a dwelling use Stevens-Ness Form No. 1306, or equivalent, the Act is not required, disregard this notice. XONE (If the signer of the above is a corporation, use the form of acknowledgment opposite.) STATE OF OREGON, County of Klamath STATE OF OREGON, County of Bersonally appraised the above named. Personally appeared duly sworn, did say that the former is the who, each being first president and that the latter is the...... secretary of ment to be Refore me:

(OFFICIAL DUCKERS)

Notary Public for Oregon

My commission expires: (203,198) a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act Notary Public for Oregon Hayming will My commission expires: (OFFICIAL SEAL) REQUEST FOR FULL RECONVEYANCE To be used only when obligations have been paid. TO: Trustee The undersigned is the legal owner and holder of all indebtedness secured by the toregoing trust deed. All sums secured by said trust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you said trust deed or pursuant to statute, to cancer an evidences of indeptedness secured by said trust deed (which are derivered to you herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the DATED: Do not less or destroy this Trust Doed OR THE NOTE which it secures. Both must be delivered to the trustee for concellation before reconveyance will be made. TRUST DEED (FORM No. 481) STEVENS NESS LAW PUB. CO., POP STATE OF OREGON, County ofKlamath I certify that the within instrument was received for record on the .. 23rd day of _____,19.86., Grantor SPACE RESERVED FOR

DONALD J. LEGGET ELIDA LEGGET HELEN PHILIPPI Beneficiary

AFTER RECORDING RETURN TO Alberta Heffron, Attorney P. O. Box 256 Salem, Oregon, 97308

Fee: \$9.00

RECORDER'S USE

at 4:24 o'clock P. M., and recorded in book/reel/volume No. M86......on page 8980 or as fee/file/instrument/microfilm/reception No. 61755.,

Record of Mortgages of said County. Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk By Deputy