

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. Grantors shall be entitled to a partial release and deed of reconveyance on any of the properties governed by this deed of trust on payment to the trustee of the sum of \$2,500 per lot, plus accrued interest on the promissory note which this deed of trust secures. Grantors shall designate to trustee each lot or lots to be so released which may be reconveyed without further consent of beneficiaries.

The grantor warrants that the proceeds of the loan 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 organization, or (even if grantor is a natural person) for business or commercial purposes other than agricultural 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, of the 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 feminine and the neuter, and the singular number includes the plural.

IN WITNESS WHEREOF, said grantor has hereunto set his hand 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 beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required 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; if this instrument is NOT to be a first lien, or is not to finance the purchase of a dwelling, use Stevens-Ness Form No. 1306, or equivalent. If compliance with the Act is not required, disregard this notice.

(If the signer of the above is a corporation, use the form of acknowledgment opposite) I, the undersigned, do hereby certify that I am the duly authorized officer or agent of the corporation, partnership, or other entity named herein, and that I am duly qualified to execute this instrument on behalf of said entity. I am a resident of the State of Oregon, County of Klamath, and my commission expires on May 1, 1988.

Personally appeared the above named: DONALD J. LEGGET and ELIDA LEGGET, husband and wife.

and acknowledged the foregoing instrument to be their free, voluntary act and deed.

Before me, *[Signature]*, Notary Public for Oregon, My commission expires 3/31/89.

[Signature]
DONALD J. LEGGET

[Signature]
ELIDA LEGGET

STATE OF OREGON, County of _____, ss.

Personally appeared _____, 19____

_____ who, each being first duly sworn, did say that the former is the president and that the latter is the secretary of _____

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 and deed.

Before me,

Notary Public for Oregon

(OFFICIAL SEAL)

My commission expires: _____

REQUEST FOR FULL RECONVEYANCE

TO: ASPEN-TITLE & ESCROW CO., Trustee

The undersigned is the legal owner and holder of all indebtedness secured by the foregoing 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 herewith together with said trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the estate now held by you under the same. Mail reconveyance and documents to _____

FOR THE PURPOSE OF RECEIVING RECONVEYANCE OF THE ESTATE OF THE ABOVE NAMED GRANTOR, I HEREBY CERTIFY THAT THE ABOVE NAMED GRANTOR HAS BEEN FULLY PAID AND SATISFIED.

DATED: _____, 19____

Beneficiary

Do not lose or destroy this Trust Deed OR THE NOTE which it secures. Both must be delivered to the trustee for cancellation before reconveyance will be made.

THIS TRUST DEED IS BEING RE-RECORDED TO CORRECT TYPE OF DOCUMENT

TRUST DEED

(FORM No. 881)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

DONALD J. & ELIDA LEGGET

Klamath

Grantor

FRED L. & DIANE E. ECK

Beneficiary

AFTER RECORDING RETURN TO

ASPEN-TITLE & ESCROW CO.

600 Main Street

Klamath Falls, OR 97601

84220 84223



STATE OF OREGON,

County of Klamath, ss.

I certify that the within instrument was received for record on the 10th day of May, 1988, at 11:17 o'clock A.M., and recorded in book/reel/volume No. M88 on page 7324 or as fee/file/instrument/microfilm/reception No. 87159. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk

By *[Signature]* Deputy

TRUST DEED

Fee \$10.00

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 23rd day
of May A.D., 19 88 at 10:52 o'clock A.M., and duly recorded in Vol. M88
of Mortgages on Page 7961

FEE \$15.00

Evelyn Biehn

By

County Clerk

Bernetha J. Hirsch