

96076 TRUST DEED Vol 1995 Page 5541  
March 1995 between  
THIS TRUST DEED, made this 05 day of  
GEORGE L. FEOLA and MARNA L. FEOLA, husband and wife or the survivor thereof  
as Grantor,  
MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY  
as Trustee, and  
SANDRA L. WEST  
as Beneficiary,

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

THE EAST 1/2 OF LOT 9, MILLER PARK, A RE-SUBDIVISION OF LOTS 36, 37, 38,  
39, 40, 41 AND THE VACATED ALLEY BLOCK F, HOMECREST, ACCORDING TO THE  
OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF  
KLAMATH COUNTY, OREGON.

THIS TRUST DEED IS SECOND AND SUBJECT TO A FIRST TRUST DEED RECORDING  
CONCURRENTLY HERewith.

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 rent, issues and profits thereof and all fixtures now or hereafter attached to or used in connection with  
the property.

FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the sum  
of \*\*TWENTY THREE THOUSAND NINE HUNDRED AND NO / 100ths\*\*\*\*\*  
Dollars, with interest thereon according to the terms of a promissory  
note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereof, if  
not sooner paid, to be due and payable March 13, 1996

The date of maturity of the debt secured by this instrument is the date, stated above, on which the final installment of the note  
becomes due and payable.

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

1. To protect, preserve and maintain the property in good condition and repair; not to remove or demolish any building or im-  
provement thereon; not to commit or permit any waste of the property.

2. To complete or restore promptly and in good and habitable condition any building or improvement which may be constructed,  
damaged or destroyed thereon, and pay when due all costs incurred therefor.

3. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the property; if the beneficiary  
so requests, to join in executing such financing statements pursuant to the Uniform Commercial Code as the beneficiary may require and  
to pay for filing same in the proper public office or offices, as well as the cost of all lien searches made by title officers or searching  
agencies as may be deemed desirable by the beneficiary.

4. To provide and continuously maintain insurance on the buildings now or hereafter erected on the property against loss or  
damage by fire and such other hazards as the beneficiary may from time to time require, in an amount not less than \$ full insurable  
written in companies acceptable to the beneficiary, with loss payable to the latter; all policies of insurance shall be delivered to the bene-  
ficiary as soon as insured; if the grantor shall fail for any reason to procure any such insurance and to deliver the policies to the beneficiary  
at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on the buildings, the beneficiary may pro-  
cure the same at grantor's expense. The amount collected under any fire or other insurance policy may be applied by beneficiary upon  
any indebtedness secured hereby and in such order as beneficiary may determine, or at option of beneficiary the entire amount so collected,  
or any part thereof, may be released to grantor. Such application or release shall not cure or waive any default or notice of default here-  
under or invalidate any act done pursuant to such notice.

5. To keep the property free from construction liens and to pay all taxes, assessments and other charges that may be levied or  
assessed upon or against the property before any part of such taxes, assessments and other charges become past due or delinquent and  
promptly deliver receipts therefor to beneficiary; should the grantor fail to make payment of any taxes, assessments, insurance premiums,  
liens or other charges payable by grantor, either by direct payment or by providing beneficiary with funds with which to make such pay-  
ment, beneficiary may, at its option, make payment thereof, and the amount so paid, with interest at the rate set forth in the note  
secured hereby, together with the obligations described in paragraphs 6 and 7 of this trust deed, shall be added to and become a part of  
the debt secured by this trust deed, without waiver of any rights arising from breach of any of the covenants hereof and for such payments,  
with interest as aforesaid, the property hereinbefore described, as well as the grantor, shall be bound to the same extent that they are  
bound for the payment of the obligation herein described, and all such payments shall be immediately due and payable without notice,  
and the nonpayment thereof shall, at the option of the beneficiary, render all sums secured by this trust deed immediately due and pay-  
able and constitute a breach of this trust deed.

6. To pay all costs, fees and expenses of this trust including the cost of title search as well as the other costs and expenses of the  
trustee incurred in connection with or in enforcing this obligation and trustee's and attorney's fees actually incurred.

7. To appear in and defend any action or proceeding purporting to affect the security rights or powers of beneficiary or trustee;  
and in any suit, action or proceeding in which the beneficiary or trustee may appear, including any suit for the foreclosure of this deed,  
to pay all costs and expenses, including evidence of title and the beneficiary's or trustee's attorney's fees; the amount of attorney's fees  
mentioned in this paragraph 7 in all cases shall be fixed by the trial court and in the event of an appeal from any judgment or decree of  
the trial court, grantor further agrees to pay such sum as the appellate court shall adjudge reasonable as the beneficiary's or trustee's at-  
torney's fees on such appeal.

It is mutually agreed that:

8. In the event that any portion or all of the property shall be taken under the right of eminent domain or condemnation, bene-  
ficiary shall have the right, if it so elects, to require that all or any portion of the monies payable as compensation for such taking,

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 savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company autho-  
rized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency thereof, or an escrow  
agent licensed under ORS 696.305 to 696.585.

### TRUST DEED

GEORGE L. FEOLA and MARNA L. FEOLA  
1786 CREST STREET  
KLAMATH FALLS, OR 97603  
Grantor  
SANDRA L. WEST  
5547 AVALON  
KLAMATH FALLS, OR 97603  
Beneficiary  
After Recording Return to (Name, Address, Zip):  
MOUNTAIN TITLE COMPANY  
OF KLAMATH COUNTY

STATE OF OREGON,  
County of \_\_\_\_\_ } ss.

I certify that the within instrument  
was received for record on the \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_, at  
\_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in  
book/reel/volume No. \_\_\_\_\_ on page  
\_\_\_\_\_ and/or as fee/file/instru-  
ment/microfilm/reception No. \_\_\_\_\_,  
Record of \_\_\_\_\_ of said County.  
Witness my hand and seal of  
County affixed.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_  
By \_\_\_\_\_ Deputy \_\_\_\_\_

[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]

17. Trustee accepts this trust as then this deed, duly executed and acknowledged by the grantor and the beneficiary, and the beneficiary's successor in interest that the grantor is lawfully seized in fee simple of the real property and has a valid, unencumbered title thereto

and that the grantor will warrant and forever defend the same against all persons whomsoever.

[illegible]

In constructing this trust deed, it is understood that the grantor, trustee, and beneficiaries intended that if the context so requires, the singular shall be taken to mean and include the plural, and that generally made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

WITNESS WHEREOF, the grantor has executed this instrument the day and year first above written.

IN WITNESS WHEREOF

**\* 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 use **Stearns-Ness Form No. 1319** or equivalent. If compliance with the Act is not required disregard this notice.

**STATE OF OREGON** County of \_\_\_\_\_

STATE OF OREGON County of Klamath, ss.  
I, \_\_\_\_\_, Clerk of said Court,  
do hereby certify that the foregoing is a true and correct copy  
of the original as the same appears from the records of said Court.

\_\_\_\_\_  
Clerk of Court

WITNESSES my hand and seal of office at Medford, Oregon, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
Notary Public

This instrument was acknowledged before me on March 8, 1951 by GEORGE L. FEOLA and MARNA L. FEOLA

by D. D. 1/2 This instrument was acknowledged D. D. 1/2

by \_\_\_\_\_  
as \_\_\_\_\_  
of \_\_\_\_\_

*Matthew A. Smith*

Winter 2020

Notary Public for Oregon  
12/20/98

OFFICIAL SEAL  
RICHARD STUART  
J. J. COOPERSON

EXPRESS DEC. 20, 1998

STATE OF OREGON, COUNTY OF KLAMATH: ss. \_\_\_\_\_ the 13th day \_\_\_\_\_, 1955, duly recorded in Vol. M95

STATE OF OREGON: COUNTY OF CLATSOP  
Filed for record at request of Mountain Title Co on 11-08 at 11:08 o'clock A M., and duly recorded in Vol. 195  
on Page 5541  
CLATSOP COUNTY CLERK

Filed for record at request of March A.D. 1995 at 11:08 on Page 5541  
of Mortgages Bernetha G. Letsch, County Clerk  
By Letitia Thutag

**FEE \$15.00**

on Page 5541  
Bernetha G. Letsch, County Clerk  
By Lynette Hurtig