

38606

LN 30172255 RAGSDALE
RETURN TO:
U.S. BANCORP MORTGAGE CO.
PO BOX 1107
131 E. MAIN ST.
MEDFORD, OR 97501
Attn: Kathy Ragsdale

Vol mg Page 26011

MTC 26544
[Space Above This Line For Recording Data]

State of Oregon

DEED OF TRUST

FHA Case No.

431:2624607-703

THIS DEED OF TRUST ("Security Instrument") is made on DECEMBER 04, 1991

. The Grantor is

JON L. DEESE

("Borrower"). The trustee is U.S. BANK OF WASHINGTON, NATIONAL ASSOCIATION

("Trustee"). The beneficiary is U.S. BANCORP MORTGAGE COMPANY

which is organized and existing under the laws of THE STATE OF OREGON
address is 501 SE HAWTHORNE BLVD, PORTLAND, OREGON 97214

and whose

("Lender"). Borrower owes Lender the principal sum of

FIFTY TWO THOUSAND FOUR HUNDRED NINETEEN AND NO/100-----

Dollars (U.S. \$ 52,419.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JANUARY 01, 2022

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in

KLAMATH

County, Oregon:

Lot 6, Block 11, TRACT 1143, Resubdivision of a portion of Blocks 11, 12, 13 and 14, BUENA VISTA to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Tax Account No. 3809 019CD 03600

INITIAL
HERE

which has the address of 2519 Hawkins Street
Oregon 97601

[Zip Code] ("Property Address");

Klamath Falls

[Street, City],

4R(OR) (9103)

Page 1 of 6
VMP MORTGAGE FORMS - (313)293-8100 - (800)521-7291

FHA Oregon Deed of Trust - 2/91

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, an installment of any (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by paragraph 4.

Each monthly installment for items (a), (b), and (c) shall equal one-twelfth of the annual amounts, as reasonably estimated by Lender, plus an amount sufficient to maintain an additional balance of not more than one-sixth of the estimated amounts. The full annual amount for each item shall be accumulated by Lender within a period ending one month before an item would become delinquent. Lender shall hold the amounts collected in trust to pay items (a), (b), and (c) before they become delinquent.

If at any time the total of the payments held by Lender for items (a), (b), and (c), together with the future monthly payments for such items payable to Lender prior to the due dates of such items, exceeds by more than one-sixth the estimated amount of payments required to pay such items when due, and if payments on the Note are current, then Lender shall either refund the excess over one-sixth of the estimated payments or credit the excess over one-sixth of the estimated payments to subsequent payments by Borrower, at the option of Borrower. If the total of the payments made by Borrower for item (a), (b), or (c) is insufficient to pay the item when due, then Borrower shall pay to Lender any amount necessary to make up the deficiency on or before the date the item becomes due.

As used in this Security Instrument, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. In any year in which the Lender must pay a mortgage insurance premium to the Secretary, each monthly payment shall also include either: (i) an installment of the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary. Each monthly installment of the mortgage insurance premium shall be in an amount sufficient to accumulate the full annual mortgage insurance premium with Lender one month prior to the date the full annual mortgage insurance premium is due to the Secretary, or if this Security Instrument is held by the Secretary, each monthly charge shall be in an amount equal to one-twelfth of one-half percent of the outstanding principal balance due on the Note.

If Borrower tenders to Lender the full payment of all sums secured by this Security Instrument, Borrower's account shall be credited with the balance remaining for all installments for items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note;

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are

referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note secured thereby not be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option and notwithstanding anything in paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall give notice of sale in the manner prescribed by applicable law to Borrower and to other persons prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but

not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

18. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

19. **Substitute Trustee.** Lender may, from time to time, remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

20. **Attorneys' Fees.** As used in this Security Instrument and in the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

21. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

☐

Condominium Rider

☐

Graduated Payment Rider

☐

Other [Specify]

☐

Planned Unit Development Rider

☐

Growing Equity Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

[Signature]
JON L. DEESE

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

STATE OF OREGON,

On this 6th

Klamath
day of

December

County ss:

, 1991, personally appeared the above named

JON L. DEESE

the foregoing instrument to be his

voluntary act and deed.

and acknowledged

My Commission Expires:
(Official Seal)

11/16/95

Before me:

Notary Public for Oregon

[Signature]
Kristi L. Redd



Page 6 of 6

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 13th day
of Dec. A.D., 1991 at 11:24 o'clock A.M., and duly recorded in Vol. M91
of Mortgages on Page 26011.

Evelyn Biehn- County Clerk

By *[Signature]*

FEE \$33.00

103092

I.D. TAG NO.

454

Local File Number

OREGON DEPARTMENT OF HUMAN RESOURCES

HEALTH DIVISION

Vital Records Unit

CERTIFICATE OF DEATH

136-

State File Number

DECEDENT

1

2

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

1 DECEDENT'S NAME First: Edward Middle: Hobson Last: HIGGINS, Sr.		2 SEX M	3 DATE OF DEATH (Month, Day, Year) Nov. 28, 1991
4 SOCIAL SECURITY NUMBER 444/05/2341	5a AGE - Last Birthday (Years) 93	5b Under 1 Year Mos. Days	5c Under 1 Day Hours Mins.
6 BIRTHPLACE (City and State or Foreign Country) Fontana, KA.		7 DATE OF BIRTH (Month, Day, Year) July 22, 1898	
8 WAS DECEDENT EVER IN U.S. ARMED FORCES? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		9a PLACE OF DEATH (Check only one) <input type="checkbox"/> Hospital <input type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA <input type="checkbox"/> OTHER <input type="checkbox"/> Nursing Home <input checked="" type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify)	
9b FACILITY NAME (If not institution, give street and number) 4643 Balsam Drive		9c CITY, TOWN, OR LOCATION OF DEATH Klamath Falls	
10a DECEDENT'S USUAL OCCUPATION (Give kind of work done during most of working life. Do not use retired) Orderly		10b KIND OF BUSINESS/INDUSTRY Hospital	
11 MARITAL STATUS - Married, Never Married, Widowed, Divorced (Specify) Married		12 SPOUSE (If Married, Widowed) Ruth	
13a RESIDENCE - STATE Oregon	13b COUNTY Klamath	13c CITY, TOWN, OR LOCATION Klamath Falls	13d STREET AND NUMBER 4643 Balsam Drive
13e INSIDE CITY LIMITS? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	13f ZIP CODE 97601	14 WAS DECEDENT OF HISPANIC ORIGIN? (Specify No or Yes - If yes, specify Cuban, Mexican, Puerto Rican, etc.) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes	15 RACE American Indian, Black, White, etc. (Specify) White
16 DECEDENT'S EDUCATION (Specify only highest grade completed) Elementary/Secondary (10-12) College (1-4 or 1-1)		17 FATHER - NAME first middle last Thomas Nelson Higgins	
18 MOTHER - NAME first middle maiden Alice Clementine Simon		19 INFORMANT - NAME and relationship to decedent Ruth Higgins / Wife	
20a METHOD OF DISPOSITION <input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify)		20b PLACE OF DISPOSITION (Name of cemetery, crematory, or other place) Klamath Cremation Service	
20c LOCATION - City or Town, State Klamath Falls, Oregon		21a SIGNATURE OF FUNERAL SERVICE LICENSEE OR PERSON ACTING AS SUCH <i>[Signature]</i>	
21b LICENSE NUMBER (Of Licensee) 3409		22 NAME, ADDRESS AND ZIP OF FACILITY Ward's Klamath Funeral Home 1945 Main Street Klamath Falls, Ore. / 97601	
23 DATE FILED (Month, Day, Year) DEC 9 1991		24 REGISTRAR'S SIGNATURE <i>[Signature]</i>	
25 DID HOSPITAL REPRESENTATIVE MAKE REQUEST FOR ANATOMICAL GIFT CONSENT? <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A		26 WAS GIFT MADE? <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A	
TO BE COMPLETED BY CERTIFYING PHYSICIAN			
27 TIME OF DEATH 0900		28 WAS MEDICAL EXAMINER NOTIFIED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29 To the best of my knowledge, death occurred at the time, date, place and due to the cause(s) and manner stated. (Signature) <i>[Signature]</i>			
30 DATE SIGNED (Month, Day, Year) 11/29/91			
31 NAME, TITLE, ADDRESS AND ZIP OF CERTIFYING MEDICAL EXAMINER (Type or Print) John J. Klemm, MD / 1905 Main St. / Klamath Falls, Oregon / 97601			
32 NAME OF ATTENDING PHYSICIAN IF OTHER THAN CERTIFIER (Type or Print)			
TO BE COMPLETED ONLY BY MEDICAL EXAMINER			
31a TIME OF DEATH M		31b DATE PRONOUNCED DEAD (Month, Day, Year, Hour) M	
32 On the basis of examination and/or investigation, in my opinion death occurred at the time, date, place and due to the cause(s) and manner stated. (Signature)			
33 DATE SIGNED (Month, Day, Year) COUNTY			
34 IMMEDIATE CAUSE (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b), AND (c). Do not enter mode of dying, e.g. Cardiac or Respiratory Arrest)			
PART I (a) DUE TO, OR AS A CONSEQUENCE OF: <i>Coronary Artery Disease</i>		Interval between onset and death <i>3 hours</i>	
(b) DUE TO, OR AS A CONSEQUENCE OF:		Interval between onset and death	
(c) OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in PART I <i>COPD, CAD, Renal Failure</i>		Interval between onset and death	
37 Did tobacco use contribute to the death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Probably <input type="checkbox"/> Unk		38 AUTOPSY <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
39 If YES were findings considered in determining cause of death? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		40 MANNER OF DEATH <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Accident <input type="checkbox"/> Undetermined <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Legal Intervention	
41a DATE OF INJURY (Month, Day, Year)		41b TIME OF INJURY M	
41c INJURY AT WORK? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		41d DESCRIBE HOW INJURY OCCURRED	
41e PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)		41f LOCATION (Street and Number or Rural Route Number, City or Town, State)	
RESERVED FOR REGISTRAR'S USE			

THIS IS A TRUE AND EXACT REPRODUCTION OF THE ORIGINAL COPY REGISTERED AT THE OFFICE OF THE KLAMATH COUNTY REGISTRAR.

45.2 REV 3/88

DATE ISSUED DEC 9 1991

DONNA A. VERLING
COUNTY REGISTRAR
KLAMATH COUNTY, OREGON

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Ruth Higgins the 13th day of Dec. A.D., 19 91 at 11:47 o'clock A.M., and duly recorded in Vol. M91 of Deeds on Page 26017.

Evelyn Biehn County Clerk

By Donna A. Verling

FEE \$8.00

Return: Ruth Higgins

4643 Balsam Dr., Klamath Falls, Or. 97601

2102S

38608

20048
CB-13⁰⁰
DWF

26018

512524 20048 HJD

EXTENSION
OF REAL ESTATE NOTE AND LIEN

DATE: November 8, 1991

NOTE

DATE: January 14, 1991

ORIGINAL AMOUNT: \$1,500,000.00

MAKER: The First National Bank of Amarillo

PAYEE: MAYWOOD, INC. and MAYWOOD INDUSTRIES OF OREGON, INC.

UNPAID PRINCIPAL AND INTEREST BALANCE: \$ 712,500.00

HOLDER OF NOTE AND LIEN: The First National Bank of Amarillo

HOLDER'S MAILING ADDRESS: 8th & Taylor Street P.O. Box 1331
(including county) Amarillo, Potter County, Texas 79180

OBLIGOR: MAYWOOD, INC. and MAYWOOD INDUSTRIES OF OREGON, INC.

OBLIGOR'S MAILING ADDRESS: P.O. Box 30550
(including county) Amarillo, Potter County, Texas 79120

NOTE AND LIEN ARE DESCRIBED IN THE FOLLOWING DOCUMENTS, RECORDED IN:

That certain Mortgage, Trust Deed or Land Sale Contract dated September 29, 1986 in the original amount of \$1,500,000.00 executed by MAYWOOD, INC., and MAYWOOD INDUSTRIES OF INC., payable to the order of The First National Bank of Amarillo recorded in Volume M 86 Page 17644 of the Records of Klamath County, Oregon.

Said note and mortgage extended by that certain Extension of Mortgage, Trust Deed or Land Sales Contract dated January 14, 1991, recorded Volume M 91, Page 2415, of the Records of Klamath County, Oregon.

PROPERTY (INCLUDING ANY IMPROVEMENTS) SUBJECT TO LIEN:

See Exhibit A attached hereto and made apart hereof for all purposes.

TERMS OF EXTENSION:

We agree to extend the maturity date of this note and lien to August 8, 1996, the new maturity date.

This note will remain on the existing repayment schedule which calls for quarterly payments of \$37,500 principal plus accrued interest which will fully amortize the note by the new maturity date. The next scheduled quarterly payment is 11/8/91.

The initial interest rate on this note will be 8.0%. The future rate will be equal to the index of The First National Bank of Amarillo's base rate as announced publicly from time to time by The First National Bank of Amarillo.

IF OBLIGOR IS NOT PRIMARILY LIABLE ON THE NOTE. OBLIGOR NEVERTHELESS AGREES TO PAY THE NOTE.

OBLIGOR PROMISES TO PAY TO THE ORDER OF HOLDER OF NOTE AND LIEN, ACCORDING TO THE TERMS OF EXTENSION OF MATURITY, THE UNPAID PRINCIPAL AND INTEREST: OBLIGOR ALSO EXTENDS THE LIENS UNTIL MATURITY.

THE NOTE AND LIENS CONTINUE AS WRITTEN, EXCEPT AS PROVIDED IN THIS INSTRUMENT.

WHEN THE CONTEXT REQUIRES, SINGULAR NOUNS AND PRONOUNS INCLUDE THE PLURAL.

DEC 12 11 52

ck
1822

Obligor: MAYWOOD INC. and
MAYWOOD INDUSTRIES OF OREGON, INC.

Holder of the Note & Lien:
THE FIRST NATIONAL BANK OF
AMARILLO

John C. Maynard
John C. Maynard, President

Dennis Falk
Dennis Falk Sr. Vice President

Acknowledgment:

STATE OF TEXAS
COUNTY OF Potter

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 18 DAY OF Nov.
1991 BY John C. Maynard, President of Maywood Industries of Oregon, Inc.
and President of Maywood Inc.

Ricky Ambler
Notary Public State of Texas

Notary's name:

Notary's commission expires:

Acknowledgment:

STATE OF TEXAS
COUNTY OF

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE DAY OF 1991 BY

Notary Public, State of Texas

Notary's name:

Notary's commission expires:

Corporate Acknowledgment

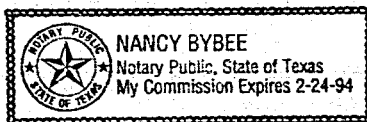
STATE OF TEXAS
COUNTY OF Potter

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON 14 DAY OF Nov. 1991, BY
Dennis Falk Sr. Vice President OF The First National
Bank of Amarillo
A Banking CORPORATION ON BEHALF OF SAID CORPORATION.

Nancy Bybee
Notary Public State of Texas

Notary's name:

Notary's commission expires



AFTER RECORDING RETURN TO:

The First National Bank of Amarillo
P.O. Box 1331, Amarillo, Texas
79180 Att: Tan Tran

A 20 acre tract of land situated in the East 1/2, Section 4, Township 39 South, Range 9 East of the Willamette Meridian, including a portion of Lot 2, Block 2, Tract 1080, Washburn Park, more particularly described as follows:
Beginning at a point on the westerly line of an existing 10-foot South Suburban Sanitary District sewer easement, from which the Southwest corner of Lot 2, Block 2, said Tract 1080, bears North 08°08'39" East a distance of 270.55 feet and the East quarter corner of said section 4 bears North 77°03'46" East a distance of 562.46 feet; thence North 00°06'43" West along the said West easement line 973.79 feet to a point which is 230.00 feet from, measured at right angles to, the southerly right of way line of the O.C. & E. Railroad; thence North 66°51'15" West parallel to and 230.00 feet from the said Southerly right of way line 973.79 feet; thence South 00°06'43" East parallel to said sewer easement 973.79 feet; thence South 66°51'15" East parallel to said southerly railroad right of way line 973.79 feet to the point of beginning, with bearings based on said Tract 1080, Washburn Park.

TOGETHER with a non-exclusive right of way for ingress to exit from the above-described real property along and upon a 60-foot wide strip of land, more particularly described as follows:
Beginning at the Southwest corner of Block 2, Tract 1080, Washburn Park; thence along the arc of a curve to the right (radius point bears North 00°04'50" West 27.14 feet, central angle = 84°48'27") 42.54 feet to the easterly right of way line of a sewer easement; thence North 00°06'43" West along said easement 255.37 feet; thence South 89°53'17" West 10.00 feet to a 5/8 inch iron pin; thence North 66°51'15" West 54.42 feet; thence South 00°06'43" East 363.71 feet; thence South 89°55'10" East 86.85 feet to the NW corner of Block 6, said Tract 1080; thence North 00°04'50" East 60.00 feet to the point of beginning, with bearings based on said Tract 1080.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of First National Bank of Amarillo the 13th day
of Dec. A.D. 1991 at 11:52 o'clock AM., and duly recorded in Vol. M91
of Mortgages on Page 26018.

FEE \$18.00

Evelyn Biehn . County Clerk

By Douglas M. Miskin