

03-09-94 P02:08 RCVD

Vol. m 94 Page 7338

AFTER RECORDING MAIL TO:

M.E.G. PINKERTON A (trustee) **SOURCE ONE MORTGAGE SERVICES CORPORATION** (lender) **27555 FARMINGTON ROAD, FARMINGTON HILLS, MI 48334-3357**

LOAN NO. 33004808-7

[Space Above This Line For Recording Data]

STATE OF OREGON

DEED OF TRUST

FHA CASE NO. 431-2887148-703 203

THIS DEED OF TRUST ("Security Instrument") is made on February 9, 1994. The grantor is KEVIN J. VOLL and RENEE A. VOLL, AS TENANTS BY ENTIRETY

("Borrower") ("Trustee")

The trustee is **MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY**. The beneficiary is **SOURCE ONE MORTGAGE SERVICES CORPORATION**, which is organized and existing under the laws of **MI 48334-3357**, and whose address is **27555 FARMINGTON ROAD, FARMINGTON HILLS, MI 48334-3357** ("Lender"). Borrower owes Lender the principal sum of **Fifty Four Thousand Five Hundred Twelve Dollars and no/100** Dollars (U.S. \$ **54,512.00**).

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 **March 1, 2009**. 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**:

TRACT NO. 97 OF PLEASANT HOME TRACTS, NO. 12, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

which has the address of **5120 MILLER AVE** **KLAMATH FALLS** **Oregon** **97603** **(Zip Code)** **(Property Address)**

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 seized 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.

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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 the 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 90 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 90 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.

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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 the 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.

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 in a part of this Security Instrument. [Check applicable box(es)].

☐ Condominium Rider ☐ Graduated Payment Rider ☐ Growing Equity Rider
☐ Planned Unit Development Rider ☐ Other [Specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 4 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Kevin J. Voll 2-9-94 (Seal) Borrower
Renee A. Voll (Seal) Borrower
Renee A. Voll (Seal) Borrower
Renee A. Voll (Seal) Borrower

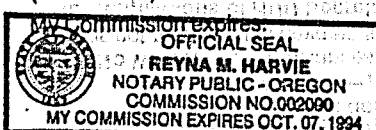
STATE OF OREGON, Klamath

County ss:

On this 9th day of FEBRUARY, 1994, personally appeared the above named KEVIN J. VOLL and RENEE A. VOLL, AS TENANTS BY ENTIRETY and acknowledged the foregoing instrument to be their voluntary act and deed.

(Official Seal)

Before me:



REQUEST FOR RECONVEYANCE

Notary Public for Oregon

TO TRUSTEE:

The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together with all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said note or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now held by you under this Deed of Trust to the person or persons legally entitled thereto.

STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

Mountain Title co

on this 9th day of March A.D., 19 94
at 2:08 o'clock P M. and duly recorded
in Vol. M94 of Mortgages Page 7338
Evelyn Biehn County Clerk
By Douglas Mullendore
Deputy.

MTC 37013
STATE OF IDAHO
IDAHO DEPARTMENT OF HEALTH AND WELFARE
COOPERATIVE CENTER FOR HEALTH STATISTICS

JUN 9 1978

State of Idaho
CERTIFICATE OF DEATH

State File No. **2111**
Local Reg. No. **439**
Reg. Dist. No. **370**

TYPE OR PRINT
IN
PERMANENT
INK

DECEDENT - NAME Joseph Louis Oliver		SEX Male	DATE OF DEATH (Mo., Day, Yr.) May 25, 1978
RACE White	AGE - Last Birthday 63	UNDER 1 YEAR MO. DAY YR.	UNDER 1 DAY HOURS MIN.
DATE OF BIRTH (Mo., Day, Yr.) July 27, 1914		COUNTY OF DEATH Ada	
CITY, TOWN OR LOCATION OF DEATH Boise		HOSPITAL OR OTHER INSTITUTION - Name (If not in either, give street and number) St. Lukes Hosp 190 E. Bannock Boise, ID	
STATE OF BIRTH (If not in U.S. name country) California	CITIZEN OF WHAT COUNTRY US	MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (Specify) Married	SURVIVING SPOUSE (If wife, give maiden name) Billie Baker
SOCIAL SECURITY NUMBER 565 07 9501		USUAL OCCUPATION (Give kind of work done during most of working life, even if retired) Truck Driver	KIND OF BUSINESS OR INDUSTRY Truck Line
RESIDENCE - STATE Idaho	COUNTY Twin Falls	CITY, TOWN OR LOCATION Twin Falls	STREET AND NUMBER Route #5
FATHER - NAME Antonio Oliver		BIRTHPLACE Portugal	MOTHER - MAIDEN NAME Isbell Silva
INFORMANT - NAME Bille Oliver		MAILING ADDRESS Route #5 Box 50 Twin Falls, Idaho	
BURIAL, CREMATION, REMOVAL, DATE Burial 5.27.78		CEMETERY OR CREMATORY - NAME Sunset Memorial Park	LOCATION Twin Falls, Idaho
MORTICIAN (Signature) <i>[Signature]</i>		NAME OF FACILITY White Mortuary	ADDRESS OF FACILITY Twin Falls, Idaho
<p>21a. I hereby certify that I attended the deceased from <u>5/4/78</u> to <u>5/25/78</u>.</p> <p>I last saw the deceased alive on <u>5/25/78</u>. To the best of my knowledge, death occurred at the time, date and place and due to the cause(s) stated.</p> <p>(Signature and Title) <u>S. Kirby Orme</u></p> <p>DATE SIGNED (Mo., Day, Yr.) <u>5/31/78</u> HOUR OF DEATH <u>0850</u></p>		<p>22a. On the basis of examination and/or investigation, in my opinion death occurred at the time, date and place and due to the cause(s) stated.</p> <p>(Signature) <u>[Signature]</u></p> <p>DATE SIGNED (Mo., Day, Yr.) <u>5/31/78</u> HOUR OF DEATH <u>0850</u></p> <p>22b. PRONOUNCED DEAD (Mo., Day, Yr.) <u>5/31/78</u> PRONOUNCED DEAD (Hour) <u>0850</u></p>	
NAME AND ADDRESS OF CERTIFIER (PHYSICIAN OR CORONER) (Type or Print) S. Kirby Orme 125 E. Main Boise, Idaho 83702			
REGISTRAR 24a. (Signature) <u>Georgia Chapin</u>		DATE RECEIVED BY REGISTRAR (Mo., Day, Yr.) <u>June 7, 1978</u>	
IMMEDIATE CAUSE (Enter only one cause per line for (a), (b), and (c))		Interval between onset and death	
1. <u>cardiac arrest</u>		<u>minutes</u>	
2. <u>congestive heart failure, respiratory failure, renal failure</u>		<u>21 days</u>	
3. <u>Dissecting aortic aneurysm</u>		<u>29 days</u>	
OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in PART I (a).		AUTOPSY (Yes or No) <u>26</u>	
ACC., SUICIDE, MOM., UNDET., OR PENDING INVEST. (Specify)	DATE OF INJURY (Mo., Day, Yr.)	HOUR OF INJURY	DESCRIBE HOW INJURY OCCURRED
27a. <u>INJURY AT WORK (Yes or No)</u>	27b. <u>PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)</u>	27c. <u>LOCATION</u>	27d. <u>STREET OR R.F.D. NO.</u>
27e. <u>CITY OR TOWN</u>		27f. <u>STATE</u>	

IF DEATH WAS DUE
TO OTHER THAN
NATURAL CAUSES,
THE CORONER
MUST COMPLETE
AND SIGN THE
CERTIFICATE

CONDITIONS
IF ANY
WHICH GAVE
RISE TO
IMMEDIATE
CAUSE
STATING THE
UNDERLYING
CAUSE LAST

4410
CAUSE OF DEATH

I certify that this is a true and correct reproduction or abstract of an official record filed with the IDAHO COOPERATIVE CENTER FOR HEALTH STATISTICS.

MAR 0 1 1994

DATE ISSUED:

Return: Bend Office Co.
P.O. BOX 4325, Sunriver, OR

JANE S. SMITH
State Registrar

97707

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 9th day
of March A.D., 19 94 at 2:09 o'clock P M., and duly recorded in Vol. M94
of Deeds on Page 7342

FEE \$10.00

Evelyn Biehn County Clerk
By Douglas Mendenhall