PAGE 2 OF 4 2.7555 EARNINGTON. ROAD and a country of the broad area in grant and the incaparation of the incaparation of the second and the control of the second and the control of the second and th 27.555 REARNINGTON, ROAD PRINT OF BUY DOLL OF THE PROPERTY OF THE RESIDENCE OF DISCUSSION CONTINUES IN THE PROPERTY OF THE PRO THIS DEED OF TRUST ("Security Instrument") Is made on the first ary \$1994. The grantor is KEVIN J. VOLU and RENEF A. VOLU ASSISTEMANTS BY ENTIRETY

WE WIN J. WOLL and RENEF A. VOLU ASSISTEMANTS BY ENTIRETY

WE WIN J. WOLL AND RENEF A. VOLU ASSISTEMANT STREET ASSISTEMANT OF THE PROPERTY The trustee is MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY ("Trustee").

The beneficiary is SOURCE ONE MORTGAGE SERVICES CORPORATION

The beneficiary is SOURCE ONE MORTGAGE SERVICES CORPORATION

And whose address is which is organized and existing under the laws of which is organized and existing under the laws of Clender"). Borrower owes Lender the principal sum of Fifty Four Thousand Five Hundred ("Lender"). Borrower owes Lender the principal sum of Fifty Four Thousand Five Hundred ("Lender"). Borrower owes Lender the principal sum of Fifty Four Thousand Five Hundred ("Lender"). This debt is evidenced by Borrower's note dated the same date as this Dollars (U.S. \$ 54.512.00)

Ollars (U.S. \$ 54.512.00)

This debt is evidenced by Borrower's note dated the same date as this payable on March 1, 2009 This Security instruments with the full debt, if not pald earlier, due and security instrument secures to Lender: (a) the repayment of the debt payable on March 1, 2009 This Security instrument secures to Lender: (a) the repayment of all other sums, evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, evidenced by the Note, evidenced under Paragraph 6 to protect the security of this Security Instrument; and (c) the performance of with interest, advanced under Paragraph 6 to protect the security of this Security Instrument; and the Note. For this purpose, Borrower Borrower's covenants and conveys to Trustee, in trust, with power of sale, the following described property located in

porrower's covenants and agreements under this security instrument and the ivote. For this purpose, borrower interocably grants and conveys to Trustee, in trust, with power of sale, the following described properly located in interocably grants and conveys to Trustee, in trust, with power of sale, the following described properly located in County, Oregon:

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LET TO A A department observable above to the conduction of the management of the conduction of the condu HOW HE DELIGHT FOR THE RESIDENCE OF THE PROPERTY OF THE PROPER withs event or loss. Botto ver siteli give Lender immediate notice by mais, Lander may make proof of less if not

now it is a state of the restance managed to come are more a encluder and managed on view product, whence now it is a transference or prosperity erected, or, this any hazards, casualties, and continguates, jeel compiler for which bender required in state or this assurance shall be maintained in the amounts and are the product in a context in

4. Fire, Flood and Other Hazard Insurance. Borrows: shell Insura all Improvenishes of the Proposty, Wighled (15)时 时,to ancervance of the principal of the Mote. [[15]] to late cit riges due reder the Mote.

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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 appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or appurtenances, rents, rights, and stock and all easements, rights, and stock and all fixtures now or appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all easements, rights, rents, ren

BORROWER COVENANTS that Borrower is lawfully selzed 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

hayar cars for such a total of the payments held by Lender for Renik (a), (b) and (c), logistic truth the labragment of a payment for such that he can be a payment for such and the labragment of the end of the such and the end of the cars when due, and it payments on the More are covered. Hen a caused that the end of the cars when due, and it payments on the More are covered. Hen a caused that the cars when due, and it payments on the More are covered. Hen a cars of the cars of the

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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

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) hefers they become delinquent.

month before an item would become delinquent. Lender snall note the amounts collected in that to pay heart (a) 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 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 estimated payments to subsequent payments by Borrower, at the option of Borrower shall pay to Lender any 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

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 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 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-twelfith 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

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. Derrower shall also 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 the start appearance of and in a form appearance.

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 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;

5. Occupancy, Preservation, Maintenance and Protection of the Property as Borrower's principal residence within sixty days.

Easeholds. Borrower shall occupe, 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 within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's control. Borrower undue hardship for Borrower, or unless estenuating 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 shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or shall notify Lenders of the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action inspect the Property is the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action inspect the Property was a principal residence of the loan of the property of the Property. Borrower shall also be in default if Borrower, during the top rotect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the top note that the property of the Property as a principal residence. If this Security Instrument is representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument, leasehold, Borrower shall comply with the provisions of the lease. If Borrower activities the title shall comply with the provisions of the lease. If Borrower shall pay all governmental leasehold and fee title shall comply which is owed the payment. If fallure to pay would adversely affect Lender's indeed in the property of the property and property in the property of the pro

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 900 DAYS from the date hereof, sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 900 DAYS from the date hereof, declining to insure this Security Instrument and the note secured by this Day of the Secretary dated subsequent to 900 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 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.

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 and 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

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. 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'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. 2/91 TOUR NO. I Fee -

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 boy(ss]] [100] [101] [102] [101] [102] [103] [10	i Lik
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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.	41 ·
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On this 9 TH day of FEBRUARY. 1994, personally appeared the above named KEVIN U. VOLL and RENEE A. VOLL, AS TENANTS BY ENTIRETY	
and acknowledged the foregoing instrument to be the first and deed, and so the second of the second	. vi.
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The undersigned is the holder of the note or notes secured by this Deed of Trust. Said note or notes, together wit all other indebtedness secured by this Deed of Trust, have been paid in full. You are hereby directed to cancel said or notes and this Deed of Trust, which are delivered hereby, and to reconvey, without warranty, all the estate now he by you under this Deed of Trust to the person or persons legally entitled thereto.	note

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County Clerk

in Vol. \_\_M94

Evelyn Biehn

By

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at 2:08

County of Klamath

Filed for record at request of:

Mountain Title co

9th day of .

## STATE OF IDAHO IDAHO DEPARTMENT OF HEALTH AND WELFARE COOPERATIVE CENTER FOR HEALTH STATISTICS

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