

99768
MORTGAGE

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THIS INDENTURE WITNESSETH: That

of the County of Klamath, State of Oregon, hereinafter called "Mortgagor(s)", for and in consideration of the sum of Three Thousand Four Hundred and Ninety Three and 00/100 Dollars (\$3,493.00), hereinafter called "said sum", the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto Cascade Building & Supply Co. Inc. of the County of Lane

State of Oregon, hereinafter called "Mortgagee", the following described premises situated in Klamath County, State of Oregon, to-wit:

Lot 19
Block 7
Lakeside Addition

Together with the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining. To have and to hold the same with the appurtenances, unto the said Mortgagee, his or its (as the case may be) heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the said sum in accordance with the terms of a certain Retail Installment Contract with Note executed by the above-named Mortgagor(s), said Retail Installment Contract with Note being of even date herewith, in the principal amount of the said sum and payable in monthly installments of \$ 44.79 per month, the first such installment being due on the 28th day of

January, 1966.

Now, if the sum of money due upon said instrument shall be paid according to the agreement therein expressed, this conveyance shall be void; but in case default shall be made in payment of said sum or any part thereof as above provided, then the said Mortgagee and his or its (as the case may be) legal representatives, or assigns may foreclose this Mortgage and sell the premises above described with all and every of the appurtenances or any part thereof, in the manner prescribed by law, and out of the money arising from such sale, retain the amount due on said Retail Installment Contract with Note and attorney's fees as provided in said Retail Installment Contract with Note together with the costs and charges of making such sale and the surplus, if there be any, pay over to the said Mortgagor(s), his, their or its (as the case may be) heirs or assigns.

And the Mortgagor(s) promise to keep said described premises insured against loss or damage in an amount equal to the face amount hereof, plus the face amount of any other mortgage, deed of trust, or other lien on this property and agree to have a standard loss payable clause inserted in said insurance for the benefit of said Mortgagee or his assigns and make sufficient proof thereof on the request of the Mortgagee or his assigns.

Witness my (our) hand(s) and seal(s) this 8th day of August, 1965.

Danl D. Hartwick
Witness

X Clara E. Ballantyne (SEAL)

(SEAL)

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF OREGON }
COUNTY OF Klamath }

On this 8th day of August, 1965, before me personally appeared Danl D. Hartwick (subscribing witness)

personally known to me to be the same person whose name is subscribed to the foregoing instrument as a witness thereto, who being by me duly sworn, deposed

and said that he resides in Lane County, State of Oregon; that he was present and saw Clara E. Ballantyne (mortgagors)

personally known to him to be the signers of the foregoing instrument as parties thereto, sign and deliver same, and

heard them acknowledge that they executed the same, and that he, the deponent, thereupon signed his name as a subscribing witness thereto at the request of

said Clara E. Ballantyne (mortgagors)

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My Commission Expires May 24 1968

[Signature]
Notary Public for Oregon

(Official Seal)

ASSIGNMENT OF REAL ESTATE MORTGAGE 1025

KNOW ALL MEN BY THESE PRESENTS that *Cascade Building & Supply Co Inc* for value received does hereby grant, bargain, sell, assign, transfer and set over to *Reynolds Aluminum Credit Corporation* all their right, title and interest in and to that certain mortgage appearing on the reverse hereof; together with the Retail Installment Contract With Note thereby secured and the money due and to become due thereon with interest.

IN WITNESS WHEREOF I have hereunto set my hand this *8th* day of *August*, 19*65*.
Cascade Building & Supply Co Inc.
 By *Donald D. Hartwick* title *President*

(Corporate Acknowledgment)

STATE OF OREGON } ss:
 COUNTY OF *Lane*

On this *8th* day of *August*, 19*65*, before me, the undersigned, a notary public in and for the State of Oregon duly commissioned and sworn, personally appeared *Donald D. Hartwick* to me known to be the *President* of *Cascade Building & Supply Co Inc.* the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that (they were) (he was) authorized to execute the said instrument and the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year first above written.

SEAL

M. C. Figner
 Notary Public in and for the State of Oregon.

residing at *3441 E. 6th St. Medford, Or.*

(Individual or Partnership Acknowledgment)

STATE OF OREGON } ss:
 COUNTY OF *Lane*

On this day personally appeared before me *Donald D. Hartwick* to me known to be the individual(s) described in and who executed the foregoing instrument, and acknowledged to me that (he) (they) signed the same as (his) (their) free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal this *8th* day of *August*, 19*65*.

SEAL

M. C. Figner
 Notary Public in and for the State of Oregon.

residing at *3441 E. 6th St. Medford, Or.*

STATE OF OREGON, } ss
 County of Klamath

Filed for record at request of:
Reynolds Aluminum Credit Corp.

on this *18* day of *August*, A.D. 19 *65*
 at *3:45* o'clock *P.* M. and duly

Recorded in Vol. *17-65* of Mortgages
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DOROTHY ROGERS, County Clerk

Fee *\$3.00*

By *Jane Kinner* Deputy

When recorded mail to:

REYNOLDS ALUMINUM CREDIT CORPORATION
1001 1st Street, Medford, Or.

Space below for recorder's use only