

THIS INDENTURE WITNESSETH: That Dave Myral Alexander and Shirley P. Alexander, husband and wife of the County of Klamath, State of Oregon, for and in consideration of the sum of One Thousand, Four Hundred Sixteen & 36/100 Dollars (\$1,416.36), to in hand paid, the receipt whereof is hereby acknowledged, ha granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto Sidney F. Tucker and Melba R. Tucker, husband and wife of the County of Klamath, State of Oregon, the following described premises situated in Klamath County, State of Oregon, to-wit:

Lot 529, Block 127, Mills Addition to the City of Klamath Falls, Oregon

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 Sidney F. Tucker and Melba R. Tucker, husband and wife, their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of One Thousand, Four Hundred Sixteen and 36/100ths Dollars (\$1,416.36) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$1,416.36 Klamath Falls, Oregon, September 1, 1966  
Each of the undersigned promises to pay, to the order of Sidney F. Tucker and Melba R. Tucker, at Klamath Falls, Oregon, One Thousand, Four Hundred Sixteen and 36/100ths DOLLARS, with interest thereon at the rate of 6 percent per annum, from Sept. 1, 1967 until paid, payable in monthly installments of not less than \$30.00 in any one payment; interest shall be paid monthly and the minimum payments above required; the first payment to be made on the 1st day of October, 1967, and a like payment on the 1st day of each month thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not so paid, the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of any attorney for collection, each of the undersigned promises and agrees to pay the reasonable collection costs of the holder hereof; and if suit or action is filed hereon, also promises to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

Due \_\_\_\_\_, 19\_\_\_\_

At \_\_\_\_\_

\* Strike words not applicable. No.

No.

20 S/ DAVE MYRAL ALEXANDER

S/ SHIRLEY P. ALEXANDER



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 the principal or interest or any part thereof as above provided, then the said Sidney F. Tucker and Melba R. Tucker, husband and wife and their legal representatives, or assigns may foreclose the 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 said principal, interest and attorney's fees as provided in said note, together with the costs and charges of making such sale and the surplus, if there be any, pay over to the said Sidney F. Tucker, and Melba R. Tucker, their heirs or assigns.

Witness Our hand S. and seal S. this 26 day of September, 1966

DONE IN THE PRESENCE OF

x Dave Myral Alexander (SEAL)  
Shirley F. Alexander (SEAL)

# MORTGAGE

(FORM No. 7)

STEVENS-NEES LAW PUB. CO., PORTLAND, ORE.

TO

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 27th day of September, 1966, at 2:54 o'clock P. M., and recorded in book M-66 on page 9577 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Dorothy Rogers

County Clerk—Recorder.

By Dorothy Rogers

\$3.00 pd.

AFTER RECORDING RETURN TO

Tucker Real Estate

City

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 26 day of September, 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Dave Myral Alexander and Shirley F. Alexander, husband and wife,

known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

21 William H. Lanthier

Notary Public for Oregon.

My Commission expires July 26, 1970