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M. 1110 9997

THIS MORTGAGE, Made this 13<sup>th</sup> day of October, 1966,  
 by Ray E. Christensen and Vera Mae Christensen husband & wife, Mortgagee<sup>s</sup>  
 to Ralph J. Burnham and Bernice C. Burnham husband & wife, Mortgagee<sup>s</sup>  
 WITNESSETH, That said mortgagee<sup>s</sup>, in consideration of Seven thousand five hundred  
& no/100 Dollars, to them paid by said mortgagee<sup>s</sup>, do<sup>es</sup> hereby  
 grant, bargain, sell and convey unto said mortgagee<sup>s</sup>, their heirs, executors, administrators and  
 assigns that certain real property situated in Klamath County, State of Oregon, bounded  
 and described as follows, to-wit:

Lot 21 of BURNSDALE, according to the official plat  
 thereof on file in the office of the County Clerk of Klamath  
 County, Oregon.

Note: This mortgage is given as security and a promise to pay from the pro-  
 ceeds of the sale of the above described premises Seventy five hundred and  
 no/100 dollars (\$7500.00) on the contract between Ralph J. Burnham & Bernice  
 C. Burnham husband and wife and Ray E. Christensen & Vera Mae Christensen  
 husband and wife for the purchase of property in Multnomah County, State of  
 Oregon known as Rt. 1 Box 6A Corbett, Oregon.  
 together with the tenements, hereditaments, and appurtenances thereunto belonging or appertaining.

To Have and to Hold the said premises with the appurtenances unto the said mortgagee<sup>s</sup>, their  
 heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of a promissory note of which the following  
 is substantial copy, to-wit:

\$7500.00 ed property, 1966,  
 Upon sale of above described ed property for value received, I/we jointly and severally  
 promise to pay to the order of Ralph J. Burnham & Bernice C. Burnham husband &  
wife at First State Bank of Oregon Gresham Branch  
Seven thousand five hundred & no/100 DOLLARS,  
 in lawful money of the United States of America, with interest thereon in like lawful money at the rate of  
none per cent. per annum from until paid Interest to be paid  
and if not so paid, the whole sum of both principal and interest to become imme-  
diately due and collectible, at the option of the holder of this note. And in case suit or action is instituted to  
collect this note, or any portion thereof, I/we jointly and severally  
promise and agree to pay, in addition to the costs and disbursements provided by statute, such additional sum,  
in like lawful money, as the Court may adjudge reasonable, for Attorney's fees to be allowed in said suit or  
action.

No.

Now, if the sums of money due upon said instrument shall be paid according to agreement therein  
 expressed, this conveyance shall be void, but in case default shall be made in payment of the principal or in-  
 terest, as above provided, then the said Ralph J. Burnham Bernice C. Burnham  
and their legal representatives may sell the premises above described, with all and every of the ap-  
 purtenances, or any part thereof, in the manner prescribed by law, and out of the money arising from such  
 sale retain the said principal and interest together with the costs and charges of making such sale, and a  
 reasonable sum as Attorney's fees, and the overplus, if any there be, pay over to the said Ray E.  
Christensen and Vera Mae Christensen their  
heirs, or assigns; and the said parties of the first part, for their heirs, executors and administrators,  
do<sup>es</sup> covenant, that they are lawfully seized in fee simple of said premises; that said premises  
 are free from all encumbrances except building use restrictions and easements of  
 record

and do agree to pay the said parties of the second  
 part their heirs, executors, administrators or assigns the said sum of money as above mentioned.

WITNESS OUR hands and seals this 13<sup>th</sup> day of OCTOBER, 1966.

Executed in the presence of

20

Ray E. Christensen (SEAL)  
Vera Mae Christensen (SEAL)

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 13th day of October, 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Ray E. Christensen and Vera Mae Christensen, husband and wife,

who are known

to me to be the identical individual s 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 official seal the day and year last above written.

Notary Public for Oregon.

My Commission expires April 1, 1969

# MORTGAGE

(FORM No. 6)

Ray E. Christensen et ux.

Klamath Falls, Oregon

to

Ralph J. Burnham et ux

Corbett, Oregon

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instrument was received for record on the 13 day of October 1966, at 3:55 o'clock P. M., and recorded in book M-66 on page 9997 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Dorothy Rogers

County Clerk—Recorder.

By

Deputy.

STEVENESS LAW PUB. CO., PORTLAND

Country Realty Co.

Rt. 1 box 379

Troutdale, Oregon

97060

Fee \$3.00