

THIS INDENTURE WITNESSETH: That George L. Crowe and Jane E. Crowe, husband and wife of the County of Klamath, State of Oregon, for and in consideration of the sum of One thousand Four hundred Fifty one & 84/100 Dollars (\$1,451.84), to us in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto Stanley A. Harnsberger & Carol A. Harnsberger, husband & wife of the County of Klamath, State of Oregon, the following described premises situated in Klamath County, State of Oregon, to-wit:

Tract 50, LESS the Westerly 100 feet, of YALTA GARDENS, Klamath County, Oregon

SUBJECT TO:

A certain trust deed, including the terms and provision thereof, dated May 21, 1963, recorded May 24, 1963, in Volume 217 at page 361, given to secure the payment of \$12,000.00, with interest thereon and such future advances as may be provided therein, executed by STANLEY A. HARNSEBERGER and CAROL A. HARNSEBERGER, husband and wife, to William Ganong, trustee for the beneficiary, First Federal Savings and Loan Association of Klamath Falls, a Federal corporation, which the grantees herein assume and agree to pay.

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 Stanley A. Harnsberger & Carol A. Harnsberger, husband & 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 Fifty One & 84/100ths Dollars (\$1,451.84) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

See note attached hereto and made a part hereof.

11693

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 Stanley A. Harnsberger and Carol A. Harnsberger, 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 Stanley A. Harnsberger and Carol A. Harnsberger, husband and wife, their heirs or assigns.

Witness our hand S. and seal S. this 31 day of October, 1966.

DONE IN THE PRESENCE OF

Geo. L. Crowe (SEAL)
Jane E. Crowe (SEAL)

MORTGAGE
(FORM No. 7)

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

TO

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the 31 day of October, 1966, at o'clock M., and recorded in book Record of Mortgages of said County.

Witness my hand and seal of County affixed.

County Clerk—Recorder.
Deputy.

AFTER RECORDING RETURN TO

Jucker Real Estate
2240 S. 6th Street
Klamath Falls
Oregon

STATE OF OREGON,
County of Klamath ss.

BE IT REMEMBERED, That on this 31 day of October, 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named George L. Crowe & Jane E. Crowe, husband and wife 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 affixed my official seal the day and year last above written.

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Sidney T. Tucker
Notary Public for Oregon.
My Commission expires April 9, 1969

\$1,451.84

Klamath Falls, Oregon, October 31, 1966

Each of the undersigned promises to pay to the order of STANLEY A. HARNBERGER and CAROL A. HARNBERGER at Klamath Falls, Oregon, ONE THOUSAND FOUR HUNDRED FIFTY ONE & 84/100ths DOLLARS with interest thereon at the rate of 6 percent per annum from November 1, 1966, until paid, payable in monthly installments of not less than \$30.00 in any one payment, for 12 monthly payments, starting December 5, 1966, interest shall be paid monthly, and is included in the minimum payments, and after the 12 payments, payable in monthly installments of not less than \$54.00 in any one payment, including interest, beginning December 5, 1967, and a like payment on the 5th day of each and every 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) holders' 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 holders' reasonable attorney's fees in the appellate court. 11694

s/ George L. Crowe

s/ Jane E. Crowe

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Oregon Title Ins Co
this 10th day of November 1966 at 3:21 o'clock P.M., and
duly recorded in Vol. 1166, of Mortgages on Page 11692
BOROMIZ ROGERS, County Clerk
4450 pd. By Toloni-Lavis