

66-1445

12614

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THIS INDENTURE WITNESSETH: That David H. Petersen

of the County of Klamath, State of Oregon, for and in consideration of the sum of One Thousand Three Hundred Twenty & 67/100 Dollars (\$1,320.67), to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do ^{es} grant, bargain, sell and convey unto Hubert Glen DeShazo & Ellen N. DeShazo, husband and wife, of the County of Klamath, State of Oregon, the following described premises situated in Klamath County, State of Oregon, to-wit:

Lots 11, 12, and 13, in Block 43, HILLSIDE ADDITION to the City of Klamath Falls, In Klamath County, Oregon,

SUBJECT TO:

A certain Mortgage, including the terms and provisions thereof, dated December 22, 1964, recorded January 4, 1965, in Mortgage Volume 228 at page 121, given to secure the payment of \$7,500.00 with interest thereon and such future advances as may be provided therein, executed by Hubert Glen DeShazo and Ellen N. DeShazo, husband and wife, to Equitable Savings and Loan Association, an Oregon corporation, which the grantee herein expressly assumes and agrees 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 Hubert Glen DeShazo & Ellen N. DeShazo, 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 Three Hundred and Twenty and 67/100ths Dollars (\$1,320.67) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 1,320.67 Klamath Falls, Oregon, November 3, 1966.
Each of the undersigned promises to pay to the order of Hubert Glen DeShazo and Ellen N. DeShazo, husband and wife at Grants Pass, Oregon
One Thousand Three Hundred Twenty and 67/100ths DOLLARS,
with interest thereon at the rate of 6 percent per annum from Nov. 3, 1966 until paid, payable in one lump installment of not less than \$1,320.67. ~~XXXXXXXXXXXX~~ interest shall be paid in ~~XXXXXXXXXXXX~~ and ~~XXXXXXXXXXXX~~ the minimum payments above required; the ~~first~~ payment to be made on the 3rd day of November, 1968, ~~and all payments thereafter on the 3rd day of each year thereafter until the principal and interest have been paid in full; if any said installment is not 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 an attorney for collection, each of the undersigned promises and agrees to pay holder's reasonable collection costs, including reasonable attorney's fees, even though no suit or action is filed hereon; however, if such suit or action is filed, the amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.~~
Due Nov. 3, 1968 At ~~XXXXXXXXXXXX~~ s/ David H. Petersen

* Strike words not applicable.

No.

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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 Hubert Glen DeShazo and Ellen N. DeShazo, 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 Hubert Glen DeShazo and Ellen N. DeShazo, husband and wife, and their heirs or assigns.

Witness my hand and seal this 16th day of December, 1966

DONE IN THE PRESENCE OF

David H. Petersen (SEAL)
(SEAL)

MORTGAGE
(FORM No. 7)

STEVENS-HEES LAW FIRM, CO., PORTLAND, ORE.

TO

STATE OF OREGON, ss.
County of Klamath

I certify that the within instrument was received for record on the 22 day of December, 1966, at 1:18 o'clock P. M., and recorded in book M-66 on page 12614. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Dorothy Rogers
County Clerk-Recorder.
By Lucy J. Rogers Deputy.
FEE 3.00
AFTER RECORDING RETURN TO
H. G. DeShazo
250 N. E. Savage
Grants Pass, Oregon

STATE OF OREGON, ss.
County of Klamath

BE IT REMEMBERED, That on this 16th day of December, 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named David H. Petersen, a single man

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he 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.

William F. Brand
Notary Public for Oregon.
My Commission expires 7-11-67