THIS MORTGAGE, Made this 6th day of January LLOYD NICHOLSON, and DOROTHY NICHOLSON, husband and wife, .... Mortgagor, CONSTANCE N. DIXON Mort
WITNESSETH, That said mortgagor, in consideration of ONE HUNDRED TEN THOUSAND and
NO/100-----Dollars, to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit: The ELELE of Section 24, Township 33 South, Range 6 East, Willamette Meridian. ALSO Lots 1, 2, 3, 4 and the ElW of Section 19, Township 33 South, Range 74 East, Willamette Meridian. 품 δ. 3 ನ 孟 Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage. TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators and assigns forever. This mortgage is intended to secure the payment of one promissory note of which the following is a substantial copy: There shall be no prepayment prior to January 15, 1975; thereafter may be prepaid without penalty. , 19.70.... s 11.0,000.00 January 6 Klamath Falls, Oregon at Klamath Falls. Oregon. ONE HUNDRED TEN THOUSAND and NO/100----with interest thereon at the rate of Seven percent per annum from January 15, 1970 until paid, payable annual installments of not less than \$ 7,000.00 in any one payment; interest shall be paid annually and \* in addition to the minimum payments above required; the first payment to be made

\*\*is-included in:

15th day of January , 19.71 , and a like payment on the 15th day of every January 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 the promises to pay (1) holder's responsible attorney's located by the trial court and (2) if the promises to pay (1) holder's responsible attorney's located by the trial court and (2) if the promises to pay (1) holder's responsible attorney's located by the trial court and (2) if the promises to pay (1) holder's responsible attorney's located by the trial court and (2) if the promises to pay (1) holder's responsible attorney's located by the trial court and (2) if the promises to pay (1) holder's responsible attorney's located by the first by the promises to pay (1) holder's responsible attorney's located by the first by the promises to pay (1) holder's responsible attorney's located by the promises to pay (1) holder's responsible attorney's located by the promises to pay (1) holder's responsible attorney's located by the promises to pay (1) holder's responsible attorney's located by the promises to pay (1) holder's responsible attorney's located by the promises to pay (1) holder's responsible attorney's located by the promise to pay (1) holder's responsible attorney's located by the promise to pay (1) holder's responsible attorney's located by the promise to pay (1) holder's responsible attorney's located by the pay (1) holder's pay (1) ho every January 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. Lloyd Nicholson ..., 19..... Due... At.... \* Strike words not applicable. No.FORM No. 217-INSTALLMENT NOTE (Oregon UCC). SC And said mortgagor covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully seized in fee simple of said premises and has a valid, unencumbered title thereto. and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest, according to the terms thereof; that while any part of said note remains unpaid he will pay all taxes, assessments and other charges of every nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and paynature which may be levied or assessed against said property, or this mortgage or the note above described, when due and paynature which may be levied or assessed against said property, or this mortgage or the note against loss or damage by the and such other now on or which hereafter may be erected on the said premises continuously insured against loss or damage by tire and such other now on or which hereafter may be erected on the said premises continuously insured against loss or damage by the and such other hazards as the mortgage, in a company or companies acceptable to the mortgage, with loss payable lirst to the mortgage and then to the mortgage, in a company or companies acceptable to the mortgage, with loss payable lirst to the mortgage and then to the mortgager as their respective interests may appear; all policies of insurance shall be delivered to the mortgage as soon as insured. Now if the mortgager shall fail for any reason to procure any such insurance and to deliver said policies gages as soon as insured. Now if the mortgager shall fail for any reason to procure any such insurance and to deliver said policies for the mortgage at least filteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, to the mortgages may procure the same at mortgager's expense; that he will keep the buildings and improvements on said premises the mortgages may procure the same at mortgager's expense; that he will keep the buildings and improvements on said premises the mortgages may procure the same at mortgager's expense; that he will keep the buildings and improvements on said premises the mort

STATE OF OREGON, COUNTY OF

JAN S

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:

(a)\* primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below),

(b) for an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

(b) for an organization or (even it mortgagor is a natural person) are for business or commercial purposes.

Now, therefore, it said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance content of the conten

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above

\*IMPORTANT NOTICE: Delate, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, the martgagee MUST comply with the Truth-in-Lending Act and Regulation Z by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use S-N Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use S-N Form No. 1306, or equivalent.

ന	ss. instru- on the P.M., on rigages	d seal of Title.  Mathematical Company. Inc. one.
MORTGAGE  GORM No. 196A)	TATE OF OREGON,  I certify that the within instruent was received for record on the 29th day of January  29th, at 3:42 o'clock. P. M., o'Clock. P. M., and recorded in book M-70 on deep 241.	Witness my hand and seal of Sounty affixed.  WM D. MILNE  COUNTY CLEEK  Title.  WM D. MILNE  COUNTY CLEEK  Title.  WHEE \$\$3.00  Deputy.  STUTING NO. DEPUTY.
G. C.	ATE OF OREGON,  County of Klamath.  I certify that the wint was received for recognity of Januar.  70, at 3:42	hand hand
PORM No.	TATE OF OREGON,  County of Klama.  I certify that the near was received for 29th day of Jamu. 9.70, at 3:42.  age 741 Record	Witness my h County affixed.  WM D. MILNE  COUNTY CLERK  COUNTY CLERK  COUNTY CLERK  FEE \$3 00  FEEE \$3 00  FEEE \$4 00  FEEE \$
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	Heat individual C	described in and	who executed the wil	thin instrument and
acknowledged to me that	the y executed IN TESTIM	Hony WHEREO  my official	F, I have hereunto set i seal the day and year I	my hand and affixed ast above written.
China Appoint		TALEST CHEEN	IT T JJT)  Sign Notary Public for O  Sign expires 5	regon.
W. W.		3805	AND DESIGNATION OF THE PARTY OF	987

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