

39685

HOME REMODELING LOAN

INSTALMENT NOTE & MORTGAGE

VOL. 70 PAGE 2349

First Federal Savings & Loan Association

Klamath Falls, Oregon

Loan No.

For value received, the undersigned promise to pay to the order of First Federal Savings & Loan Association of Klamath Falls, Klamath Falls, Oregon the amount stipulated herein as TIME BALANCE in equal monthly instalments shown herein as MONTHLY PAYMENT beginning on the date set forth herein as FIRST PAYMENT DUE and on the same day of each month thereafter, together with interest from maturity at 6 percent per annum. Should any instalment due hereunder become more than fifteen days past due, the undersigned shall pay to the holder thereof a late charge of five cents for each one dollar of such past due instalment. Should any instalment due hereunder become more than fifteen days past due, the holder hereof may declare any balance then owing due and payable. If suit or action be brought on this note, the undersigned agree to pay such costs and attorney's fees as the trial court may adjudge reasonable, and on appeal, if any, similar fees in the appellate court to be fixed by that court, and

Cash Sale Price \$
 Down Payment \$
 Principal Balance \$ 4,800.00
 Service Charge \$ 1,679.51
 Time Balance \$ 6,479.51
 Number of Payments 84
 Monthly Payments \$ 77.14
 First Payment Due August 15, X, 19 69

to secure the payment of this note, the undersigned hereby mortgage to the First Federal Savings & Loan Association of Klamath Falls, Klamath Falls, Oregon, the real property situated at:

2727 Darrow Street,
 Street

Klamath Falls,
 City

Klamath County,
 County

Oregon
 State

and more specifically described as: Lot 6 Block 2, Mills Gardens

Provided, that if undersigned shall pay the time balance hereinabove, time being of the essence, then this mortgage shall be void, otherwise it shall remain in full force and effect. Upon default in any payment as set forth in the note above, the mortgage may be foreclosed and the undersigned shall pay all costs, expenses and attorney's fees as the court may adjudge reasonable. The undersigned mortgagors hereby waive and release said property from any claim of homestead exemption which they may have.

I HAVE RECEIVED A COPY OF THIS DOCUMENT

Benny R. Starr
 BUYER (Mortgagor-Obligor)

State of Oregon } ss. Date 5-23-70
 County of Klamath }

Personally appeared the above named Benny R. Starr and Nola Jo Starr, husband and wife

and acknow-

ledged the foregoing instrument to be their

act and deed. Before me:

James D. Bouchie
 Notary Public for Oregon

My Commission Expires: 10-25-70

I HAVE RECEIVED A COPY OF THIS DOCUMENT

Nola Jo Starr
 BUYER (Mortgagor-Obligor)

STATE OF OREGON } ss.
 County of KLAMATH }

I certify that the within instrument was received for record on the 26th day of MARCH 1970 at 8:56 o'clock AM., and recorded in book M 70 on page 2349 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE
 County Clerk-Recorder

By Hazel Drazil Deputy
 FEE \$1.50

MAR 26 8 56 AM 1970