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FORM No. 7—MORTGAGE—Short Form

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THIS INDENTURE WITNESSETH: That Hilton R. Thomas, a single man

of the County of Klamath State of Oregon, for and in consideration of the sum of Six Thousand and no/100 Dollars (\$ 6000.00), to him in hand paid, the receipt whereof is hereby acknowledged, he has granted, bargained, sold and conveyed, and by these presents do grant bargain, sell and convey unto M.A. Carter and Jacqueline F. Carter, husband and wife

of Oregon, the following described premises situated in Klamath County, State of Oregon, to-wit:

Lot One Block Twelve Third Addition to Moyina.

The consideration for this mortgage is a release of Lot 1 Block 9 Third Addition to Moyina, which said Lot 1 Block 9 Third addition was the partial subject matter of a previous mortgage between said parties. This new mortgage is given in lieu of cash.

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 M.A. Carter and Jacqueline F. Carter, husband and wife.

their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Six Thousand and no/100 Dollars (\$ 6000.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 6000.00
Ninety (90) days
Klamath Falls, Oregon May 17, 19 71
severally promise to pay to the order of M.A. Carter and Jacqueline F. Carter, husband and wife
Six Thousand and no/100 at Klamath Falls, Oregon
10 % per annum from date until paid; interest to be paid at maturity
with interest thereon at the rate of 10 % per annum from date until paid; interest to be paid at maturity
and if not so paid, all principal and interest, at the option of the holder of this note, to become immediately due and collectible. Any part hereof may be paid at any time. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; if a suit or an 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.
17 Hilton R. Thomas.
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FORM No. 216—PROMISSORY NOTE.

SN STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

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.

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 M.A. Carter and Jacqueline F. Carter, 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 Hilton R. Thomas

his heirs or assigns.

Witness my hand this 17th day of May, 1971

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, the mortgagee 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.

Hilton R. Thomas

MORTGAGE

(FORM No. 7)
 STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

TO

STATE OF OREGON,
 County of Klamath ss.

I certify that the within instrument was received for record on the 18th day of May, 1971, at 4:20 o'clock P. M., and recorded in book M 71 on page 4492. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title

By Alice C. Frey, Deputy

Fee \$3.00

First Federal

540 Main

Klamath Falls, Oregon

97601

STATE OF OREGON,
 County of Klamath ss.

BE IT REMEMBERED, That on this 17th day of May, 1971, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Hilton R. Thomas 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.

3/ Willard Matthews
 Notary Public for Oregon.
 My Commission expires Feb 23, 1974