

8/2/71 4:15 P.M

50948

FORM No. 7—MORTGAGE—Short Form

SN

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THIS INDENTURE WITNESSETH: That JAMES E. MORGAN and SARA MORGAN, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of One Thousand Three Hundred Dollars (\$1,300.00), to them 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 DALTON D. JOHNSON and DOROTHY M. JOHNSON, 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 17 and 18 of NEW DEAL TRACTS, Klamath County, Oregon.

SUBJECT TO: Contracts, liens, assessments, rules, regulations, easements and laws for irrigation, drainage and sewage; reservations, restrictions, easements and rights of way of record, and those apparent on the land; 1971-72 real property taxes and all future real property taxes and assessments.

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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 DALTON D. JOHNSON and DOROTHY M. JOHNSON, husband and wife,

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of One Thousand Three Hundred and No/100 Dollars (\$1,300.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 1,300.00 Klamath Falls, Oregon July 19 71

I (or if more than one maker) we, jointly and severally, promise to pay to the order of DALTON D. JOHNSON and DOROTHY M. JOHNSON, husband and wife, or the survivor, at First Federal Savings & Loan Association, Klamath Falls, Oregon

One Thousand Three Hundred and No/100 DOLLARS, with interest thereon at the rate of 7 3/4 percent per annum from August 1, 1971 until paid, payable in monthly installments of not less than \$50.00 in any one payment; interest shall be paid monthly and

is included in the minimum payments above required; the first payment to be made on the 1st day of September 19 71, and a like payment on the 1st day of each month thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not so paid, all 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, 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; however, 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.

* Strike words not applicable.

48 /s/ James E. Morgan

/s/ Sara Morgan

After rec

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

(a)* primarily for mortgage's personal, family, household or agricultural purposes (see Important Notice below),
(b) / for the purchase of real estate or for the improvement thereof or for the acquisition of an interest in real estate or for the acquisition of an interest in personal property.

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 DALTON D. JOHNSON and DOROTHY M. JOHNSON, 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 JAMES E. MORGAN and SARA MORGAN, husband and wife, their heirs or assigns.

Witness their hands this 30th day of July, 19 71.

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

+ James E. Morgan
Sara Morgan

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

TO
STATE OF OREGON,
County of Klamath

I certify that the within instrument was received for record on the 2nd day of AUGUST, 19 71, at 4:15 o'clock P.M., and recorded in book M-71 on page 8103. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

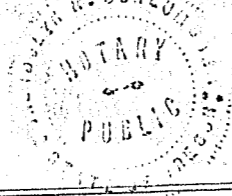
M. D. MILNE
COUNTY CLERK
Title

By J. H. [Signature] Deputy
FEE \$3.00
AFTER RECORDING RETURN TO
Eugene 47
Jan 17 1970
City

STATE OF OREGON,
County of Klamath

BE IT REMEMBERED, That on this 30th day of July, 19 71, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JAMES E. MORGAN and SARA MORGAN, 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.
H. Susendalyn R. Sallunaham
Notary Public for Oregon.
My Commission expires 7-21-73



8103-A

After rec