

OCT 18 10 58 AM 1971

KNOW ALL MEN BY THESE PRESENTS, That M.A. CARTER AND JACQUELINE F. CARTER
of the sum of NONE ~~THIRTY EIGHT HUNDRED AND NO/100~~ DOLLARS
does hereby release from the lien of a certain mortgage executed by HILTON R. THOMAS
dated 9/13/71 AND 10/6/71, 1971, in favor of M.A. CARTER AND JACQUELINE F. CARTER
and recorded in book 71, record of mortgages for the County of Klamath, State of Oregon,
on page 9004 AND 10534 AND 10535, the following described premises therein
described, viz.:

LOT 28, BLOCK 5, TRACT 1003, THIRD ADDITION TO MOYINA, ACCORDING TO THE DULY
RECORDED PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON

THERE HAS BEEN NO CONSIDERATION PAID FOR THIS RELEASE AND THERE IS NO WAIVER OF
ANY PORTION OF THE DEBT INVOLVED IN SAID MORTGAGES. THIS RELEASE IS ONLY A PARTIAL
RELEASE AND GIVEN FOR PURPOSES OF COURTESY ONLY. THIS PARTIAL RELEASE DOES NOT RELEASE
ANY OF THE OTHER PROPERTY MORTGAGED OR DESCRIBED IN THE AFOREMENTIONED MORTGAGES.

IN WITNESS WHEREOF, WE VE
15TH day of OCTOBER, 1971, hereunto set OUR hand s and seals this

M.A. Carter (SEAL)
Jacqueline F. Carter (SEAL)

(ORS 93.490)
STATE OF OREGON, County of COUNTY ss. OCTOBER 15,
Personally appeared the above named M.A. CARTER AND JACQUELINE F. CARTER, 1971

and acknowledged the foregoing instrument to be THEIR voluntary act and deed.



Before me:
Gerald W. Brown
Notary Public for Oregon
My commission expires 11-12-74

PARTIAL
RELEASE OF MORTGAGE
WITHOUT WAIVER OF DEBT

TO

AFTER RECORDING RETURN TO

No. 8809

(DON'T USE THIS
SPACE, RESERVED
FOR RECORDING
LABEL IN COUN-
TIES WHERE
USED.)

Fee \$1.50

STATE OF OREGON,
County of Klamath ss.

I certify that the within instru-
ment was received for record on the
18 day of October, 1971,
at 10:58 o'clock A.M., and recorded
in book M71, on page 10897
Record of Mortgages of said County.

Witness my hand and seal of
County affixed.

Wm. D. Milne
County Clerk—Recorder.
By Cynthia L. Milne
Deputy.

THIS MORTGAGE, Made this twelfth day of October, 1971,
by Dennis W. Lucas and Shirley A. Lucas, husband and wife

to Budget Finance Plan of Bend, Oregon, Incorporated

Mortgagor,

WITNESSETH, That said mortgagor, in consideration of five thousand dollars and
no cents (\$5,000.00) 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 Deschutes County, State of Oregon, bounded and described as follows, to-wit:

6 Ptn NW 1/4 Section twenty-seven (27), Township twenty-three (23)
South, R ten (10) EWM lying East of East right-of-way line of
Great Northern Railroad.

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 a promissory note, of which the following is a substantial copy: For value received, the undersigned borrowers jointly and severally promise to pay to the order of the lender above named at its office at the above address the amount financed as above stated, together with interest thereon at the agreed rate of 3% per month on that part of the unpaid principal balance not in excess of \$300. 13 1/4 % per month on that part of the unpaid principal in excess of \$300. but not in excess of \$1000. and 1 1/2 % per month on that part of the unpaid principal balance in excess of \$1000. but not in excess of \$5000. until paid. Said principal and interest shall be paid in accordance with the payment schedule above set out. Payments when made shall be applied first to accrued interest computed upon the unpaid balance, and the remainder to unpaid principal. Prepayment in full or in part of this note may be made at any time. Payments shall be deemed made only when received by Lender. Default in the making of any payment due hereunder or part thereof shall at the option of the holder thereof, and without notice or demand, render the then unpaid balance, together with accrued interest due hereunder, immediately due and payable. The undersigned and endorsers hereby jointly and severally waive presentment for payment, protest, notice of non-payment and protest and agree to any extension of time for payment and partial payment before or after maturity. Extension of time of payment shall not waive future strict performance. In the event suit or proceedings is instituted to collect this note or realize on the security thereof after default, the undersigned and endorsers agree that the venue may be laid in the county in which the office of Lender, the address of which is above stated is located, and agree to pay taxable costs and disbursements as provided by law. The undersigned acknowledges receipt of the statement of loan in the English language as required by O.R.S. 725.360. The undersigned each agree that the debt evidenced hereby is a community debt and may be satisfied from either our separate or community property now or hereafter existing.

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 payable and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that are or may become liens on the premises or any part thereof superior to the lien of this mortgage; that he will keep the buildings now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mortgagee and then to the mortgagor as their respective interests may appear; all policies of insurance shall be delivered to the mortgagee as soon as insured. Now if the mortgagor shall fail for any reason to procure any such insurance and to deliver said policies to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings, the mortgagee may procure the same at mortgagor's expense; that he will keep the buildings and improvements on said premises in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagee, the mortgagor shall join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satisfactory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

