

576-9

FORM No. 7—MORTGAGE—Short Form

SN

Vol. 71 Page 11143

THIS INDENTURE WITNESSETH: That CARL R. WILLIAMS and
 FRANCIS A. WILLIAMS, husband and wife,
 of the County of Klamath, State of Oregon, for and in consideration of the sum of
 Ten & no/100ths ----- Dollars (\$ 10.00), 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
 JOHN CRAIG, a single man,

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

That portion of the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 7,
 Township 38 South, Range 9 East, lying West of the County Road.

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

JOHN CRAIG,

his heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of
 Six Thousand Seven Hundred Fifty & no/100ths ----- Dollars
 (\$ 6,750.00) in accordance with the terms of that certain promissory note of which the
 following is a substantial copy:

\$ 6,750.00 Klamath Falls, Oregon October 19, 19 71
 Each of the undersigned promises to pay to the order of JOHN CRAIG -----
 at Klamath Falls, Oregon,
 Six Thousand Seven Hundred Fifty & no/100ths ----- DOLLARS,
 with interest thereon at the rate of six percent per annum from date until paid, payable
 in monthly installments of not less than \$ 65.86 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 19th day of November, 19 71, and a like payment on the 19th day of
 each month thereafter, until the whole sum, principal and interest has been paid; if any of said install-
 ments 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 under-
 signed promises and agrees to pay the reasonable collection costs of the holder hereof; and if suit or action is filed
 hereon, also promises to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any ap-
 peal 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.
 Due -----, 19 ----- /s/ CARL R. WILLIAMS
 At ----- /s/ FRANCIS WILLIAMS

* Strike words not applicable. No. -----

FORM No. 17—INSTALLMENT NOTE (Oregon U.C.C.) SC

STEVENS-NESS LAW PUB CO. PORTLAND

FORM No. 847-
SBFORM N
KA

OCT 5 12 52 PM 1971

OCT 22 4 54 PM 1971

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 the purpose of financing 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.~~

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 JOHN CRAIG

and his 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 John Craig, his heirs or assigns.

Witness our hand s this 19th day of October, 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.

Carl R. Williams
 Francis Williams

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 22nd day of October, 19 71, at 3:18 o'clock P. M., and recorded in book on page 11143 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk Title

By Cynthia K. Deputy

AFTER RECORDING RETURN TO

Fee \$3.00

John Craig
 Rt 3 Box 658
 Oth

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 19th day of October, 19 71, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Carl R. Williams and Francis A. Williams,

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.

Harriet P. Ottlund
 Notary Public for Oregon.
 My Commission expires 9-20-72

FORM No. 887-58

FORM N
 KA

OCT 5 12 52 PM 1971

OCT 22 4 04 PM 1971