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Vol. 111 Page 13582

FORM No. 7—MORTGAGE—Short Form

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THIS INDENTURE WITNESSETH: That JOHN M. CHANCE and JEAN<sup>DE</sup> CHANCE, <sup>sc</sup>  
 husband and wife, State of California, for and in consideration of the sum of  
 of the County of ALAMEDA Dollars (\$3,500.00), to them  
 Three Thousand Five Hundred & No/100ths  
 in hand paid, the receipt whereof is hereby acknowledged, ha. v.e. granted, bargained, sold and conveyed, and  
 by these presents do .e.s. grant bargain, sell and convey unto ROY HOWARD

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

Lot 5, Block 10, FIRST ADDITION TO KENO WHISPERING PINES  
 as recorded in the office of the County Clerk of Klamath  
 County, Oregon

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 ROY HOWARD

his heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of  
 Three Thousand Five Hundred and No/100ths Dollars  
 (\$3,500.00) in accordance with the terms of that certain promissory note of which the  
 following is a substantial copy:

\$ 3,500.00 Dublin, California December 21 71  
 I (or if more than one maker) we, jointly and severally, promise to pay to the order of ROY HOWARD  
 Klamath Falls, Oregon  
 Three Thousand Five Hundred and No/100ths (\$3,500.00) DOLLARS,  
 with interest thereon at the rate of 6 percent per annum from October 27, 1971 until paid, payable in  
 semi-annual installments of not less than \$ 500.00 in any one payment; interest shall be paid  
 on the 15th day of January  
 1972 and a like payment on the 15th day of June, 1972 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.  
 Payments shall be made on the 15th day of January and the 15th day of June of each year thereafter until the full bal-  
 ance and interest are paid in full.  
 /s/ JOHN M. CHANCE  
 /s/ JEAN CHANCE

FORM No. 217—INSTALLMENT NOTE.

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SN Stevens-Ness Law Publishing Co., Portland, Ore.

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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 ROY HOWARD

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 M. CHANCE and JEAN CHANCE, husband and wife, heirs or assigns.

The mortgagor shall have a thirty (30) day grace period on any and all payments due hereunder.

Witness our hand S. this 21st day of December, 1971.

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

John M. Chance  
 Jeanne Chance

# 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 27th day of December, 1971, at 3:05 o'clock P. M., and recorded in book M71 on page 13582. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title

By Cynthia R. [Signature] Deputy

Fee \$3.00

AFTER RECORDING RETURN TO

Ref to:

Beel Francisco

276 Main

KFO

California  
 STATE OF OREGON,

County of Contra Costa

BE IT REMEMBERED, That on this 21st day of December, 1971, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JOHN M. CHANCE and JEAN CHANCE, 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.



GINA CAPERS  
 NOTARY PUBLIC  
 CONTRA COSTA COUNTY  
 STATE OF CALIFORNIA

My Commission Expires March 17, 1975

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Gina Capers

Notary Public for Oregon California

My Commission expires 3-17-75

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