

SN

28-2584
THIS INDENTURE WITNESSETH: That

CLIFFORD J. EMMICH

of the County of Los Angeles, State of California, for and in consideration of the sum of
FIFTEEN THOUSAND and no/100ths Dollars (\$15,000.00), to him
 in hand paid, the receipt whereof is hereby acknowledged, he s granted, bargained, sold and conveyed, and
 by these presents do es grant bargain, sell and convey unto
IRWIN LEE CRUME and MAY E. CRUME, husband and wife,

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

A tract of land situated in Section 3 Township 36 South Range 10 East of the Willamette Meridian, more particularly described as follows: Beginning at the Southwest corner of said Section 3; thence North along the West section line of said Section 3 to the Southwest corner of the NW1/4SW1/4 of said Section; thence East along the South line of the NW1/4SW1/4 to the Southwest corner of the E1/2NW1/4SW1/4 of said Section; thence South 57°30' East a distance of 1350 feet; thence North 37°30' East a distance of 880 feet, more or less to a point that is 307 feet Westerly from measured at right angles to the North-South centerline of said Section; thence North parallel with and 307 feet Westerly from the North-South centerline of said Section to a point that is 40 feet Southerly from measured at right angles to the East-West centerline of said Section; thence East parallel with and 40 feet Southerly from the East-West centerline of said Section to the North-South centerline of said section; thence Northeasterly to a point on the Southerly right of way line of the Sprague River Highway, to a point that is 200 feet Southeasterly along the South right of way line to the Sprague River Highway from the intersection of the North-South and the South right of way line of the Sprague River Highway; thence Southerly following the Southerly right of way line of said Sprague River Highway to the South line of said Section 3; thence West on said South line to the point of beginning.

SUBJECT TO contract and/or lien for irrigation and/or drainage, and reservations, easements and rights of way of record and those apparent on the land, and that certain Mortgage from Irwin Lee Crume and May E. Crume to the Bank of Klamath County, Klamath Falls, Oregon, of June 19, 1972.

Clifford J. Emmich

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

IRWIN LEE CRUME and MAY E. CRUME

THEIR heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of FIFTEEN THOUSAND AND NO/100THS Dollars (\$15,000.00) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

\$ 15,000.00 Klamath Falls, Oregon June 5th, 1972
 I (or if more than one maker) we, jointly and severally, promise to pay to the order of
IRWIN LEE CRUME and MAY E. CRUME, husband and wife,
 at Klamath Falls, Oregon DOLLARS,
 with interest thereon at the rate of 7 1/2 percent per annum from July 1, 1972 until paid, payable in
7 annual installments of not less than \$2,142.86 in any one payment; interest shall be paid annually and
 in addition to the minimum payments above required; the first payment to be made on the 1st day of July
1973, and a like payment on the 1st day of each July 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.

/s/ Clifford J. Emmich

(a)* primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below),

рождения и смерти, а также о состоянии здоровья и о состоянии души.

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

IRWIN LEE CRUME and MAY E. CRUME

and their

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 CLIFFORD J. EMMICH

CLIFFORD J. EMMICH

his heirs or assigns.

Witness my hand this 5th day of June, 19 72

***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.

Clifford E. Emmet

MORTGAGE

(FORM No. 7)

TO

STATE OF OREGON,
County of KIAMATH ss.

I certify that the within instrument was received for record on the
11th day of JUNE, 1972, at 3:13 o'clock P.M.,
and recorded in book M 72 on page 6390 Record of Mortgages
of said County.

*Witness my hand and seal of
County affixed.*

WM. D. MILNE

COUNTY CLERK

By Harold Wright Deputy.

AFTER RECORDING RETURN TO

Transamerica Title Insurance Co.

STATE OF OREGON, Oregon

County of.....Klamath.....les

BE IT REMEMBERED, That on this 5th day of June, 1972, me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
CLIFFORD J. ENMICH

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.

Notary Public for Oregon, Oregon
My Commission expires 11/25/72