

35176

Vol. 72 Page 6408

THIS INDENTURE WITNESSETH: That Ford F. Franklin and Evelyn M. Franklin, husband and wife, as tenants by the entirety of the County of Klamath, State of Oregon, for and in consideration of the sum of Four thousand thirty and 85/100 Dollars (\$4030.85), 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 Sam L. Wilkins and Rosie Wilkins, husband and wife, as tenants by the entirety, of the County of Klamath, State of Oregon, the following described premises situated in Klamath County, State of Oregon, to-wit:

The following described real property in Klamath County:

Beginning at a point 720 feet east and 792 feet north of an iron pin driven into the ground near the fence corner at the southwest corner of the NW $\frac{1}{4}$ of Section 1 in Township 39 South, Range 9 East of the Willamette Meridian, on the property of Otis V. Saylor, being the southwest corner of said property abutting on the Dalles-California Highway (now Klamath Falls, Lukeview Highway) and which pin is East 30 feet of the center of a road intersecting said highway from the north and 30 feet north of the center of said highway; thence east 270 feet; thence north 132 feet; thence west 270 feet; thence south 132 feet to the point of beginning.

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

Sam L. Wilkins and Rosie Wilkins, husband and wife

their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Four thousand thirty and 85/100 Dollars (\$4030.85) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

\$ 4030.85 June 15, 1972
I (or if more than one maker) we, jointly and severally, promise to pay to the order of Sam L. Wilkins and Rosie Wilkins, husband and wife at Klamath Falls, Oregon
Four thousand thirty and 85/100 DOLLARS,
with interest thereon at the rate of 8 percent per annum from this date until paid, payable in monthly installments of not less than \$65.00 in any one payment; interest shall be paid monthly and in addition to the minimum payments above required, the first payment to be made on the 15th day of July 1972, and a like payment on the 15th 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.

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 Sam L. Wilkins and Rosie Wilkins

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 Ford F. Franklin and Evelyn M. Franklin, their heirs or assigns.

Witness them hand & this 14 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.

Ford F. Franklin
Evelyn M. Franklin

MORTGAGE

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

TO

STATE OF OREGON,
 County of KLAMATH ss.

I certify that the within instrument was received for record on the 15th day of JUNE, 19 72, at 8:52 o'clock A. M., and recorded in book M 72 on page 6408 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

COUNTY CLERK

Title.

By James D. Bauch Deputy.

AFTER RECORDING RETURN TO

FEE \$4.00

Sam Wilkins
P.O. Box 55
Heppner Ore
97627

STATE OF OREGON,

County of Klamath ss.

BE IT REMEMBERED, That on this 14th day of June, 19 72, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Ford F. Franklin and Evelyn M. Franklin

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.

James D. Bauch
 Notary Public for Oregon.
 My Commission expires 10-25-74