

55833

FORM No. 7—MORTGAGE—Short Form

SN

Vol. 11 Page 6680

28-2772
 THIS INDENTURE WITNESSETH: That PHIL F. BARRY and MARY G. BARRY, husband and wife,

of the County of Klamath, State of Oregon, for and in consideration of the sum of Eight Thousand Forty-Nine & 98/100ths Dollars (\$8,049.98), 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 CHARLES R. GRAHAM and ANN M. GRAHAM, 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 parcel of land situate in Sections 16, 17, 20 and 21, all in Township 40 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows: Beginning at a 5/8 inch iron pin on the Southwesterly right of way line of the Great Northern Railroad right of way from which the section corner common to Sections 16, 17, 20 and 21, Township 40 South, Range 10 East of the Willamette Meridian, bears North 53°48'36" West a distance of 667.31 feet; thence North 44°00'00" West along said right of way 1076.20 feet to a point on the Northerly line of a tract of land described in Volume 360 at page 132, Deed Records of Klamath County, Oregon; thence North 73°00'00" West along said Northerly line 276.13 feet to a point on the Southeasterly right of way line of Zukerman Road; thence South 33°09'20" West along said Southeasterly right of way line 331.87 feet; thence Souty 50°47'36" East 292.42 feet to a point on the South line of Section 17, Township 40 South, Range 10 East of the Willamette Meridian; thence Southerly along the high water line of Lost River the meander line of which is as follows: South 48°42'32" East 232.66 feet; thence South 52°04'05" East 237.81 feet; thence leaving said high ater line North 63°04'05" East 108.12 feet; thence South 26°20'35" East 105.18 feet; thence South 44°00'00" East 162.43 feet; thence North 78°45'30" East 354.64 feet to the point of beginning.

SUBJECT TO: That certain mortgage, including the terms and provisions thereof, dated February 1r, 1969, recorded February 17, 1969 in Book M-69 at page 1295, Microfilm Records, given to secure the payment of \$15,000, with interest thereon and such future advances as may be provided therein executed by James L. Fehlen and Bernice N. Fehlen, husband and wife, to State of Oregon, represented and acting by the Director of Veterans' Affairs, which Vendees herein assume and agree to pay. IN CASE of default upon the above described mortgage through Veterans' Affairs, such default shall constitute a default upon this mortgage (S) (U)

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 CHARLES R. GRAHAM and ANN B. GRAHAM, husband and wife,

their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Eight Thousand Forty-Nine and 98/100ths Dollars (\$8,049.98) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

SEE ATTACHED PROMISSORY NOTE

JUL 21 10 33 AM 1972

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 CHARLES R. GRAHAM and ANN M. GRAHAM, husband and wife,

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 PHIL F. BARRY and MARY G. BARRY, husband and wife, heirs or assigns.

Witness OUR hand S. this 19th 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.

Phil F. Barry
Mary G. Barry

MORTGAGE

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

TO

STATE OF OREGON,
County of

I certify that the within instrument was received for record on the 19th day of JUNE, 19 72, at 10 o'clock P.M., and recorded in book _____ on page _____ of said County.

Witness my hand and seal of County affixed.

Title.

By _____ Deputy.

AFTER RECORDING RETURN TO

Y10 - Linda

STATE OF OREGON,

County of Klamath

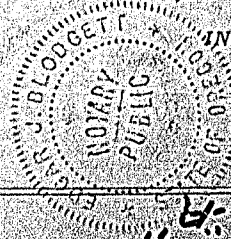
BE IT REMEMBERED, That on this 19th day of JUNE, 19 72, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named PHIL F. BARRY and MARY G. BARRY, husband and wife,

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.

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

Edgar J. Blodgett
Notary Public for Oregon.

My Commission expires JUNE 22, 1973



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PROMISSORY NOTE

\$8,049.98

Klamath Falls, Oregon

JUNE 19, 1972

We, jointly and severally, promise to pay to the order of CHARLES R. GRAHAM and ANN M. GRAHAM, husband and wife, at Klamath Falls, Oregon, Eight Thousand Forty-Nine & 98/100ths (\$8,049.98) DOLLARS, with interest thereon at the rate of 7 percent per annum, from June 1, 1972 with the entire balance of both principal and interest to be paid in full on or before the 15th day of June, 1973; if any of said installment 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, 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.

/s/ PHIL F. BARRY

/s/ MARY G. BARRY

STATE OF OREGON,
County of Klamath
Filed for record at request of
KLAMATH PRODUCTION CREDIT ASSN

on this 21st day of JUNE A.D. 19 72at 10:33 o'clock AM, and dulyrecorded in Vol. M 72 of MORTGAGESPage 6680

Wm D. MILNE, County Clerk

By [Signature] Deputy

Fee \$6.00