

SN

THIS INDENTURE WITNESSETH: That James E. Reid and Diane C. Reid, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of Three Thousand Two Hundred Forty-five and 89/100ths Dollars (\$3,245.89), 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 Norman Jones

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 situated in Section 28, T39 S, R10E, W. M., Klamath County, Oregon, being more particularly described as follows:

Commencing at a 5/8 inch iron pin marking the northeast corner of the NW 1/4 NE 1/4 of said Section 28; thence N 89 degrees 54' 41" W, 19.30 feet; thence S 00 degrees 19' 32" W, 30.00 feet to the intersection of the southerly right-of-way line of Crystal Springs Road with the westerly right-of-way line of Hill Road marking the point of beginning for this description; thence continuing S 00 degrees 19' 32" W along said westerly right-of-way line, 458.67 feet; thence leaving said westerly right-of-way line N 89 degrees, 25' 44" W, 476.02 feet; thence N 00 degrees 19' 32" E, 454.66 feet to a 5/8 inch iron pin on said southerly right-of-way line; thence S 89 degrees 54' 41" E along said southerly right-of-way line, 476.01 feet to the point of beginning, containing 4.99 acres, more or less.

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 Norman Jones,

his heirs and assigns forever. THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Three Thousand Two Hundred Forty-five and 89/100ths Dollars (\$3,245.89) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

\$3,245.89 Klamath Falls, Oregon, October 1972
Six (6) months after date, I (or if more than one maker) we jointly and severally promise to pay to the order of Norman Jones at Klamath Falls, Oregon Three Thousand Two Hundred Forty-five and 89/100ths DOLLARS, with interest thereon at the rate of 10% per annum from October 1972 until paid; interest to be paid on demand and if not so paid, all principal and interest, at the option of the holder of this note, to become immediately due and collectible. Any part hereof may be paid at any time. 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; 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.

James E. Reid

Diane C. Reid

11952

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 Norman Jones

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 James E. Reid and Diane C. Reid, their heirs or assigns.

Witness OUR hands this 18 day of October 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.

James E. Reid
Diane C. Reid

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 18 day of October, 19 72, at 2:50 o'clock PM, and recorded in book N-72 on page 1195, or as filing fee number 69535.
Record of Mortgages of said County.
Witness my hand and seal of County affixed.

Wm. D. Milne
County Clerk
By Helen Clark Deputy
AFTER RECORDING RETURN TO
Norman Jones
680 Lomaxville Dr.
City

Fee \$4.00

STATE OF OREGON,
County of Klamath } ss.

BE IT REMEMBERED, That on this 18th day of October, 19 72, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named James E. Reid and Diane C. Reid, 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.

JAMES W. WESLEY
Notary Public for Oregon
My commission expires 1-28-76

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

James W. Wesley
Notary Public for Oregon
My Commission expires 1-28-76

who
HUN
the
tion