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THIS INDENTURE WITNESSETH: That / LAWRENCE C. and RUBY L. JESPERSEN, EDNA M. JESPERSEN, FRANCIS E. and LORNA C. JESPERSEN and LAWRENCE C. JESPERSEN, JR. and V. MAUREEN JESPERSEN, L. and LORNA C. JESPERSEN and LAWRENCE C. JESPERSEN, JR. and V. MAUREEN JESPERSEN, of the County of \_\_\_\_\_, State of \_\_\_\_\_, for and in consideration of the sum of NINETY THOUSAND AND NO/100 \_\_\_\_\_ Dollars (\$90,000.00), 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 ALBERT R. DEVINCENZI and IRENE DEVINCENZI, husband and wife, \_\_\_\_\_ of the County of \_\_\_\_\_, State of \_\_\_\_\_, the following described premises situated in \_\_\_\_\_ County, State of \_\_\_\_\_

Oregon, to-wit:  
All in Township 37 S., R. 10 E.W.M.:  
SW<sub>1</sub> and W<sub>2</sub>SW<sub>2</sub>, Section 4; S<sub>1</sub>N<sub>2</sub> and S<sub>1</sub>, Section 5; S<sub>1</sub>N<sub>2</sub> and S<sub>1</sub>, Section 6; S<sub>1</sub>N<sub>2</sub> and S<sub>1</sub>, Section 7; all of Section 8; W<sub>2</sub>, W<sub>2</sub>SW<sub>2</sub> and NW<sub>2</sub>SW<sub>2</sub>, Section 9; SW<sub>2</sub>, S<sub>2</sub>SW<sub>2</sub> and NW<sub>2</sub>SW<sub>2</sub>, Section 15; all of Sections 16 and 17; E<sub>2</sub> and NE<sub>2</sub>SW<sub>2</sub>, Section 20; W<sub>2</sub> and NW<sub>2</sub>SW<sub>2</sub>, Section 21; E<sub>2</sub> and NE<sub>2</sub>SW<sub>2</sub>, Section 22; W<sub>2</sub> and W<sub>2</sub>SW<sub>2</sub>, Section 23; W<sub>2</sub> and W<sub>2</sub>SW<sub>2</sub>, Section 26; E<sub>2</sub> and NW<sub>2</sub>, Section 27; SW<sub>2</sub>, Section 28; SW<sub>2</sub>, Section 29; NW<sub>2</sub>SW<sub>2</sub>, Section 34, and NW<sub>2</sub>SW<sub>2</sub> and NW<sub>2</sub>SW<sub>2</sub>, Section 35, EXCEPTING THEREFROM any portion lying within existing roadways, ditches or canals.

ALSO portions of Sections 21, 20, 28 and 29, Township 40 S., R. 10 E.W.M., containing 40+ acres, more or less, and known as the Jespersen Home Place.

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 Albert R. Devincenzi and Irene Devincenzi, husband and wife, and their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of NINETY THOUSAND AND NO/100 \_\_\_\_\_ Dollars (\$90,000.00) in accordance with the terms of \_\_\_\_\_ that \_\_\_\_\_ certain promissory note of which the following is a substantial copy:

\$90,000.00 Klamath Falls, Oregon January 3 1973  
On or before November 1, 1975, (or if more than one maker) we, jointly and severally, promise to pay to the order of ALBERT R. DEVINCENZI and IRENE DEVINCENZI, husband and wife, \_\_\_\_\_ and upon the death of any of them, then to the order of the survivor of them, at Klamath Falls, Oregon \_\_\_\_\_ DOLLARS, NINETY THOUSAND AND NO/100 \_\_\_\_\_ with interest thereon at the rate of six percent per annum from \_\_\_\_\_ date \_\_\_\_\_ until paid; interest to be paid at maturity and if 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 the reasonable attorney's fees and collection costs of the holder hereof; and if a suit or an action is filed hereon, I/we also promise to pay (1) the holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.  
It is the intention of the parties hereto that the said payees do not take the title hereto as tenants in common but with the right of survivorship, that is: on the death of any of the payees, the right to receive payment of the then unpaid balance of principal and interest shall vest absolutely in the survivor of them.  
s/ LAWRENCE C. JESPERSEN  
s/ LAWRENCE C. JESPERSEN, JR.  
s/ FRANCIS E. JESPERSEN  
s/ KENNETH L. JESPERSEN  
s/ EDNA MAE JESPERSEN  
s/ V. MAUREEN JESPERSEN  
s/ LORNA C. JESPERSEN  
s/ RUBY L. JESPERSEN

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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) ~~also an organization or (even if mortgagor is a natural person) not 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 Albert R. Devincenzi and Irene Devincenzi, 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 Lawrence C. Jespersen, et ux, Francis E. Jespersen, et ux, Kenneth L. Jespersen, et ux, and Lawrence C. Jespersen, Jr., et ux, their heirs or assigns.

WITNESS our hands this 25th day of August, 1972.

Lawrence C. Jespersen Roby L. Jespersen  
Francis E. Jespersen V. Maureen Jespersen  
Kenneth L. Jespersen Edna Mae Jespersen  
Lorna C. Jespersen

\*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, the mortgagee MUST comply with the Truth-in-Lending Act and Regulation Z by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use S-N Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use S-N Form No. 1306, or equivalent.

**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 3rd day of January, 19 72, at 12:20 o'clock P M., and recorded in book M 73 on page 73 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

W. D. MILNE  
COUNTY CLERK

By Josephine D. Dargatzis Deputy.  
AFTER RECORDING RETURN TO  
Mr. Mrs. A. R. Devincenzi  
c/o H. F. Smith  
538 Main Street  
Klamath Falls

STATE OF OREGON,  
County of Klamath

BE IT REMEMBERED, That on this 25th day of August, 19 72, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named LAWRENCE C., ROBY L., FRANCIS E., EDNA M., KENNETH L., LORNA C. JESPERSEN and LAWRENCE C. JESPERSEN, JR. and V. MAUREEN JESPERSEN, 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.

Charles M. Danda  
Notary Public for Oregon.  
My Commission expires 1/6/76

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