

THIS INDENTURE WITNESSETH: That I, Roland J. Schill and Maxine O. Schill  
 Rte 3, Box 1125, Klamath Falls, Oregon, for and in consideration of the sum of  
 of the County of Klamath, State of Oregon, Three thousand, eight hundred seventy-five & no/10 Dollars (\$3,875.00), to me  
 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 A. W. Jolly of 1841 Manzanita St.,  
 Klamath Falls,  
 of the County of Klamath, State  
 of Oregon, the following described premises situated in Klamath County, State of  
 Oregon, to-wit:

Lot six (6) of Section thirty-six in Township thirty-seven (37)  
 South of Range eight (8), and Lot six (6) of Section thirty-one (31)  
 in Township thirty-seven (37) South of Range nine (9), all east of  
 the Willamette Meridian, and containing fifty-six (56) acres, more  
 or less; and subject to the reservations contained in the Patent  
 from the United States recorded in Volume 210 at page 291, of  
 Deed Records of Klamath County, Oregon and also right of way of  
 the State of Oregon for Highway purposes.

This document comprises a second mortgage on that certain real prop-  
 erty described above; the first mortgage being held by Irene Hames  
 Estate in the amount of \$2,166.44; (Two thousand one hundred sixty-six  
 dollars and fourty-four cents..)

This contract voids all previous notes and contracts between Roland J.  
 Schill, and Maxine O. Schill, husband and wife; and A. W. Jolly.

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 real property and secured  
 by a mortgage on aforesaid property to A. W. Jolly,

and to his heirs and assigns forever.  
 THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Three  
 thousand eight hundred seventy-five Dollars  
 (\$3,875.00) in accordance with the terms of that certain promissory note of which the  
 following is a substantial copy:

I promise to pay to A. W. Jolly the sum of \$50.00 (fifty dollars) per  
 month beginning Jan. 1, 1973; which sum shall include interest at 8% per annum,  
 until such time and interest shall have been paid in full, and after  
 the sum of two thousand two hundred dollars (2,200.00) has been paid at the end of  
 thirty days from date. (Dec. 20, 1972.) Two thousand dollars of this  
 initial payment shall be credited to the face value of this note; the balance  
 to be a fee simple.

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 A. W. Jolly

and his legal representatives, or assigns may foreclose the Mortgage and sell the premises above described with a 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 Roland J. Schill, and Maxine O. Schill, husband and wife his heirs or assigns.

Witness my hand this 20th day of November, 1972

\*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.

Roland Schill  
 Maxine O. Schill  
 Roland Schill  
 Maxine O. Schill

# MORTGAGE

(FORM No. 7)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

Ronald Schill  
 Maxine O. Schill  
 et al  
 to  
 A. W. Jolly

STATE OF OREGON,  
 County of Klamath

I certify that the within instrument was received for record on the 21st day of February, 1973, at 1:31 o'clock P. M., and recorded in book M73 on page 1852. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title.

By Cynthia J. Jolly Deputy.

AFTER RECORDING RETURN TO

Fee \$4.00  
 A. W. Jolly  
 1841 Marquette  
 Astoria

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 21st day of November, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Roland Schill and Maxine O. Schill, 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.

Notary Public for Oregon.

My Commission expires 1/10/75