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THIS INDENTURE WITNESSETH: That L. V. CHRISTIAENS and MARY C. CHRISTIAENS, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of Five Thousand Five Hundred Sixty-One & 45/100 Dollars (\$5,561.45), to them in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant bargain, sell and convey unto GEORGE C. MAY and PHYLLIS R. MAY, 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 lying in the NW 1/4 of Section 11, Township 39 South, Range 9, East of the Willamette Meridian, more particularly described as follows: Beginning at a point which is North 1 degree 12' West 361.4 feet and East 30 feet from the West 1/4 corner of said Section 11; thence North 1 degree 12' West 100 feet; thence North 88 degrees 57' East 100 feet; thence South 1 degree 12' East 100 feet; thence South 88 degrees 57' West 100 feet to the point of beginning; EXCEPTING THEREFROM any portion lying within the right of way of Summers Lane and any portion lying within the right of way of Winter Avenue.

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 GEORGE C. MAY and PHYLLIS R. MAY, husband and wife,

his heirs and assigns forever. THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Five Thousand Five Hundred Sixty-One & 45/100ths Dollars (\$5,561.45) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 5,561.45 Klamath Falls, Oregon, 19 73  
I (or if more than one maker) we, jointly and severally, promise to pay to the order of George C. May and Phyllis R. MAY, husband and wife at Klamath Falls, Oregon Five Thousand Five Hundred Sixty-One & 45/100ths (\$5,561.45) DOLLARS, with interest thereon at the rate of 8 percent per annum from February 1, 1973 until paid, payable in monthly installments of not less than \$ 100.00 in any one payment; interest shall be paid monthly and the minimum payments above required; the first payment to be made on the 1st day of March 19 73, and a like payment on the 1st day of 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.

/s/ L. V. CHRISTIAENS

/s/ MARY C. CHRISTIAENS

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:

~~XX Pay 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 George C. May and Phyllis R.

May, 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 L. V. CHRISTIAENS and MARY C. CHRISTIAENS, their heirs or assigns, husband and wife.

Witness OUR hands this 28 day of February, 1973.

\*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.

*L. V. Christiaens*  
*Mary C. Christiaens*

# MORTGAGE

(FORM No. 7)

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

TO

STATE OF OREGON, ss.  
County of Klamath  
I certify that the within instrument was received for record on the 5th day of MARCH, 1973, at 11:57 o'clock A. M., and recorded in book N 73 on page 2287 or as filing fee number 73843.  
Record of Mortgages of said County.  
Witness my hand and seal of County affixed.

WM. D. WILHE

COUNTY CLERK

Title.

By *Harold D. [Signature]* Deputy.

AFTER RECORDING RETURN TO

242 Main

14.3.

FEE \$ 4.00

STATE OF OREGON,

County of Klamath ss.

BE IT REMEMBERED, That on this 28 day of February, 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named L. V. CHRISTIAENS and MARY C. CHRISTIAENS, husband and wife,

known to me to be the identical individuals 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.

*Merle [Signature]*  
Notary Public for Oregon  
My Commission expires 9-15-73

