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THIS INDENTURE WITNESSETH: That Bruce L. Durant and Trudie D. Durant  
(Husband and Wife) of the County of Klamath, State of Oregon, for and in consideration of the sum of  
Six Thousand and 00/100—Dollars (\$6,000.00), 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 Ernest H. Graves

of the County of Klamath, State of Oregon, the following described premises situated in Klamath County, State of Oregon, to-wit:

Lot 5 in Block 2 of Eastmount Addition, according to the  
official plat thereof on file in the records of Klamath  
County, Oregon.

This Mortgage is second and inferior to that certain Trust Deed recorded  
June 8, 1966, in microfilm records M66, page 6002, records of Klamath  
County, Oregon.

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 Ernest H. Graves

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of  
Six Thousand and 00/100—Dollars  
(\$6,000.00) in accordance with the terms of one certain promissory note of which the  
following is a substantial copy:

\$6,000.00 Klamath Falls, Ore., March 9, 1973  
One Year after date, I (or if more than one maker) we jointly and  
severally promise to pay to the order of Ernest H. Graves  
at Klamath Falls, Oregon —DOLLARS,  
Six thousand and no/100—  
with interest thereon at the rate of 7% per annum from March 9, 1973 until paid; interest to be paid  
semi-annually and if not so paid, all principal and interest, at the option of the holder of this note, to become imme-  
diately 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.

S/ Bruce L. Durant

S/ Trudie D. Durant

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 the purpose of securing the loan represented by the above described note and this mortgage~~

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 Ernest H. Graves

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 Bruce L. Durant and Trudie D. Durant heirs or assigns.  
(Husband and Wife)

Witness our hands this 9th day of March, 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.

Bruce L. Durant  
Trudie D. Durant

# 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

13th day of March, 1973,

at 10:31 o'clock P.M., and recorded

in book M 73 on page 2602 or as

filing fee number 74118

Record of Mortgages of said County.

Witness my hand and seal of

County affixed.

WM. D. MILNE

COUNTY CLERK Title

By Carol D. Wells Deputy

AFTER RECORDING RETURN TO

Ernest Graves  
6306 Maryland Ave  
City

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 9th day of March, 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Bruce L. Durant and Trudie D. Durant (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.

Vera M. Durant

Notary Public for Oregon.

My Commission expires MY COMMISSION EXPIRES  
AUGUST 13, 1973