

SN

74433

THIS INDENTURE WITNESSETH: That JOHN W. BROOKER and MERI P. BROOKER, husband and wife of the County of ~~Klamath~~ Alameda State of ~~Oregon~~ California, for and in consideration of the sum of Three Thousand Five Hundred and No/100ths Dollars (\$ 3,500.00), 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 7 C RANCH, INC.

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

SE 1/4 NE 1/4 Section 13, Township 37 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon (2)

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 7 C RANCH, INC.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Three Thousand Five Hundred and No/100ths Dollars (\$3,500.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy: its heirs and assigns forever.

\$ 3,500.00

March 16th

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I (or if more than one maker) we, jointly and severally, promise to pay to the order of 7 C RANCH, INC.

Three Thousand Five Hundred and No/100ths (\$3,500.00) at Box 347, Bly, Oregon 97622

with interest thereon at the rate of 6 percent per annum from March 1, 1973 DOLLARS. monthly installments of not less than \$ 25.08 in any one payment; interest shall be paid until paid, payable in monthly and 19 73, and a like payment on the 1st day of each 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/ JOHN W. BROOKER

/s/ MERI P. BROOKER

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 7 C RANCH, INC.

and its 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 JOHN W. BROOKER and MERI P. BROOKER, husband and wife, their heirs or assigns.

~~In the event that the mortgagor should, during the term of this mortgage, convey its interest in this property either by deed or by contract, then the entire sum hereunder shall be due and payable.~~ D.U.P.

Witness our hand s this 16th 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.

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 21 day of March, 1973, at 11:30 o'clock A.M., and recorded in book M73 on page 3001 or as filing fee number 74433

Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title

By Hazel DeLaFlore Deputy.

AFTER RECORDING RETURN TO

Fee \$4.00

STATE OF OREGON, California

County of Alameda

BE IT REMEMBERED, That on this 16th day of March, 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JOHN W. BROOKER, and MERI P. BROOKER, 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.



OFFICIAL SEAL
NETTE DE LA FLORE
NOTARY PUBLIC - CALIFORNIA
ALAMEDA COUNTY
My Commission Expires Sept. 22, 1974

Nette DeLaFlore Notary Public for Oregon, Alameda County
My Commission expires