

THIS INDENTURE WITNESSETH: That BERNARD P. ROCHON and DORIS L. ROCHON, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of Two Thousand Three Hundred Forty & 10/100ths Dollars (\$2,340.10), to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do es grant bargain, sell and convey unto DAVID L. CHIDESTER and JOSEPH N. CLAIRE,

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

Portion of Lots 2 and 3 of Block 64, NICHOLS ADDITION, described as follows: Beginning at a point on the South-easterly line and 113.75 feet southwesterly from the most easterly corner of said Block 64 of Nichols Addition; thence northwesterly parallel with 8th Street, 120.0 feet; thence southwesterly parallel with Lincoln Street, 48.75 feet; thence southeasterly parallel with 8th Street 13.5 feet; thence southwesterly parallel with Lincoln Street; 10'; thence southeasterly parallel with 8th Street 106.5 feet to the southeasterly line of Lot 3; thence northeasterly along said line 58.75 feet to the point of beginning.

NOTE: This mortgage is subject to a certain mortgage given by Bernard P. Rochon and Doris Rochon, husband and wife, to 1st Federal Savings & Loan Assn. of Klamath Falls, a Federal Corporation, dated January 22, 1970, recorded January 23, 1970, Mortgage Volume M70 page 575, Microfilm 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 DAVID L. CHIDESTER and JOSEPH N. CLAIRE,

their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Two Thousand Three Hundred Forty & 10/100ths Dollars (\$2,340.10) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

#### PROMISSORY NOTE

Klamath Falls, Oregon, March 31, 1973

\$2,340.10

Thirty (30) days after date, each of the undersigned promises to pay to the order of BERNARD P. and DORIS L. ROCHON, at Klamath Falls, Oregon, the sum of Two Thousand Three Hundred forty and 10/100ths (\$2,340.10) in installments of Twenty-five and No/100ths (\$25.00) Dollars, including interest at the rate of 7½%, with like payments to be made on the same day of each and every month thereafter for the next eleven (11) months; thereafter, the entire balance due, including principal and interest, shall be paid in full. If this note is placed in the hands of an attorney for collection, each of the undersigned promises and agrees to pay the reasonable collection costs of the holder hereof; and if suit or action is filed hereon, also promises to pay (1) 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.

/s/ David L. Chidester

/s/ Joseph N. Claire

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- primarily for mortgagor's personal purposes (see Section 860(g)(1) of the Internal Revenue Code and the Regulations thereunder),  
 (c) The proceeds of the sale shall be paid according to the agreement therein

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 **BERNARD P. ROCHON and DORIS L. ROCHON, husband and wife,** their legal representatives, or assigns may foreclose the

ROCHON, husband and wife, 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 BERNARD P. ROCHON and DORIS L. ROCHON, their heirs or assigns husband and wife,

y 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, at such time permissible; if warranty (a) is applicable under Act and Regulation Z, the mortgagee MUST comply as defined in the Truth-in-Lending Act and Regulation Z, for this purpose, if this with the Act and Regulation by making required disclosures; use Stevens-Nes Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Form No. 1306 or equivalent.

(FORM No. 7)

STATE OF OREGON,  
County of Klamath.

Witness my hand and seal of  
County affixed.

COUNTY CLERK

Deputy.

By Debra J. [Signature]

~~AFTER RECORDING RETURN TO~~

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Chen Hui

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Klammert fälle, C. + g.

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County of KLAMATH

County of KLAMATH, )  
BE IT REMEMBERED, That on this 31<sup>st</sup> day of March, 19 73,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named DAVID L. CHIDESTER and JOSEPH N. CLAIRE

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.

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 March 3-1975

My Commission expires March 3-1975