

SN

76799

THIS INDENTURE WITNESSETH: That CHARLES VINCENT HARRELD and KAREN LOUISE HARRELD, husband and wife, for and in consideration of the sum of Two Thousand Four Hundred & No/100ths Dollars (\$2,400.00), 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 DAVID F. SNOW and BETTY SNOW, husband and wife,

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

Lot 3 (W 55 feet) East 5 feet Lot 4, NICHOLS ADDITION, Klamath County, Oregon /Block 54

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 F. SNOW and BETTY SNOW, Husband and wife,

their heirs and assigns forever. THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Two Thousand Four Hundred & No/100ths Dollars (\$2,400.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ Klamath Falls, Oregon, 1973
I (or if more than one maker) we, jointly and severally, promise to pay to the order of DAVID F. SNOW and BETTY SNOW, at Klamath Falls, Oregon
Two Thousand Four Hundred and No/100ths May 10, 1973 DOLLARS,
with interest thereon at the rate of 8 percent per annum from until paid, payable in
monthly installments of not less than \$50.00 in any one payment; interest shall be paid monthly and
the minimum payments above required; the first payment to be made on the 25th day of June
1973, and a like payment on the 25th 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/ CHARLES VINCENT HARRELD

/s/ KAREN LOUISE HARRELD

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 DAVID F. SNOW and BETTY SNOW 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 CHARLES VINCENT HARRELD and KAREN LOUISE HARRELD, husband and wife, their heirs or assigns.

Witness OUR hand S this 11 day of May, 1973.

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgage 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.

Charles Vincent Harrel
 Karen Louise Harrel

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 21th day of May, 1973, at 9:20 o'clock A.M., and recorded in book N.73 on page 6286 or as filing fee number 76799.
 Record of Mortgages of said County.
 Witness my hand and seal of County affixed.

WM. D. WILNE

COUNTY CLERK

Title.

By Charles Vincent Harrel Deputy.

AFTER RECORDING RETURN TO

FEES \$ 4.00

First Federal

540 Main

Klamath Falls, Oregon

97601

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 11th day of May, 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named CHARLES VINCENT HARRELD and KAREN LOUISE HARRELD, husband and wife known to me to be the identical individual 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.

James D. Boach
 Notary Public for Oregon.

My Commission expires 10-25-74