

28-4972

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FORM No. 7—MORTGAGE—Short Form

SH

79600

THIS INDENTURE WITNESSETH: That EUGENE R. CORYELL and JOANNE M. CORYELL, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of Eight Thousand Five Hundred and No/100ths Dollars (\$ 8,500.00), 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 RALPH CARMICHAEL, Trustee

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

W 1/2 N 1/2 S 1/2 SE 1/4, NE 1/4 SE 1/4 SE 1/4, W 1/2 NW 1/4 SE 1/4 SE 1/4, NE 1/4 NW 1/4 SE 1/4 SE 1/4 of Section 8, Township 39 South, Range 8 East of the Willamette Meridian, 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 RALPH CARMICHAEL, Trustee

his heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Eight Thousand Five Hundred and No/100ths Dollars (\$ 8,500.00 ) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 8,500.00 Klamath Falls, Oregon, 1973  
I (or if more than one maker) we, jointly and severally, promise to pay to the order of Ralph Carmichael, Trustee at Klamath Falls, Oregon Eight Thousand Five Hundred and No/100ths (\$8,500.00) DOLLARS, with interest thereon at the rate of 6 percent per annum from June 1, 1973 until paid, payable in monthly installments of not less than \$ 71.73 in any one payment; interest shall be paid monthly and xxxxxx the minimum payments above required; the first payment to be made on the 1st day of July 1973, 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.  
The entire balance, both principal and interest shall be paid in full on or before the 1st day of June, 1980.  
/s/ EUGENE R. CORYELL  
/s/ JOANNE M. CORYELL

FORM No. 217—INSTALLMENT NOTE.

SH Stevens-Tinss Law Publishing Co., Portland, Ore.

9947

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 RALPH CARMICHAEL, Trustee

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 EUGENE R. CORYELL and JOANNE M. CORYELL, husband and wife their heirs or assigns.

The Mortgagees herein agree to release, under the terms of this Mortgage, parcels of land of 2 1/2 acres, upon payment of the sum of \$ 212.50 per acre requested to be released.

It is further agreed that easements shall be provided to any land so released.

Witness our hand S this 7 day of July, 1973  
Eugene R. Coryell  
Joanne M. Coryell

**MORTGAGE**  
(FORM No. 7)

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

TO

STATE OF OREGON,  
County of CLATSOP  
I certify that the within instrument was received for record on the 1st day of July, 1973, at 11:15 o'clock A.M., and recorded in book 1173 on page 2915 or as filing fee number 70630.  
Record of Mortgages of said County.  
Witness my hand and seal of County affixed.

Title.  
By Harold D. Dugdale Deputy.  
AFTER RECORDING RETURN TO  
Shirley Beatty  
2009 Buxingway  
City OR 97101

State of Calif.  
County of San Francisco ss.

On this the 7 day of July, 1973, before me,

the undersigned Notary Public, personally appeared  
Eugene R. Coryell &  
Joanne M. Coryell

known to me to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.  
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Arlyn R. Krumbein  
ARLYN R. KRUMBEIN  
MY COMMISSION EXPIRES NOV. 12, 1973

SIGNATURE, JURISDICTION, EXPIRATION DATE AND ADDRESS OF NOTARY PUBLIC