

28-01402

28-5676

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THIS INDENTURE WITNESSETH: That SIDNEY D. ANDERSON and ADELINE C. ANDERSON, Husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of Two Thousand Two Hundred Fifty and No/100ths Dollars (\$2,250.00), 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 ROGER M. CLARK and BARBARA J. CLARK, 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 2 of SUMMERS HEIGHTS, 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 Roger M. Clark and Barbara J. Clark, 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 Two Hundred Fifty and No/100ths Dollars (\$2,250.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

COPY OF SAID PROMISSORY NOTE IS ATTACHED HERETO

SEP 20 3 26 PM 1972

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 Roger M. Clark and Barbara J. Clark, 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 Sidney D. Anderson and Adeline C. Anderson, husband and wife, their heirs or assigns.

Witness our hands this 20th day of September, 19 73.

*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.

Sidney S. Anderson
Adeline C. Anderson

MORTGAGE

(FORM No. 7)

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

TO

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the 20th day of September, 19 73, at 10 o'clock A.M., and recorded in book 100 on page 100 filing fee number 100 Record of Mortgages of said County. Witness my hand and seal of County affixed.

By Notary Public Deputy Notary Public

Notary Public
9244 N.E. Sacramento
Portland Oregon 97201

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 20th day of September, 19 73, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Sidney D. Anderson and Adeline C. Anderson, husband and wife, 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.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Marlene T. Addington
 Notary Public for Oregon
 My commission expires 3-21-77

Marlene T. Addington
 Notary Public for Oregon
 My Commission expires 3-21-77

12792

PROMISSORY NOTE

\$2,250.00

Klamath Falls, Oregon

September 20, 1973

We, jointly and severally, promise to pay to the order of ROGER M. CLARK and BARBARA J. CLARK, at Klamath Falls, Oregon, Two Thousand Two Hundred Fifty and No/100ths (\$2,250.00) DOLLARS, with interest thereon at 8 percent per annum from September 20, 1973. The entire balance, both principal and interest to be paid in full upon the sale of our home located at 5216 Summit Street, Klamath Falls, Oregon, more particularly described in that certain Mortgage of even date, or upon the expiration of one (1) year from the date hereof, whichever event occurs first. If said amount 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, we promise and agree to pay holder's reasonable attorney's fees and collection costs, even though not 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.

/s/ SIDNEY D. ANDERSON/s/ ADELINE C. ANDERSONSTATE OF OREGON,
County of Klamath

Filed for record at request of

TRANSAMERICA TITLE INS. CO

on the 20th day of SEPTEMBER A. D. 19 73at 3:26 o'clock P M. and dayrecorded in Vol. M73 of MORTGAGESPage 12790

Wm D. MILNE, County Clerk

By Magel Day DeputyFee \$ 6.00