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THIS INDENTURE WITNESSETH: That LEONARD T. DOMBRAS and ANN DOMBRAS,  
 husband and wife  
 of the County of Klamath, State of Oregon, for and in consideration of the sum of  
 Thirteen Thousand Nine Hundred Sixty Seven and 76/100 Dollars (\$13,967.76) 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 JOSEPH W. MERCER

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

Lots 21 and 22 in Block 300 of DARROW ADDITION TO THE  
 CITY OF KLAMATH FALLS, 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 JOSEPH W. MERCER

his heirs and assigns forever.  
 THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of  
 Thirteen Thousand Nine Hundred Sixty Seven and 76/100 Dollars  
 (\$13,967.76) in accordance with the terms of that certain promissory note of which the  
 following is a substantial copy:

PROMISSORY NOTE IS ATTACHED HERETO

Oct 22 - 4 34 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 JOSEPH W. MERCEP

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 LEONARD T. DOMBRAS and ANN DOMBRAS, husband and wife their heirs or assigns.

Witness OUR hands this 19th day of October, 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 day of 19, 1973, at 10 o'clock A.M., and recorded in book on page or as filing fee number Record of Mortgages of said County. Witness my hand and seal of County affixed.

Title

Deputy

By AFTER RECORDING RETURN TO

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 19th day of October, 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named LEONARD T. DOMBRAS and ANN DOMBRAS, 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.

Joseph W. Mercep  
Notary Public for Oregon.

My Commission expires 10-11-74

PROMISSORY NOTE

\$13,967.76

Klamath Falls, Oregon

*October 20*, 1973

We, jointly and severally, promise to pay to the order of Joseph W. Mercer, at First Federal Savings and Loan Association, Klamath Falls, Oregon, Thirteen Thousand Nine Hundred Sixty Seven & 76/100 (13,967.76) DOLLARS, with interest thereon at the rate of 8 percent per annum from the date of execution of this note, until paid, payable in monthly installments of not less than \$107.00 in any one payment; interest shall be paid monthly and is included in the minimum payments above required; the first payment is to be made on the 1st day of November, 1973, and a like payment on the 1st day of each month thereafter, until the whole sum principal and interest has been paid. Upon sale or transfer of ownership of this property the entire balance of this note shall immediately become due and payable in full. If any of said payments 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 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.

s/ Leonard T. Dombras

s/ Ann Dombras

*Pub: Grand:*

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA TITLE INS. CO.  
this 22nd day of OCTOBER A.D. 1973 at 4:00 o'clock PM, and  
duly recorded in Vol. M 73 of MORTGAGES on Page 14183

FEE \$ 6.00

Wm D. WILHE, County Clerk

By *Theresa L. Hagel*