Vol. 74 Page 1112 85674 FORM No. 691-MORTGAGE-(Sur R January 19 74 , by 22nd day of THIS MORTGAGE, Made this.. DAVID LEE THRAPP, , Mortgagor, GENO GHELLER and JESSIE L. V. GHELLER, husband and wife, to ... Mortgagees, WITNESSETH, That said mortgagor, in consideration of the sum of \_\_\_\_\_ One Thousand, (\$ 1,200,00 ) Dollars Two Hundred and 00/100 - - - to the mortgagor paid by the mortgagees, the said mortgagor does hereby grant, bargain, sell and convey unto the said mortgagees as joint tenants with the right of survivorship and not as tenants in common, their assigns and the heirs of the survivor of them, these certain premises situate in the County of Klamath Oregon, and described as follows, to-wit: and State of ..... Lot 181, Third Addition Sportsman Park, ALUNIS . . . 3 SN HE H MINH by together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining; together with the rents, issues and profits therefrom and all fixtures now or hereafter placed to 1971× or installed in or upon said described premises, TO HAVE AND TO HOLD the same unto the said mortgagees as joint tenants with the right of survivorship and not as tenants in common, and to their assigns and the heirs of the survivor forever. Æ 12 and figures substantially as follows: <u>N</u> . E January 22 , 19 74 \$ 1,200.00 Klamath Falls, Oregon On or before Jan.22, 1975 atter date, 1 (or il more than one maker) we, jointly and severally, promise to pay to the order of Geno Gheller and Jessie L. V. Gheller, and upon the death of any of them, then to the order of the survivor of them, at Klemath Falls, Oregon DOLLARS, One Thousand, Two Hundred and 00/100 - - - - - - with interest thereon at the rate of eight percent per annum from Jan. 22, 1974 until paid: interest to be with interest thereon at the rate of **eight** percent per annum from **Jan. 22, 1974** until paid; interest to be paid **et maturity** and it 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 the reasonable attor-ney's less and collection costs of the holder hereoi, and it a suit or an action is filed hereon. I/we also promise to pay (1) the holder's reasonable attorney's tess to be lixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be lixed by the appellate court, as the holder's reasonable attorney's less in the appellate court. If is the intention of the parties hereto that the said papees do not take the till hereto as tennats in common but with the right of survivorship, that is: on the death of any of the payees, the right to receive payment of the then unpaid balance of principal and in-terest shall yest absolutely in the survivor of them. a/ David Lee Thrapp Publishing Co., Portland, Ore FORM No. 693-NOTE-Survivorship \$ 120 On or GI and upo portgage and the said note, the word taken to mean and include the plura de an to mean the provision mortdadees n relo that mor e, the with i ply equa ve, 11 all paid A holder of ney's fee reasonabl survi diver ribed note and this mortgage at The mortgager warrants that the proceeds of the loan representer (a) primarily lor mortgager's personal, lamity, household or a (b) lor an organization or (even il mortgager is a natural per sum a And said mortgagor covenants to and with the mortgagees, and their successors in interest, that he is lawfully select in tee simple of said premises and has a valid, unencumbered title thereto. EXCEPT prior mortgage to Pacific West Mortgage Co., recorded in M-73, page 1349, and mortgage to Geno Gheller and Jessie L. V. Gheller, of surv terest , Mortgage Records of Klamath County, husband and wife, recorded in M-74, page Oregon, to which this mortgage is inferior,

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SAV. 1113 and will warrant and lorever delend the same against all persons; that he will pay said note(1), principal and inferest, according to the terms thereof; that while any part of said note(2) ternains unpaid he will pay all tares, assessment and other charges al every nature which may be levied or as-there which may be and the same against all persons; that he will pay said note(1), principal and inferest, according to the terms thereof, seed against and property, or this mortage of the note(3) above described, when due and payable and holos the same may become delinquent; the lien of this mortage is that he will keep the buildings now on or which may because tiers on the premises more in taror of the mort pays of the same according to the terms of the same against and on the varies of insurance on and property male payable, to the mortage are the lien of this mortage for the due buildings now on or which may because informations. The lien of this mortage is the same against all persons; that he will of the varies of insurance on and property male payable, to the mortage are indicated and premises in food repair and will not commit or suffer any ware of all premises. Now, therefore is and mortage or shall keep and inform the covenants herein contains premises and shall pay and note(1) according to its terms, this on comparing and advect that it it mortage and while the martage are assond herein or it and receiver and not according a dareed that it the mortage and and that to reak any payment or all more and here pays in the low and any indicate shall be added to and take on a part thereoi, the mortage merican and the pay im the low and any pay inclusion to declare any lien, and that the delt secure at the mortage and shall bay the mortage and male the indicate or charges or any lien, and become a part of the delt secure at the mortage and shall bay and the secure at an as and mortage. In the event of any and title search, all statutry costs as theread and any be and that the mortage and band bear and ball conterm 1 52 1 195 by Ms IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above In a particular and the day and the day and year first above In a particular and the day and year first above In a particular and the day and the day and year first above In a particular and the day and year first above In a particular and the day and year first above In a particular and the day and year first above In a particular and the day and year first above In a particular and the day and year first above In a particular and the day and year first above In a particular and the day and year first above In a particular and the day and year first above In a particular and the day and year first above In a particular and the day and year first above In a particular and the day and year first above In a particular and the day and year first above In a particular and t by written. 11/× \*IMPORTANT NOTICE: Daleie, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, the mortgagee MUST comply with the Truth-in-Lending Act and Regulation Z by making re-comply with the Truth-in-Lending Act and Regulation Z by making re-quired disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use S-N Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use S-N Form No. 1306, or equivalent. Ξ 12  $\underline{S}$ ...... E Title seal 4 AGE d Coi and within record SLLL said 7 page B56 ship) the 169 22 OREGON, Klama' MORTG. Mortgages COUNTY CLERK ō ź P E 'n clock L 1 book. filing fee m. Record of Mor. •v atfixed. ইষ্ঠ 世界内国 FEE \$4.00 (FORM WM.D.MIINE (Survi ty of certify 2332 Ex. Lino OF lay County 5. y ATE ÷. ¥ BU ST \$ 120 On or STATE OF OREGON, . 55. GE BE 11 KEMEMBERED, That on this <u>VV</u> day of <u>January</u>, 19 74., before me, the undersigned, a Notary Public in and for said county and state, personally appeared the within named <u>Day1d Lee Thrapp</u>. County of Klamath and up <u>\_</u> with i paid **A** holder of ney's lee reasonab sum as b 12.74 of surv terest Notary Public for Oregon My commission expires 13/7/ (SERL) "mint Erst in 1 何期 調報

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