

THIS INDENTURE WITNESSETH: That LOUIS VAN DYKE

of the County of Klamath, State of Oregon, for and in consideration of the sum of One Thousand Six Hundred Fifty & No/100ths Dollars (\$1,650.00), to him in hand paid, the receipt whereof is hereby acknowledged, he S. granted, bargained, sold and conveyed, and by these presents do S. grant bargain, sell and convey unto CECILE L. GARRISON

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

Lot A in Block 45, SUPPLEMENTAL PLAT of Lots 1, 2, 7 and 8 in Block 45 of NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON EXCEPTING THEREFROM that portion thereof lying South-westerly of a line drawn from a point on the Southeasterly line of Washington Street, 40 feet Northeasterly of the most West-erly corner of said lot to a point on the Southeasterly line of said Lot, 38 feet Northeasterly of the most Southerly corner of said lot, in the City of Klamath Falls, Klamath County, Oregon

FEB 1 4 11 PM 1974

Together with the tenements, hereditaments and appurtenances thereto belonging, or in anyway appertaining. To have and to hold the same with the appurtenances, unto the said CECILE L. GARRISON

HER heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of One Thousand Six Hundred Fifty and No/100ths Dollars (\$ 1,650.00 ) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

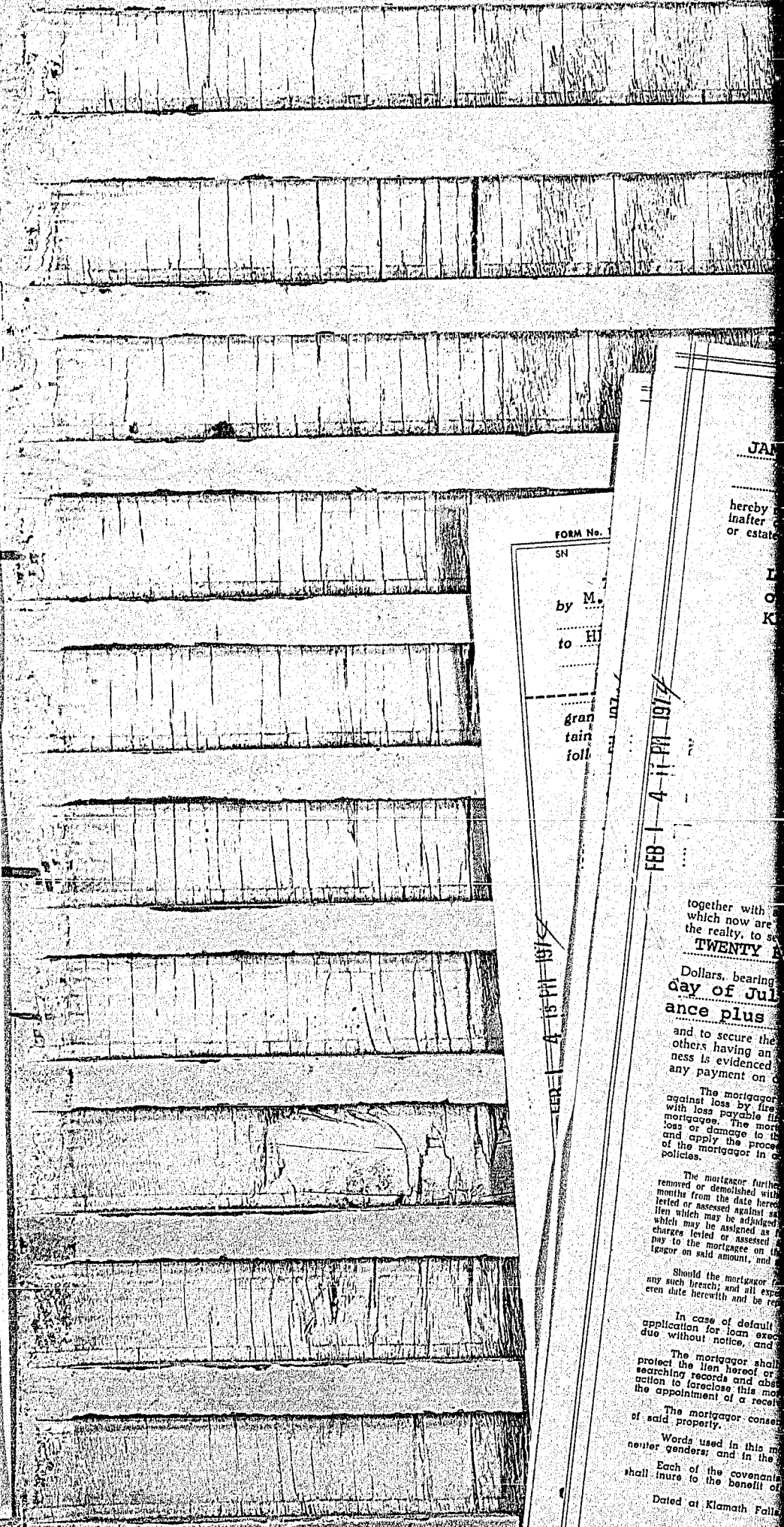
\$ 1,650.00 Klamath Falls, Oregon, January 31, 1974

I (or if more than one maker) we, jointly and severally, promise to pay to the order of CECILE L. GARRISON at Klamath Falls, Oregon

One Thousand Six Hundred Fifty & No/100ths (\$1,650.00) DOLLARS, with interest thereon at the rate of 8 percent per annum from date of note until paid, payable in monthly installments of not less than \$ 15.00 in any one payment; interest shall be paid monthly and ~~is included in~~ the minimum payments above required; the first payment to be made on the 15 day of March 1974, and a like payment on the 15 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.

/s/ LOUIS VAN DYKE

\*\*The entire balance, both principal and interest to be paid in full on or before the 1st day of February, 1979



FORM No. SN by M. to H. gran tain foll

FEB 1 4 11 PM 1974

together with which now are the realty, to be TWENTY Dollars, bearing day of July ance plus and to secure the others having an ness is evidenced any payment on The mortgagor with loss payable for mortgages. The mort loss or damage to us and apply the proc of the mortgagor in policies. The mortgagor further removed or demolished with months from the date hereof or assessed against a lien which may be assigned, charge levied or assessed may to the mortgagee as the igator on said amount, and Should the mortgagor any such breach; and all expen date herewith and be re In case of default application for loan recec due without notice, and The mortgagor shall searching records and ab action to foreclose this mo the appointment of a recet of said property. The mortgagor consen of said property. Words used in this m never vendors; and in the Each of the covenants shall inure to the benefit of Dated at Klamath Falls



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),

~~Cash for the purchase of a dwelling or for the purchase of a dwelling for the use of the mortgagor or for the purchase of a dwelling for the use of a member of the mortgagor's family.~~

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 CECILE L. GARRISON

and her 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 LOUIS VAN DYKE

his heirs or assigns.

Witness my hand this day of , 1974

*Sam Van Dyke*

\*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

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 1st day of FEBRUARY, 19 74 at 4:08 o'clock P.M., and recorded in book M 74 on page 1110 or as filing fee number 85693. Record of Mortgages of said County. Witness my hand and seal of County affixed.

WM. D. MILNE }  
COUNTY CLERK } Title  
By *Harold Davis* Deputy  
First Federal  
540 Marine  
City

FEE \$ 4.00

STATE OF OREGON, }  
County of Klamath } ss.

BE IT REMEMBERED, That on this 21 day of January, 19 74 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named LOUIS VAN DYKE

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he 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. Beecher*  
Notary Public for Oregon.  
My Commission expires 12-25-74

FORM No. SN  
by M.  
to H.  
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together with which now are the realty, to \$ TWENTY

Dollars, bearing day of July

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and to secure the others having an ness is evidenced any payment on

The mortgagor against loss by first with loss payable first mortgage. The mort and apply the proceeds of the mortgage in a policies.

The mortgagor further removed or demolished within months from the date hereof or assessed against said lien which may be adjudged, charges levied or assessed pay to the mortgagee on the tangor on said amount, and

Should the mortgagor in any such breach, and all expenses date herewith and be rep

In case of default application for loan over due without notice, and protect the lien hereof searching records and abstraction to foreclose this mort the appointment of a receiver of said property.

Words used in this mortgage shall inure to the benefit of Each of the covenants shall inure to the benefit of Dated at Klamath Falls