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28-6878

THIS INDENTURE WITNESSETH: That BARRY W. PURNELL and KATHRYN A. PURNELL, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of Two Thousand Seven Hundred and No/100ths Dollars (\$2,700.00), to them in hand paid, the receipt whereof is hereby acknowledged, ha. granted, bargained, sold and conveyed, and by these presents do grant bargain, sell and convey unto BILLY B. DAILEY and DELPHIA F. DAILEY, husband and wife,

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

PARCEL 1: That part of Lot 8 in Section 32 Township 38 South, Range 9 East of the Willamette Meridian, described as follows: Beginning at a point S. 65°26' East 135 feet from stone monument in center of the Northerly end of Conger Ave.; thence S. 57°44' East 99 feet along the East side of said Avenue; thence N. 48°28' East 80 feet along North side of Avenue; thence South 48°45' East 5 feet thence N. 41°15' East 24 feet; thence Northwest-erly to a point N. 23° 15' East 104 feet from the point of beginning; thence S. 23°15' West 104 feet to point of beginning.

PARCEL 2: Beginning at a point on the Northwest-erly line of Lot 5, Block 104 Buena Vista Addition to the City of Klamath Falls, Oregon, as shown on the duly recorded supplemental plat thereof, in the office of the County Clerk of Klamath County, Oregon, which point is North 48°28' East 80 feet; South 48°45' East 5.0 feet and North 41°15' East 24 feet from the most South-erly corner of C. R. Leighton property conveyed to him by deed recorded March 28, 1921, in Book 55 at page 518, thence North 41°15' East, along the Northwest-erly line of said Lot 5, to the Westerly line of California Avenue; thence North along the Westerly line of said California Avenue, 16.8 feet to the most Southerly corner of N. D. Ginsbach property as conveyed to him by deed recorded August 25, 1921 in Book 57 at page 125; thence following N.D. Ginsbach's Southerly lines, North 63°33' West 101.5 feet; thence North 15° 33' West 40.2 feet; thence West 30 feet; thence North 6 feet; thence leaving N. D. Ginsbach property line, West to the Southeast-erly line of Stan-ford Street; thence South 23°15' West to a point which is North 23°15' East 104 feet from the Northerly line of Conger Avenue, said point being the most Northerly corner of said C. R. Leighton property thence Southerly to the point of beginning, being apart of Lot 8 of Section 32 Township 38 South, Range 9 East of the Willamette Meridian.

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 BILLY B. DAILEY and DELPHIA F. DAILEY, 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 Seven Hundred and No/100ths Dollars (\$2,700.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 2,700.00 Klamath Falls, Oregon June 1, 1974  
I (or if more than one maker) we, jointly and severally, promise to pay to the order of BILLY B. DAILEY and DALPHA F. DAILEY, husband and wife, of Klamath Falls, Oregon Two Thousand Seven Hundred and No/100ths (\$2,700.00) DOLLARS, with interest thereon at the rate of 8 percent per annum from June 1, 1974 until paid, payable in monthly installments of not less than \$ 50.00 in any one payment; interest shall be paid monthly and the minimum payments above required; the first payment to be made on the 1st day of July 1974, and a like payment on the 1st day of 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.  
\* Strike words not applicable.

/s/ BARRY W. PURNELL  
/s/ KATHRYN A. PURNELL

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 on any part thereof as above provided, then the said BILLY B. DATLEY and DELPHA F. DATLEY, 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 BARRY W. PURNELL and KATHRYN A. PURNELL, husband and wife, their heirs or assigns.

Witness our hand this 1st day of June 1974

\*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 credit, at such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgage MUST comply with the Act and Regulation by making required disclosures; for this purpose, if the 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.

*Kathryn A. Purnell*

# MORTGAGE

(FORM No. 7)

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

TO

STATE OF OREGON.

County of KLAMATH  
I certify that the within instrument was received for record on the 10th day of JUN, 1974, at 3:52 o'clock P.M., and recorded in book 11 upon page 7137 or as filing fee number 69764.  
Record of Mortgages of said County.  
Witness my hand and seal of County affixed.

W. D. WILK

COUNTY CLERK

By *Kathryn A. Purnell* Deputy

Transcribed Title

600 Main

City

Attorney: W. A. Cole

RECORDED RETURN TO  
FEE \$ 4.00

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this day of June 1974, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named BARRY W. PURNELL and KATHRYN A. PURNELL, 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 March 21, 1977