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THIS INDENTURE WITNESSETH: That ROBERT F. FINNEMAN and JEAN A. FINNEMAN, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of Three Thousand Nine Hundred Eleven and 04/100 Dollars (\$3,911.04), 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 LAWRENCE I. WORLEIN and PAULINE D. WORLEIN, husband and wife,

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

The E 1/2 of Lots 1 and 2 in Block 62 of LAKEVIEW ADDITION TO THE CITY OF KLAMATH FALLS, Klamath County, Oregon.

SUBJECT TO: 1974-75 real property taxes which are now a lien, but not yet payable, and all future real property taxes and assessments; reservations, restrictions, easements and rights of way of record, and those apparent on the land, and, TRUST DEED, including the terms and provisions thereof, dated December 6, 1968, recorded December 6, 1968, in M-68 at page 10676, executed by Lawrence I. Worlein and Pauline D. Worlein, husband and wife, to Transamerica Title Insurance Company, trustee for beneficiary, United States National Bank of 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 LAWRENCE I. WORLEIN and PAULINE D. WORLEIN, husband and wife,

their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Three Thousand Nine Hundred Eleven and 04/100 Dollars (\$3,911.04) in accordance with the terms of that certain promissory note of which the

\$ 3,911.04 Klamath Falls, Oregon, July 1, 1974
LAWRENCE I. WORLEIN
and PAULINE D. WORLEIN, husband and wife,
and upon the death of any of them, then to the order of the survivor of them, at Klamath Falls, Oregon
THREE THOUSAND NINE HUNDRED ELEVEN AND 04/100 DOLLARS,
with interest thereon at the rate of 8 percent per annum from July 1, 1974 until paid, payable in
annual installments, at the dates and in the amounts as follows: The sum of \$1,000.00 on or
before July 1, 1975, and a like payment on or before the 1st day of each
July thereafter, with the right of prepayment at any time without penalty.

balloon payments, if any, will not be refinanced; interest to be paid annually and in addition to the payments above required; said payments shall continue until the whole sum hereof, principal and interest, has been paid; if any of said installments is not paid, all principal and interest shall 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 attorney's fees and collection costs of the holder hereof, and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

It is the intention of the parties hereto that the said payees do not take the title hereto as tenants 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 interest shall vest absolutely in the survivor of them.

* Strike words not applicable.

/s/ Robert F. Finneman
/s/ Jean A. Finneman

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Mortgage as

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),

և/՝ ինչպիսիք ցանկացած անհատի կամ ընտանիքի համար անհատական, տնային կամ գյուղատնտեսական նպատակներով:

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 LAWRENCE I. WORLEIN and PAULINE D. WORLEIN, 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 ROBERT F. FINNEMAN and JEAN A. FINNEMAN, husband and wife, their heirs or assigns.

Witness their hand s this 1st day of July, 19 74.

*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.

Robert F. Finneman
Jean A. Finneman

MORTGAGE

(FORM No. 7)
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

TO

STATE OF OREGON

ss.

County of KLAMATH

I certify that the within instrument was received for record on the

22nd day of JULY, 19 74,

at 3:42 o'clock P.M., and recorded

in book 174 on page 9117

or as file number 9117

Record of Mortgages of said County.

Witness my hand and seal of

County affixed.

W. D. WILE

COUNTY CLERK

Title

Deputy

By Hazel W. Wile

After Recording Return

7/19 P.M. 4.00

Att. Marlene

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 12th day of July, 19 74, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ROBERT F. FINNEMAN and JEAN A. FINNEMAN, 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

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

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