

91732

HOME REMODELING LOAN 28-0102

Vol. 24 Page 9596
INSTALMENT NOTE & MORTGAGE

First Federal Savings & Loan Association

Klamath Falls, Oregon

Loan No. 58

For value received, the undersigned promise to pay to the order of First Federal Savings & Loan Association of Klamath Falls, Klamath Falls, Oregon the amount stipulated herein or TIME BALANCE in equal monthly installments shown herein as MONTHLY PAYMENT beginning on the date set forth here in as FIRST PAYMENT DUE and on the same day of each month thereafter, together with interest from maturity at 8 percent per annum. Should any installment due hereunder become more than fifteen days past due, the undersigned shall pay to the holder thereof a late charge of five cents for each one dollar of such past due installment. Should any installment due hereunder become more than fifteen days past due, the holder hereof may declare any balance then owing due and payable. If suit or action be brought on this note, the undersigned agree to pay such costs and attorney's fees as the trial court may adjudge reasonable, and on appeal, if any, similar fees in the appellate court to be fixed by that court, and

AUG 6 1974

to secure the payment of this note, the undersigned hereby mortgages to the First Federal Savings & Loan Association of Klamath Falls, Klamath Falls, Oregon, the real property situated at:

425 North Fifth Street Klamath Falls Klamath County Oregon
Street City State

and more specifically described as:

That portion of Lot 5 in Block 46 of FIRST ADDITION to Klamath Falls, Oregon, more particularly described as follows, to-wit:

Beginning at the most Southerly corner of said lot 5, thence Northwesterly along the East line of Fifth Street a distance of 75 feet; thence Easterly at right angles to said Street a distance of 52.1 feet to the Easterly line of said lot; thence at right angles and Southeasterly along the Easterly line of said lot; thence at right angles back to the point of the corner from the point where the boundaries of the lots meet. Provided, that if undersigned shall pay the time balance herein above, plus twice of the interest upon this note, same shall be void, otherwise it shall remain in full force and effect. Upon default in any payment as set forth in the note above, the mortgagor may be foreclosed and the undersigned shall pay all costs, expenses and attorney's fees as the court may adjudge reasonable. The undersigned mortgagors hereby waive and release said property from any claim of homestead exemption which they may have.

I HAVE RECEIVED A COPY OF THIS DOCUMENT

George E. Whitman
BUYER Mortgagor Obligor

State of Oregon | ss. Date 8/2/74
County of Klamath | ss.

Personally appeared before me above named

George E. Whitman and Dolores R.
Whitman, husband & wife and acknowledge

lodged the foregoing instrument to be
act and deed. Before me:

Hank Dennis
Notary Public for Oregon

My Commission Expires: 5-14-76

I HAVE RECEIVED A COPY OF THIS DOCUMENT

Dolores R. Whitman
BUYER Mortgagor Obligor

STATE OF OREGON | ss.
County of | ss.

I hereby certify the above instrument was received for record on the day of
8/2/74 in the name of George E. Whitman and recorded in
book _____ on page _____
Pursuant to the laws of _____ County.
Witness my hand and seal of County affixed.

County Clerk Recorder
By _____ Deputy _____

9597

line of said lot a distance of 75 feet to the alley at rear of said lot;
thence at right angles in a Southwesterly direction along the Southerly
line of said lot a distance of 52.1 feet to the place of beginning.

Return
First Federal
540 Main
City

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of TRAVIS H. COOPER, Esq., on
this 16th day of APRIL A.D. 1974 at 1 o'clock P.M. and
July recorded in Vol. 21, Bl. 1, of DEEDS on Page 9596
Wm D. MILNE, County Clerk.

mp 34.00

By Hazel Hazel