91787 Vol 24 Page= 691-MORTGAGE-(Surv July ..., 19.74 ..., by THIS MORTGAGE, Made this ... 3.60 MARION H. OWENS and LUCILLE M. OWENS, husband and wife. 19 "Mortgagor, GILBERT A. BOTELHO and HAZEL L. BOTELHO, husband and wife, to . Mortéagees. WITNESSETH, That said mortgagor, in consideration of the sum of .-- - Twenty Thousand, and 00/100 - - - - - - -(\$ 20,000.00) Dollars 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, those certain premises situate in the County of Klamath and State of Oregon, and described as follows, to-wit: That portion of the S12SW14 of Section 16, Township 39 South, Range 9 East of the Willamette Meridian, lying East of Klamath Irrigation 学会な 1074 District Drain 1-G-2-A, Æ 2 0 8 5 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 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. This mortgage is intended to secure the payment of one certain promissory note in words and figures substantially as follows: July 8 19 74 \$ 20,000.00 MARREN FALLS, CLESCE I (or it more than one maker) we, jointly and severally, promise to pay to the order of Gilbert A. Botelho and Nº Kakar c/o-Pirst Federal Savings & Loan Asen Hazel L. Botelho, August as year 1975; and not less than \$1,962.00 on the 1st day of each July thereafter; Sector Street of balloon payments, if any, will not be refinanced; interest to be paid with principal and interest is included in the payments above re-quired; said payments shall continue until the whole sum hereol, principal and interest, has been paid; if any of said installments is not so 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 to collection, I/we promise to pay (1) holder's reasonable attorney's less and collection costs of the holder hereof, and if suit or action is liked hereon, also promise to pay (1) holder's reasonable attorney's less 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 rea-sonable attorney's fees in the appellate court. If 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 payres, the right to receive payment of the then unpaid balance of principal and in-terest shall vest absolutely in the survivor of them. * Strike werds net emplicable. All or any portion may be prepaid Strike words not explicable. All or any portion may be prepaid a/ Marion H. Owens without penalty. If the property is sold by Owens the full balance becomes due and payable, or if s/ Luc the land is put to any use other than agricultural use, the full balance, principal and interest, is due and payable. and the second secon s/ Lucille M. Owens and the second second Address of the second second A PERSON FORM No. 692-INSTALLMENT NOTE-Survivanhip. In construing this mortgage and the taid note, the word "survivor" shall include survivors, the term "mortgages" is user promoun shall be taken to maan and include the plural, the masculine, the leminine and the neuter, and all grammed and more than one the mortgages mamed above, it cill or both of them as living, and it not, then the survivor or the montgrand to mean the mortgages named above, it cill or both of them the living, and it not, then the survivor the montgrand to mean the mortgages named above, it cill or both of them the living, and it not, then the survivor the montgrand to mean the mortgages named above, it cill or both of them the living, and it not, then the survivor the interview of the parties herein that the survivor of this mortgages shall be hald by the said mortgages as join in the interview of the proceeds of the losan represented by the shore the manage the mand on said morte as well as no the mortgages shall vest forthem in the survivor of them. The mortgages warrants thes the proceeds of the losan represented by the shore described nots and this mortfage are: (a) minimity for mortgages result was the destine of them the subove described nots and this mortfage are (b) for an organization or (even it mortgages is a satural person) are for business or commercial purposes other ALT TON mis to and with the murifadees, and their successors in interest, that he

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9662 and will warrant and forever defend the same against all persons; that he will pay said mote(s), principal and interest, according to the terms thereof; that while any said potential of said note(s) remains unpaids the will pay are described, when due and psyshie and he premises, or any part thereof, supprior to searce definit promptly pay and sailisly any and all llems or events that are or may become item on the premises, or any part thereof, supprior no the distribution of this inortégés; that he will keep the buildings now on or which may be arealise to a search premise insured in lawor of the mort-time is an of this inortégés; that he will keep the buildings now on or which may be arealise to a search on a linured in lawor of the mort-time is a company or companies are uplable to the mortégéses and will have all policies of insurance on said property made payable to the mortégéses are in a company or companies are uplable to the mortégéses and will have all policies of insurance on said property made payable to the mortégéses and in a company or companies are uplated to the mortégéses and will have all policies of insurance on said property made payable to the mortégéses are ind improvements it aid mortégésor shall keep and periods the mortégéses as constant and shall pay in ote(s) according to its terms, this onveyance and the payment if its mortégés and and will not covenants here in contained and shall pay in the well mortégéses at any and will and the mortégéses and ball have any to payment or to parlorm appoint on declare the whole amount unpaid haid and infa indic to foreclose any lies on said premises, or any pay at thereof, the mortégése any pay and the mortégése at any time while the mortégés at once due and payse or insurance premium as above provide and shall beer interest at their optice as all have all policies of the mortégés at any lime thereaties. And if the same taxes due and the payment or for taxes or charges or any lies, enhance a pay tor the mortégése and any time thereaties. And if e ni day and year) first above IN WITNESS WHEREOF, said mortgagor has hereunto set his hand X written. ille 経済 *IMPORTANT NOTICE: Delete, by lining out, whichever warranty [a] or (b) is not applicable; if warranty [a] is applicable, the martgages MUST 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 lian to finance the purchase of a dwelling, use S-N Form No. 1305 or lian 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. W. Star CHAM. as Title 11-482 Deput 5 MORTGAGE (Survivorship) ပိ within 787 and de la s of sa hand KLA NATH page the Σ County of KIAMAT I certify that the ment was received for 3th day of AMB 3th day of AMB at 12; 19, o'clock P. M in book M. Th. on pag tiling fee number Record of Mortgages of Witness my ha Bull STATE OF OREGON, 5 N. **MELTIN** ź ę S → D. IIIN 4 FOZM đ TTY 5 2 BY 8 $T U^{1}$ E STATE OF OREGON, and the second second second second second 172 1 200 known to me to be the identical individual B described in and who executed the within instrument and acknowledged to me that they executed the same for the purposes therein contained. IN TESTIMONY WHEREOF, I have hereunto set my hand and attized my official seal the day and year last above written. Jullen 2 和當 :5 0 S Notary Public for Oregon ni 8, 1974 (SB21) My commission expires... 100

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