

92663

FORM No. 7—MORTGAGE—Short Form

Vol. 11/14 Page 1178

THIS INDENTURE WITNESSETH: That PEYTON & CO., an Oregon corporation, and HAROLD M. RUSH, of the County of Klamath, State of Oregon, for and in consideration of the sum of FIFTEEN THOUSAND AND NO/100 Dollars (\$15,000.00), 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 DONALD G. KAUFFMAN,

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

Lot 13, Block 42, HOT SPRINGS ADDITION
to the City of Klamath Falls, 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 mortgagee,

his heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of FIFTEEN THOUSAND AND NO/100 Dollars (\$15,000.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 15,000.00 Klamath Falls, Oregon, September 1, 1974
The undersigned corporation promises to pay to the order of DONALD G. KAUFFMAN at Portland, Oregon,
FIFTEEN THOUSAND AND NO/100 DOLLARS,
with interest thereon at the rate of 9 percent per annum from date until paid,
payable in monthly installments of not less than \$ 135.00 in any one payment; interest shall be
paid monthly and ~~minimum~~ the minimum payments above required; the first payment
to be made on the 1st day of November, 1974, and a like payment on the 1st
day of each month thereafter, until the whole sum, principal and interest, has been paid; if any of said
installments is not so paid, the whole sum of both 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, the under-
signed promises and agrees to pay the reasonable collection costs of the holder hereof; and if suit or action is filed
hereon, also promises to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any ap-
peal 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.

PEYTON & CO.
By DORIS A. PEYTON Secretary By C. P. PEYTON President
s/ HAROLD M. RUSH
Harold M. RUSH

No.
* Strike words not applicable.

FORM No. 101—INSTALLMENT NOTE—CORPORATION (Oregon UCC)

SEP 4 12 25 PM '74

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 to the Homeowner)~~,
 (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 or any part thereof as above provided, then the said mortgagee

and his 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 mortgagors, their successors, heirs or assigns.

Witness OUR hand S this 1st day of September, 1974

*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.

PEYTON & CO.

By C. P. Peyton President
 By Carol A. Peyton Secretary

STATE OF OREGON } ss. August 23, 1974
 County of Klamath }

Personally appeared C. P. PEYTON and DORIS A. PEYTON, who, being first duly sworn, did say that they are the President and Secretary, respectively, of PEYTON & CO., an Oregon corporation, and that the foregoing Mortgage was signed in behalf of said corporation by authority of its board of directors; and they acknowledged said Mortgage to be its voluntary act and deed.

Before me:

Dorcas Baldwin
 NOTARY PUBLIC FOR OREGON
 My commission expires May 13, 1977

STATE OF OREGON, } ss.
 County of Multnomah }

BE IT REMEMBERED, That on this 28th day of August, 1974, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named HAROLD M. RUSH,

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.

[Signature]
 Notary Public for Oregon.
 My Commission expires

My Commission Expires May 23, 1977

STATE OF OREGON; COUNTY OF KLAMATH, ss.

Filed for record at request of Tomkon, Tom & Helen

this 11th day of Sept. A. D. 1974, at 12:15 o'clock P. M., and duly recorded in Vol. M-71 of Misc. on Page 11780

WM. D. MILNE, County Clerk

By [Signature] Deputy