

88-7594

92688

Vol. 74 Page 11813

THIS INDENTURE WITNESSETH: That A. H. SCHMECHEL and ROBERTA L. SCHMECHEL, husband and wife of the County of Klamath, State of Oregon, for and in consideration of the sum of Seven thousand six hundred seven and 27/100 Dollars (\$7,607.27) to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant bargain, sell and convey unto WAYNE E. PHILLIPS and HELEN PHILLIPS, husband and wife,

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

Lot 5 in Block 4 in HILLSIDE 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; TRUST DEED, including the terms and provisions thereof, dated June 26, 1973, recorded June 28, 1973 in Book M-73 at page 8220, Microfilm Records, given to secure the payment of \$22,400.00, with interest thereon and such future advances as may be provided therein, executed by Wayne E. Phillips and Helen J. Phillips, husband and wife, to Transamerica Title Insurance Co., trustee for beneficiary, First 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 WAYNE E. PHILLIPS and HELEN PHILLIPS, husband and wife,

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Six Thousand Eight Hundred Thirty and 90/100 (\$6,830.90) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

Klamath Falls, Oregon, August 19 74
Five (5) years after date, I (or if more than one maker) we, jointly and severally, promise to pay to the order of Wayne E. Phillips and Helen Phillips, husband and wife, and upon the death of any of them, then to the order of the survivor of them, or Seven thousand six hundred seven and 27/100 DOLLARS, with interest thereon at the rate of 9 percent per annum from date hereof until paid; interest to be paid monthly and if 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 the reasonable attorney's fees and collection costs of the holder hereof; and if a suit or an action is filed hereon, I we also promise to pay (1) the 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.

Payments to be made on the 5th of each month beginning September 5th, 1974 and continuing to maturity.

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 the purchase of real property for the use of the mortgagor or for the use of the mortgagor's family or household.

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 **Wayne E. Phillips and Helen Phillips**

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 **A. H. SCHMECHER and ROBERTA SCHMECHER,** their heirs or assigns.

Witness their hand this 19th day of August, 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, at 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. 1303 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

MORTGAGE

(FORM No. 7)

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

TO

STATE OF OREGON

County of Klamath } ss.
I certify that the within instrument was received for record in the 4 day of Sept, 19 74, at 3:53 o'clock P.M., and recorded in book M-74 on page 11813 or as file number 92688. Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk Title Deputy

AFTER RECORDING RETURN TO 4.00

Transcribed

Attn: Judy

OREGON
STATE OF ~~Oregon~~, ~~Oregon~~

County of Klamath } ss.

BE IT REMEMBERED, That on this 19th day of August, 1974, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **A. H. SCHMECHER and ROBERTA SCHMECHER**

known to me to be the identical individual 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.

Judy B. Pubols
Notary Public for ~~Oregon~~ ~~Oregon~~
My Commission expires 8-12-77 OREGON