

A-25012

FORM No. 105A—MORTGAGE—One Page Long Form

93672 COVER MORTGAGE #s 6112 & 6113

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Vol. 74 Page 13131

THIS MORTGAGE, Made this 4th day of October, 1974,
by BARRY W. PURNELL and CATHRYN A. PURNELL, husband and wife
AKA KATHRYN A. Mortgagor,
to PACIFIC WEST MORTGAGE CO., an Oregon corporation Mortgagee,

WITNESSETH, That said mortgagor, in consideration of EIGHT THOUSAND AND NO/100
Dollars, to him paid by said mortgagee, does hereby
grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that cer-
tain real property situated in Klamath County, State of Oregon, bounded and described as
follows, to-wit:

Lot 15 and the W1/2 of Lot 14 in Block 1 of RIVERVIEW SECOND ADDITION,
according to the official plat thereof on file in the office of the
County Clerk of Klamath County, Oregon.

OCT 7 4 11 PM 1974

\$ 4,000.00 October 4, 1974
I (or if more than one maker) we, jointly and severally, promise to pay to the order of
PACIFIC WEST MORTGAGE
CO., an Oregon corporation at Astoria, Oregon DOLLARS,
FOUR THOUSAND AND NO/100
with interest thereon at the rate of 9-3/4 percent per annum from
monthly installments, at the dates and in amounts as follows: Not less than the sum of \$52.31
in any one payment; the first payment to be made on or before the
day of 1974, and a like payment on or before the
day of each month thereafter until when any remaining principal
plus accrued interest shall be due and payable.

balloon payments, if any, will not be refinanced; interest shall be paid
the payments above required, which shall continue until this note, principal and interest, is fully paid; if any of said installments is not
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 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.

/s/ Barry W. Purnell

/s/ Cathryn A. Purnell
AKA KATHRYN A.

FORM No. 108—INSTALLMENT NOTE (in odd amounts)

\$ 4,000.00 October 4, 1974
I (or if more than one maker) we, jointly and severally, promise to pay to the order of
PACIFIC WEST MORTGAGE
CO., an Oregon corporation at Astoria, Oregon DOLLARS,
FOUR THOUSAND AND NO/100
with interest thereon at the rate of 9-3/4 percent per annum from
monthly installments, at the dates and in amounts as follows: Not less than the sum of \$52.31
in any one payment; the first payment to be made on or before the
day of November, 1974, and a like payment on or before the
day of each month thereafter until 10-4-79 when any remaining principal
plus accrued interest shall be due and payable.

balloon payments, if any, will not be refinanced; interest shall be paid
the payments above required, which shall continue until this note, principal and interest, is fully paid; if any of said installments is not
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 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.

/s/ Barry W. Purnell

/s/ Cathryn A. Purnell
AKA KATHRYN A.

FORM No. 108—INSTALLMENT NOTE (in odd amounts)

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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 an organization or (even if mortgagor is a natural person) are for business or commercial purposes other than agricultural purposes.

Now, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void, but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein, or if a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at his option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action, and if an appeal is taken from any judgment or decree entered therein mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagee respectively.
 In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.
 In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if the mortgagee is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagee MUST remedy is defined in 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.

MORTGAGE

(FORM No. 18A)

BARRY W. PURNELL et ux

TO

PACIFIC WEST MORTGAGE CO.

STATE OF OREGON,

County of CLATSOP

I certify that the within instrument was received for record on the 7th day of OCTOBER, 1974, at 1:11 o'clock P.M., and recorded in book 774 on page 13131 or as file number 93679. Record of Mortgages of said County. Witness my hand and seal of Court & affixed.

D. D. HUNTER

By *Hand J. Dargie* Deputy
 Title
 \$ E \$6.00

PACIFIC WEST MORTGAGE CO.
 P.O. Box 497
 Stayton, Or 97383
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STATE OF OREGON

County of *Clatsop*

BE IT REMEMBERED, That on this 4th day of October, 1974, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named BARRY W. PURNELL and CATHRYN A. PURNELL.

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.

Donald J. Hunter
 Notary Public for Oregon.
 My Commission expires 3-3-75