

93680

THIS INDENTURE WITNESSETH: That Allen A. Sailer and Mildred A. Sailer

of the County of Klamath, State of OREGON, for and in consideration of the sum of  
Twenty one Hundred Dollars (\$ 2100.00 ), 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  
Pyramid Enterprises Inc.

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

Portions of the SW Quarter / NE Quarter  
Section 31 Township 39 - Range 12

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

Pyramid Enterprises Inc.

its heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of  
 (\$ 2100.00 ) in accordance with the terms of that certain promissory note Dollars  
 following is a substantial copy:

\$ 2100.00 Klamath Falls, Oregon 9-17-74  
 I (or if more than one maker) we, jointly and severally, promise to pay to the order of  
Pyramid Enterprises, INC.

Twenty one hundred dollars-----DOLLARS.  
 with interest thereon at the rate of 5 % percent per annum from above date until paid, payable in  
one installments of not less than \$ 2100.00 in any one payment, interest shall be paid

in addition to the minimum payments above required, the first payment to be made on the 10th day of October  
1977 and a 10th payment on the 10th day of October, 1977, thereafter, until the whole sum, principal and  
 interest has been paid; if any of said installments is not so paid, the principal and interest to become immediately due and payable 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 holder's  
 reasonable attorney's fees and collection costs, even though no suit or action is filed hereon. However, if a suit or an action is filed, the  
 amount of such reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal therein,  
 is tried, heard or decided.

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 for a mortgagee in a natural person) and 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 There 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 Mortgagee heirs or assigns.

Witness my hand and seal this 17 day of Sept, 1977  
Notary Public

\*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, the mortgagee MUST comply with the Truth-in-Lending Act and Regulation Z by making required disclosures; for this purpose, if this instrument is to be a FIRST lien 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.

# MORTGAGE

(Form No. 7)

NOTARY PUBLIC FOR THE STATE OF OREGON

TO

STATE OF OREGON,

County of Clatsop

I certify that the within instrument was received for record on the 17 day of Sept, 1977, at 11:51 a.m., and recorded in Book 13134 Page 1 of said County.

Witness my hand and seal of said County.

CLATSOP COUNTY

NOTARY PUBLIC

TITLE

By Notary Public

STATE OF OREGON,

County of Clatsop

BE IT REMEMBERED, That on this 17 day of Sept, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Notary Public

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.

Notary Public for Oregon.

My Commission expires Sept 1977