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THIS INDENTURE WITNESSETH: That JAMES B. CONROY and MARJORIE M. CONROY, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of TWELVE THOUSAND AND NO/100 ----- Dollars (\$12,000.00), 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 ERWIN L. BROWER and VIRGINIA T. BROWER, husband and wife,

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

Lot 25 and the Westerly 15 feet of Lot 26, Block 309, DARROW ADDITION to the City of Klamath Falls, Oregon. SUBJECT TO: (1) Easements and rights of way of record and apparent on the ground. (2) Mortgage in favor of First Federal Savings & Loan Association of Klamath Falls, Oregon, recorded January 7, 1969, in Book M-69, Page 155, Microfilm Records of Klamath County, 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 ERWIN L. BROWER and VIRGINIA T. BROWER, husband and wife,

their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of TWELVE THOUSAND AND NO/100 ----- Dollars (\$12,000.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

PROMISSORY NOTE

\$12,000.00

Klamath Falls, Oregon November ____, 1974

We, jointly and severally, promise to pay to the order of ERWIN L. BROWER and VIRGINIA T. BROWER, husband and wife, or to their survivor, at Klamath Falls, Oregon, TWELVE THOUSAND AND NO/100 DOLLARS, with interest thereon at the rate of 8% per annum from November 10, 1974, until paid, payable as follows: Interest only for the first five years, payable each November 10 commencing November 10, 1975; commencing November 10, 1980, this note shall be payable in annual installments of not less than \$2,900.00 in any one payment, including accrued interest on the unpaid balance; the first annual installment on principal shall be made on the 10th day of November, 1980, and a like payment on the 10th day of each November thereafter, until the whole sum, principal and interest, has been paid; provided, however, that the total of principal and interest shall be paid on or before November 10, 1984. 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 for collection, we promise and agree to pay holder's reasonable attorney fees and collection costs, even though no suit or action is filed hereon; however, if suit or action is filed, the amount of such reasonable attorney fees shall be fixed by the court, or courts, in which the suit or action, including any appeal thereon, is tried, heard or decided.

JAMES B. CONROY

MARJORIE M. CONROY

RECEIVED NOV 12 1974

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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 or 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 mortgagees

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 James B. Conroy and Marjorie M. Conroy, husband and wife, their heirs or assigns.

Witness our hands this day of November, 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. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Ness Form No. 1306, or equivalent.

James B. Conroy
Marjorie M. Conroy

MORTGAGE

STEVENS-NESS LAW FIRM, CO., PORTLAND, ORE.
(FORM No. 7)

TO

STATE OF OREGON,
County of Klamath ss.

I certify that the within instrument was received for record on the 12th day of NOVEMBER, 1974, at 3:00 o'clock P.M., and recorded in book M 74 on page 11545. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

COUNTY CLERK Title.

By *Erwin Brower* Deputy.

AFTER RECORDING RETURN TO

Erwin Brower
4408 Lombard St.
Klamath Falls, Ore.

FEE \$ 1.00

STATE OF OREGON,

County of Klamath ss.

BE IT REMEMBERED, That on this day of November, 1974, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JAMES B. CONROY and MARJORIE M. CONROY, husband and wife,

known to me to be the identical individual(s) 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.

Erwin Brower
Notary Public for Oregon.
My Commission expires June 15, 1975

Return to
Erwin Brower
4408 Lombard
Klamath Falls, Oregon 97601