

95954

Vol. *m* 74 Page 16172

THIS INDENTURE WITNESSETH: That C. A. WINETROUT, III and LINDA WINETROUT, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of Six Thousand and NO/100ths Dollars (\$ 6,000.00), 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 JUNE COLE

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

The Northerly 60 feet and the Westerly 150 feet of the Southerly 85.44 feet of Lot E, Subdivision of ENTERPRISE TRACT NO. 24, in NW 1/4 of Section 3, Township 39 South, Range 9 East of the Willamette Meridian. ALSO starting at the Northwest corner of Section 3, Township 39 South, Range 9 East of the Willamette Meridian; thence South 00° 00 1/2' East along the Westerly boundary of said Section 3, 826.8 feet, more or less, to its intersection with a line parallel with and 75.0 feet distant at right angles Northeasterly from the center line of the Klamath Falls-Lakeview State Highway, also known as South Sixth Street, as the same is now located and constructed, said parallel line being also the Northerly right of way line of said Highway; thence South 55° 52 1/2' East along said right of way line 2192.4 feet, more or less, to an iron peg marking the Southwesterly corner of that certain tract of land conveyed to Swan Lake Moulding Company by deed dated May 16, 1968, and recorded in Volume M-68 at page 4736 of Klamath County Deed Records from which peg a cross chisled in the concrete sidewalk bears South 34° 07 1/2' West 10.0 feet; thence North 34° 07 1/2' East at right angles to Sixth Street 150.0 feet to an iron peg and the true beginning point of this description; thence South 55° 52 1/2' East 73.52 feet to an iron peg in the East line of Enterprise Tract No. 33A; thence North 00° 21 1/2' East 132.36 feet along said East line to an iron peg; thence South 34° 07 1/2' West 109.92 feet to the place of beginning.

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 JUNE COLE

her heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Six Thousand and No/100ths Dollars (\$ 6,000.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

INSTALLMENT NOTE IS ATTACHED HERETO AND MADE A PART HEREOF

DEC 23 1974
Klamath County

2:50 pm

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),

[illegible]

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 JUNE COLE

and _____ HER _____ 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 C. A. WINETROUT, III and LINDA WINETROUT, _____ their _____ heirs or assigns. husband and wife, _____

*Note: There is a certain Mortgage, including the terms and provisions thereof, dated June 14, 1974, recorded June 26, 1972 in Book M-72 at page 6930, Microfilm Records, given to secure the payment of \$180,000, with interest thereon and such future advances as may be provided therein, executed by C. A. Winetrout III and Linda Winetrout, husband and wife, to Equitable Savings and Loan Association, an Oregon corporation, covering additional property.

Witness our hand S. this 21st day of NOVEMBER, 19 74.

***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.

of NOVEMBER 6, 1977
C. W. T. T. T.
Lincoln University

MORTGAGE

[FORM No. 7]

To

STATE OF OREGON,

County of
 I certify that the within instru-
 ment was received for record on the
 day of 19.....
 at o'clock M., and recorded
 in book on page or as
 filing fee number
 Record of Mortgages of said County.
 Witness my hand and seal of
 County affixed.

Title.

deputy.

AFTER RECORDING RETURN TO

By

STATE OF OREGON,

County of.....Klamath

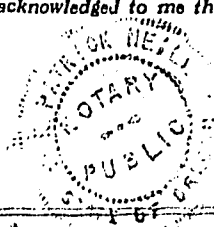
BE IT REMEMBERED, That on this 21st day of NOVEMBER, 19 74,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named C. A. WINETROUT, III and LINDA WINETROUT, husband and wife,

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.

Notary Public for Oregon

My Commission expires.....10-3-78



16174

INSTALLMENT NOTE

\$6,000.00

Eugene, Oregon

NOVEMBER 21, 1974

We, promise to pay to the order of June Cole at Klamath Falls, Oregon, Six Thousand and No/100ths (\$6,000.00) Dollars, bearing no interest; payable in monthly installments of \$100.00 per month, the first payment to be made on the 5th day of January, 1975, and a like payment on the 5th day of each month thereafter, until the entire sum has been paid. All or any portion herein may be prepaid without penalty. The holder of this note will not bring suit or action on this note without first giving makers thirty (30) days written notice, within which thirty days makers may cure said delinquency by making the delinquent monthly payment. All delinquent payments will carry interest at the rate of 10 percent per annum. In case suit or action is instituted to collect this note or any part thereof, makers promise to pay such additional sum as the court may adjudge reasonable as attorneys' fees in addition to costs, in said suit or action or on appeal therefrom.

C. G. W. T. H.

Ref: Vandenberg & Brandness
411 Pine
K Falls Ore

Linda Jo Winitz

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Vandenberg & Brandness

this 23rd day of DECEMBER A. D., 1974 at 2:50 o'clock P. M., and duly recorded in
Vol. 1174 of MORTGAGES on Page 16172

FEE \$ 6.00

WM. D. MILNE, County Clerk

By W. D. Milne Deputy