

98781

THIS INDENTURE WITNESSETH: That JACK H. ROBERTS AND KARIN W. ROBERTS, HUSBAND AND WIFE, of the County of Klamath, State of Oregon, for and in consideration of the sum of THREE THOUSAND AND NO/100 Dollars (\$3,000.00), to them in hand paid, the receipt whereof is hereby acknowledged, ha granted, bargained, sold and conveyed, and by these presents do grant bargain, sell and convey unto C. P. Peyton and Doris A. Peyton, 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 1o2, MERRYMAN'S REPLAT OF VACATED PORTION OF OLD ORCHARD MANOR, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. SUBJECT TO: (1) 1974-75 real property taxes which are now a lien but mot yet due and payable. (2) Liens and assessments of KlamathProject and Klamath Irrigation District, and regulations, easements, contracts, water and irrigation rights in connection therewith. (3) Reservations and restrictions contained in the dedication of Merryman's Replat of Vacated Portion of Old Orchard Manor. (4) Building Restrictions as shown on the plat of Merryman's Replat of Vacated Portion of Old Orchard Manor. (5) Twenty-foot building set-back line as shown on the plat of Merryman's Replat of Vacated Portion of Old Orchard Manor.

RECEIVED
9:30 am

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 C. P. PEYTON AND DORIS A. PEYTON, husband and wife, their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of THREE THOUSAND AND NO/100 Dollars (\$ 3,000.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 3,000.00... after date, I (or if more than one maker) we jointly and severally promise to pay to the order of C. P. PEYTON AND DORIS A. PEYTON, husband and wife, at Klamath Falls, Oregon, DOLLARS, with interest thereon at the rate of 2 % per annum from date until paid; interest to be paid and if not so paid, all principal and interest, at the option of the holder of this note, to become immediately due and collectible. Any part hereof may be paid at any time. 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; 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.

Jack H. Roberts
Karin W. Roberts

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, 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 **C. P. PEYTON AND DORIS A. PEYTON, husband and wife,**

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 **JACK H. ROBERTS AND KARIN W. ROBERTS, husband and wife, their** heirs or assigns.

Witness our hands this 19th day of February, 19 75.

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgage 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.

Jack H. Roberts
Karin W. Roberts

MORTGAGE
(FORM No. 7)

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

TO

STATE OF OREGON

County of **KLAMATH**

I certify that the within instrument was received for record on the **21st day of FEBRUARY, 19 75**, at **9:30 o'clock A.M.**, and recorded in book **M. 75** on page **2129** or as file number **98281**.
Record of Mortgages of said County.
Witness my hand and seal of County affixed.

WM. D. MILNE

COUNTY CLERK

Title.

By *Elizabeth J. Peyton* Deputy.

AFTER RECORDING RETURN TO

Mr. C. P. Peyton
P. O. Box 1030
Klamath Falls, Oregon 97601

FEE \$ 4.00

STATE OF OREGON,

County of **KLAMATH**

BE IT REMEMBERED, That on this **19th** day of **February**, 19 **75**, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **JACK H. ROBERTS AND KARIN W. ROBERTS, 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.

Donald V. Brown

Notary Public for Oregon.
My Commission expires **11-12-78**

