

2714

Vol. 25 Page 7974

THIS INDENTURE WITNESSETH: That WILLIAM C. FRIDINGER and ELIZABETH M. FRIDINGER, husband and wife of the County of Klamath, State of Oregon, for and in consideration of the sum of TEN THOUSAND - - - - - 00/100 Dollars (\$10,000.00), to 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 GENE ROBERT DeLAP and EVELYN MARIE DeLAP, husband and wife or the survivor thereof of the County of Klamath, State of Oregon, the following described premises situated in Klamath County, State of Oregon, to-wit:

Beginning at an iron pin which lies West along the Section line a distance of 1398.6 feet and North 4° 00' West a distance of 56.5 feet and North 64° 07' West a distance of 42.2 feet and North 26° 41' West a distance of 63 feet and North 19° 22' West a distance of 268.2 feet and North 23° 38' West a distance of 231.1 feet from the iron pin which marks the quarter section corner common to Sections 1 and 12, Township 38 South, Range 8 East of the Willamette Meridian, and running thence North 27° 23' West a distance of 251.15 feet to an iron pin; thence South 88° 04' East a distance of 111.1 feet to an iron pin; thence South 58° 09' East a distance of 77.7 feet to an iron pin; thence South 35° 25' East a distance of 80.9 feet to an iron pin; thence South 10° 22' West a distance of 62.45 feet to an iron pin; thence South 62° 22' West a distance of 109.7 feet, more or less, to the point 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 GENE ROBERT DeLAP and EVELYN MARIE DeLAP, husband and wife or the survivor thereof heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of TEN THOUSAND - - - - - 00/100 Dollars (\$10,000.00) in accordance with the terms of A certain promissory note of which the following is a substantial copy:

\$ 10,000.00 June 1975
I (or if more than one maker) we, jointly and severally, promise to pay to the order of GENE ROBERT DeLAP and EVELYN MARIE DeLAP, husband and wife or the survivor thereof at Klamath Falls, Oregon TEN THOUSAND - - - - - 00/100 DOLLARS, with interest thereon at the rate of 8 percent per annum from July 15, 1975 until paid, payable in quarterly installments of not less than \$ 1,000.00 in any one payment; interest shall be paid on the unpaid balance each third succeeding month 15th day of October 1975, and a like payment on the 15th day of month until the whole sum, principal and interest has been paid; if any of said installments is not so 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 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.
* Strike words not applicable.

William C. Fridinger
Elizabeth M. Fridinger

5032

RECEIVED JUL 14 1975

7975

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 GENE ROBERT DeLAP and EVELYN MARIE DeLAP, husband and wife or the survivor thereof

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 WILLIAM C. FRIDINGER and ELIZABETH M. FRIDINGER, husband and wife heirs or assigns.

Witness their hands and seal this 25 day of June, 1975

DONE IN THE PRESENCE OF

William C. Fridinger (SEAL)
Elizabeth M. Fridinger (SEAL)

MORTGAGE

(FORM No. 7)

STEVENS LAW FIRM, P.C., PORTLAND, ORE.

TO

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 14th day of JULY, 1975, at 3:25 o'clock P.M., and recorded in book M. 75 on page 7974. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

N. D. MILNE

County Clerk-Recorder.

By Hazel May Deputy.

AFTER RECORDING RETURN TO

FEE \$ 6.00

Del Porter City
209 Downing St
City

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 25 day of June, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named WILLIAM C. FRIDINGER and ELIZABETH M. FRIDINGER, husband and wife, 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.

Jonathan T. Ham
Notary Public for Oregon
My Commission expires 11-15-75