

4128

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THIS INDENTURE WITNESSETH: That Joe W. Harrison & Dorothy F. Harrison (Husband & Wife) of the County of Douglas, State of Oregon, for and in consideration of the sum of Two Thousand & Fifty-Four .03 Dollars (\$2,054.03), 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 Dougco Municipal Employees Federal Credit Union P. O. Box 131, Roseburg, Ore. 97470 of the County of Douglas, State of Oregon, the following described premises situated in Klamath County, State of Oregon, to-wit:

10 Acres in Klamath County, Oregon Sec. 32 Twp 35 Rge 13 SE4SW4SE4

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 Dougco Municipal Employees Federal Credit Union

heirs and assigns forever. THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Two Thousand & Fifty-Four .03 Dollars (\$2,054.03) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

Said mortgagor promises to pay said note, Principal & interest according to terms of note: To keep free of any liens that might be superior to this mortgage.

\$2,054.03

December

6, 1974

The undersigned corporation promises to pay to the order of Dougco Municipal Employees Federal Credit Union at Courthouse Two Thousand & Fifty-Four .03 DOLLARS, with interest thereon at the rate of 12 percent per annum from December 6, 1974 until paid, payable in 36 installments of not less than \$68.23 in any one payment; interest shall be paid is included in and * in addition to the minimum payments above required; the first payment to be made on the 6th day of January, 1975, and a like payment on the 6th day of February 1975 thereafter, until the whole sum, principal and interest, has been paid; if any of said installments is not so paid, the whole sum of both 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, the undersigned promises and agrees to pay the reasonable collection costs of the holder hereof; and if suit or action is filed hereon, also promises to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

By _____
President

By _____
Secretary

No.

* Strike words not applicable.

9880-17

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 any other purpose or for any other purpose if the mortgagor is a natural person, 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 Dougco Municipal Employees Federal Credit Union

and its 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 Joe W. Harrison & Dorothy F. Harrison heirs or assigns.

Witness Our hand 5 this 6th day of December, 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, 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.

Joe W. Harrison
Dorothy F. Harrison

MORTGAGE

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

Joe W. Harrison &
Dorothy F. Harrison
to
Dougco Municipal Employees
Federal Credit Union
P. O. Box 131
Roseburg, Oregon 97470

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 25th day of AUGUST, 1975, at 12:20 o'clock P.M., and recorded in book M 75 on page 9880 or as file number 4128

Record of Mortgages of said County. Witness my hand and seal of County affixed.

WM. D. MILNE

COUNTY CLERK

By Hazel D. Dwyer, Deputy

AFTER RECORDING RETURN TO

FEE \$ 6.00

Dougco Municipal Employees
Federal Credit Union
P. O. Box 131
Roseburg, Oregon 97470

STATE OF OREGON,

County of Douglas

ss.

6th December 74

BE IT REMEMBERED, That on this day of 19 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Joe W. Harrison & Dorothy F. Harrison

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that 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.

Madeline Cassin

Notary Public for Oregon.

My Commission expires 13, 1978