

THIS INDENTURE WITNESSETH: That Shirley K. Driscoll  
 of the County of Klamath, State of Oregon, for and in consideration of the sum of  
 Three Hundred Fifty and No/100 Dollars (\$ 350.00 ), to her  
 in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and  
 by these presents does grant bargain, sell and convey unto Crane & Bailey, Attorneys at Law

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

Lots 17B and 18B of Lakeshore Gardens

RECEIVED  
 SEP 8 1975  
 4:50 pm

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 Crane & Bailey

heirs and assigns forever.  
 THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Three  
 Hundred Fifty and No/100 Dollars (\$ 350.00 ) in accordance with the terms of that certain promissory note of which the  
 following is a substantial copy:

\$ 350.00 Klamath Falls, Oregon August 28, 1975

I (or if more than one maker) we, jointly and severally, promise to pay to the order of  
 Crane & Bailey, Attorneys at Law

Three Hundred Fifty and No/100 at Klamath Falls, Oregon DOLLARS,

with interest thereon at the rate of percent per annum from until paid, payable in  
 monthly installments of not less than \$ 25.00 in any one payment; interest shall be paid and  
 the minimum payments above required; the first payment to be made on the 1st day of October  
 1975, and a like payment on the 1st day of each month thereafter, 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.

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled prin-  
 cipal payment becomes due, to-wit: January 1, 1977



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 Crane & Bailey

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 Crane & Bailey heirs or assigns.

Witness my hand this 28th day of August, 19 75

*Shirley K. Driscoll*

\*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 credit, 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.

# 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 3rd day of September, 19 75, at 4:50 o'clock P.M., and recorded in book M5 on page 10377 or as file number 4477.  
 Record of Mortgages of said County.  
 Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title.

By *Hazel Driscoll* Deputy.

\$6.00  
 AFTER RECORDING RETURN TO

*Crane & Bailey*  
325 Main  
Klamath Falls, Oregon  
97601

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 28th day of August, 19 75, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Shirley K. Driscoll

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

*Maryann Cienard*  
 Notary Public for Oregon.

My Commission expires 11-20-77