

6103

38-9306

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WILLIAM EDWARD LOOMAN and

THIS INDENTURE WITNESSETH: That LAURA L. LOOMAN, husband and wife,

of the County of Klamath, State of Oregon, for and in consideration of the sum of Eight Thousand Five Hundred and No/100 Dollars (\$8,500.00.), to them

in hand paid, the receipt whereof is hereby acknowledged, ha. ve. granted, bargained, sold and conveyed, and by these presents do grant bargain, sell and convey unto JACK O. MATHIS and BETTY L. MATHIS, husband and wife

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

Tract 4 of GARDEN TRACTS

Subject to:

1. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Enterprise Irrigation District;

2. Regulations, including levies, liens, assessments, rights-of-way and easements of the South Suburban Sanitary District.

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 WILLIAM EDWARD LOOMAN

and LAURA L. LOOMAN, husband and wife,

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Eight Thousand Five Hundred and No/100 Dollars (\$8,500.00.) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

8,500.00 Klamath Falls, Or., October 17, 1975
I (or if more than one maker) we, jointly and severally, promise to pay to the order of JACK O. MATHIS and BETTY L. MATHIS, husband and wife, at Klamath Falls, Oregon DOLLARS, Eight Thousand Five Hundred and No/100's date
with interest thereon at the rate of 9 1/2 percent per annum from date until paid, payable in monthly installments of not less than \$ 90.00 in any one payment; interest shall be paid monthly and the minimum payments above required; the first payment to be made on the 14th day of November 1975, and a like payment on the 14th 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.

William Edward Looman
Laura L. Looman

75 OCT 14 PM 3 54

75 OCT 14 PM 3 54

To Have and assigns, for the second part, that the assign the same as a and Mortgage the sum with interest from the Witness

STATE OF OREGON,

County of Klamath
before me, the undersigned,
Richard H. Marlatt, Att

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.

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 JACK O. MATHIS and BETTY L. MATHIS, 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 WILLIAM EDWARD LOOMAN and LORA L. LOOMAN, husband and wife, heirs or assigns.

Witness our hands this 14th day of October, 1975.

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.

William E. Looman
Lora L. Looman

MORTGAGE

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

TO

STATE OF OREGON,

County of _____ ss.

I certify that the within instrument was received for record on the

14th day of October, 1975,

at 3:54 o'clock PM, and recorded

in book M75on page 12726 or as

filing fee number 6103

Record of Mortgages of said County.

Witness my hand and seal of

County affixed.

Wm. D. Milne.

County Clerk Title.

By Hazel D. Milne, Deputy.

Fee \$6.00

CERTIFIED MORTGAGE CO.

324 KIAMATH AVENUE

KIAMATH FALLS, OREGON 97601

STATE OF OREGON,

County of Klamath ss.

BE IT REMEMBERED, That on this 14th day of October, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named WILLIAM EDWARD LOOMAN and LORA L. LOOMAN, 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.

Shirley J. Smith

Notary Public for Oregon.

My Commission expires 2/1/77.

STATE OF OREGON,

County of Klamath
before me, the undersigned, a
Richard H. Marlatt, Att.