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15854

THIS INDENTURE WITNESSETH: That ROBERT L. HOOKER and DOREEN ROSEMARY HOOKER, husband and wife, of the County of _____, State of California, for and in consideration of the sum of THIRTY FIVE THOUSAND Dollars (\$35,000.00), 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 BLACK HILLS ACRES, a copartnership consisting of FLOYD OSBORN, WILLIAM G. BARROS, HERMAN SLAVSKY, BEN SILVER, SAM SILVER, RICHARD MURPHY, ALLAN SCHULMAN, THEODORE GREENFIELD, SIMON BROWN, HARRY WHITMAN & ROBERT C. BURNSTEIN, of the County of _____, State of California, the following described premises situated in Klamath County, State of Oregon, to-wit:

The S 1/2 of Lot 5, Lots 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, Section 12, Township 35 South, Range 12 E.W.M., Klamath County, Oregon.

SUBJECT TO: All future real property taxes and assessments; rights of the public in and to any portion of the herein described property lying within the limits of roads and highways; conditions, restrictions and easements contained in Deed of Tribal Property recorded 4/6/59 in Volume 311, page 286, Deed Records of Klamath County, Oregon; hunting and other rights acquired by A.C. Yaden et al by conveyance of May 3, 1960, recorded May 25, 1960 in Volume 321, page 402, Deed Records of Klamath County, Oregon, as modified by that certain Decree in suit in Equity No. 67-256, Anderson et al v. Yaden et al, which Decree was signed the 10th day of November, 1969, recorded November 12, 1969 in Volume 23, page 242, Judgment Lien Docket, and entered in Journal No. M-69 at page 6695; the affect of, including the terms and provisions thereof, that certain Notice of Vested Water Right recorded 1/30/70 in Volume M70, page 781 and recorded 2/6/70 in Volume M70, page 948, Records of Klamath County, Oregon.

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 Black Hills Acres, a co-partnership consisting of the above named mortgagees,

their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Thirty Five Thousand and No/100 Dollars (\$35,000.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

The date of maturity secured by this mortgage is the date of the last scheduled principal payment becomes due is November 15, 1978

\$35,000.00

December ~~November~~ 12, 1975

We, jointly and severally, promise to pay to the order of BLACK HILLS ACRES, a co-partnership consisting of FLOYD OSBORN, WILLIAM G. BARROS, HERMAN SLAVSKY, BEN SILVER, SAM SILVER, RICHARD MURPHY, ALLAN SCHULMAN, THEODORE GREENFIELD, SIMON BROWN, HARRY WHITMAN and ROBERT C. BURNSTEIN, at First Federal Savings & Loan Association of Klamath Falls, Oregon, 540 Main Street, Klamath Falls, Oregon, THIRTY FIVE THOUSAND and NO/100, (\$35,000.00), DOLLARS, with interest thereon at the rate of 8% per annum from the date hereof until paid, payable in annual installments of not less than \$11,666.67 in any one payment; interest shall be paid annually and in addition to the minimum payments above required; the first payment to be made on the 15th day of November, 1976, and a like payment on the 15th day of each November 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, 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.

/s/ Robert L. Hooker
Robert L. Hooker

/s/ Doreen Rosemary Hooker
Doreen Rosemary Hooker

75 DEC 17 PM 17 08

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 except for the payment of the principal or interest on the mortgage or for the payment of taxes on the property~~

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 Mortgagees

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 Robert L. Hooker and Doreen Rosemary Hooker, husband and wife, their heirs or assigns.

Witness their hand S this 12th day of December, 19 75.

*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.

Robert L. Hooker
Doreen Rosemary Hooker

MORTGAGE

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

HOOKER

TO

BLACK HILLS ACRES

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 17th day of DECEMBER, 19 75, at 12:08 o'clock P.M., and recorded in book N 75 on page 15854 or as file number 8325.
Record of Mortgages of said County.
Witness my hand and seal of County affixed.

W. D. NITINE

COUNTY CLERK

By *Harold W. Deputy* Title.

AFTER RECORDING RETURN TO

FEE \$ 6.00

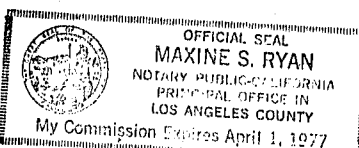
Mountain Title Company
407 Main Street
Klamath Falls, Oregon

STATE OF ~~OREGON~~, California

County of Los Angeles ss.

BE IT REMEMBERED, That on this 12th day of December, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ROBERT L. HOOKER and DOREEN ROSEMARY HOOKER, 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.



Maxine S. Ryan
Notary Public for ~~Oregon~~ California
My Commission expires April 1, 1977