

9107

THIS INDENTURE WITNESSETH: That CLINTON GARDNER and AUDREY K. GARDNER, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of Two Thousand Three Hundred Eighty Three & 52/100ths Dollars (\$2,383.52), 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 TLB COMPANY,

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

E 1/2 of SE 1/4 NW 1/4 NE 1/4 Section 12, Township 40 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, LESS the Westerly 30 feet of Northerly 23.10 feet for roadway

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 TLB COMPANY

its heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Two Thousand Three Hundred Eighty Three & 52/100ths Dollars (\$2,383.52) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 2,383.52 Klamath Falls, Oregon, January 13, 1976

I (or if more than one maker) we, jointly and severally, promise to pay to the order of TLB COMPANY

at Klamath Falls, Oregon Two Thousand Three Hundred Eighty Three & 52/100ths (\$2,383.52) DOLLARS, with interest thereon at the rate of 7 percent per annum from December 1, 1975 until paid, payable in

monthly installments of not less than \$ 50.00 in any one payment; interest shall be paid monthly and included in the minimum payments above required; the first payment to be made on the 1st day of January, 1976, and a like payment on the 1st day of 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.

/s/ CLINTON GARDNER

/s/ AUDREY K. GARDNER

STATE OF OREGON,
Personally appeared
and acknowledged
(OFFICIAL SEAL)

NOTE—The sentence between the symbols

WARRANT

AFTER RECORDING RETURN
James S. Sexton
4545 Denver St.
Klamath Falls, Oregon
Tax state

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 the purpose of securing a loan 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 **TLB COMPANY**

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 **CLINTON GARDNER and AUDREY K. GARDNER,** husband and wife, their heirs or assigns.

Witness our hand & this 13th day of Jan, 19 76.

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, or 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., P.O. BOX 114, SEASIDE, CALIF.

TO

STATE OF OREGON

ss.

County of Klamath

I certify that the within instrument was received for record on the 13th day of JANUARY, 19 76, at 4:18 o'clock P.M., and recorded in book 1176 on page 925 or as file number 9167

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

Title.

JOHN W. B. BRANDENBURG
By John W. B. Brandenburg Deputy.

AFTER RECORDING IN BOOK NO.

P. O. S. 5.00

Ret Wm. B. Brandenburg
24 June 1976

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 13th day of January, 19 76, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named CLINTON GARDNER and AUDREY K. GARDNER, 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.

Richard R. Swartz
Notary Public for Oregon
My Commission expires 7-16-77

grantor with warrant
ful claims and demands.
The true and
However, the actual
part of the consideration
the whole
In construing the
WITNESS Grantor

STATE OF OREGON,
Personally appeared
(in wife)
and acknowledged
(OFFICIAL SEAL)

NOTE: The sentence between the symbols

WARRANT

TO

AFTER RECORDING RETURN TO
James S. Sexton
4545 Denver St.
Klamath Falls, Oregon
97603
Tax State