

A-26642

FORM No. 7—MORTGAGE—Short Form  
SN

111772

Vol. 76 Page 3424

THIS INDENTURE WITNESSETH: That WILLIAM PAUL BREITHAUPT and MARILYN A. BREITHAUPT, husband and wife, and RICHARD B. SCHOLES of the County of Klamath, State of Oregon, for and in consideration of the sum of FORTY-FOUR THOUSAND and no/100ths Dollars (\$ 44,000.00), to them in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant bargain, sell and convey unto JOHN C. ARGETSINGER and DORIS J. ARGETSINGER, husband and wife,

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

All that portion of the NW 1/4 SE 1/4 of Section 2, Township 39 S. Range 9 E. W. M., described as follows: Beginning 30 feet South and 182 1/2 feet east of the Center of said Section 2, being the Northeast corner of that certain tract of land deeded by P. F. Kielsmeier, et ux, to F. Jordan by Deed dated August 27, 1924, and recorded August 29, 1924, Book 66 of Deed Records of Klamath County, Oregon at page 180 thereof; thence South at right angles to the highway and along the Easterly line of said Jordan Tract 260 feet; thence East and parallel to the highway 84 feet; thence North at right angles to the highway 260 feet to the Southerly line of the highway; thence West along the said Southerly line of highway 84 feet to the place of beginning, in Klamath County, Oregon, EXCEPT THEREFROM any portion lying within the limits of the right of way of South Sixth Street as disclosed by Deed Volume 354, page 63.

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 JOHN C. ARGETSINGER and DORIS J. ARGETSINGER, husband and wife,

heirs and assigns forever.  
THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of FORTY-FOUR THOUSAND and no/100ths Dollars (\$ 44,000.00 ) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

\$ 44,000.00 Klamath Falls, Oregon, February 23, 1976.  
I (or if more than one maker) we, jointly and severally, promise to pay to the order of JOHN C. ARGETSINGER and DORIS J. ARGETSINGER, husband and wife, at Klamath Falls, Oregon  
FORTY-FOUR THOUSAND and no/100ths DOLLARS,  
with interest thereon at the rate of 8% percent per annum from date until paid, payable in monthly installments of not less than \$ 300.90 in any one payment; interest shall be paid monthly and in addition to the minimum payments above provided, the first payment to be made on the 18 day of March 1976, and a like payment on the 18 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.

s/ William Paul Breithaupt  
s/ Marilyn A. Breithaupt  
s/ Richard B. Scholes

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 **JOHN C. ARGETSINGER and DORIS J. ARGETSINGER, 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 PAUL BREITHAAPT and MARILYN A. BREITHAAPT, husband and wife and RICHARD B. SCHOLLES** heirs or assigns.

Witness our hand S this 23 day of February, 19 76

\*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable, the mortgagee MUST comply with the Truth-in-Lending Act and Regulation Z by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use S-N Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use S-N Form No. 1306, or equivalent.

*William Paul Breithaupt*  
*Marilyn A. Breithaupt*  
*Richard B. Scholles*

# 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 23 day of February, 19 76, at 11:00 o'clock A.M. on page 110 and recorded in book 110 of Record of Mortgages of said County.

Witness my hand and seal of County affixed

Title.

By Deputy.

AFTER RECORDING RETURN TO

*Brown & Brown*  
*110 North Sixth*  
*City*

STATE OF OREGON,

County of KLAMATH

ss.

BE IT REMEMBERED, That on this 23 day of February, 19 76, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named WILLIAM PAUL BREITHAAPT and MARILYN A. BREITHAAPT, 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.

*Susan Kay Way*  
 Susan Kay Way  
 Notary Public for Oregon

My Commission expires 6/4/1977



3426

STATE OF CALIFORNIA )  
                   SAN FRANCISCO ) ss.  
 County of LOS ANGELES )

BE IT REMEMBERED, That on this 8th day of <sup>March</sup>~~February~~, 1976  
 before me, the undersigned, a Notary Public and for said County  
 and State, personally appeared the within named RICHARD B. SCHOLES  
 known to me to be the individual described in and who executed the  
 within instrument and acknowledged to me that he executed the same  
 freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and  
 affixed my seal the day and year last above written.

*Eileen Stuart*  
 NOTARY PUBLIC FOR CALIFORNIA  
 My Commission Expires: Jan. 21, 1977



STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~at request of~~ \_\_\_\_\_  
 at this 10th day of MARCH A.D. 1976 at 4:06 o'clock PM, and  
 duly recorded in Vol. N 76, of MORTGAGES on Page 3424  
 FEE \$ 9.00

By *Wm D. Milne* County Clerk  
*Hazel Drake*

MORTGAGE - ARGETSINGER - BREITHAUP - SCHOLES