

12188

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(69)

THIS INDENTURE WITNESSETH: That David L. Bergmann & Lenore D. Bergman, his wife
 of the County of Klamath, State of Oregon, for and in consideration of the sum of
 Two Thousand Two Hundred Twenty Five & no/100----- Dollars (\$2,225.00), to us
 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 John Green

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

Lots 52 & 53 Block 14 St. Frances Park Sub. Klamath Co., 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 John Green

heirs and assigns forever.
 THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Two Thousand
 Two Hundred Twenty Five & no/100----- Dollars
 (\$ 2,225.00) in accordance with the terms of a certain promissory note of which the
 following is a substantial copy:

\$2,225.00

June 19, 1975 . 19

Thirty Months

after date, I promise to pay to the order of

John Green

Two Thousand Two Hundred Twenty Five & no/100----- DOLLARS,

for value received, with interest from ~~EXPIRY~~ June 21, 1975 payable Monthly at the rate of
 \$40.00 or more per month

at the rate of 9 3/4 per cent per annum until maturity, and if interest is not so paid the whole sum
 of both principal and interest to become immediately due at the option of the holder of this note. If said principal sum is not so paid
 upon its maturity date such principal sum shall bear interest from maturity date at the rate of 10% per annum. Principal and interest

payable at 928 Klamath Ave. Klamath Falls, Or. 97601
 and in case suit or action is instituted to collect this note or any portion thereof, I promise to pay such additional sum of money as the
 Court may adjudge reasonable as attorney's fees in such suit or action, or on any appeal therefrom. Further if I am in default on this
 note, even if no suit or action is instituted, I promise to pay all costs of collecting any delinquent payment. Right of setoff is hereby
 granted to the holder of this note.

No.

s/s David L. Bergmann

s/s Roberta W. Bergmann

s/s Lenore D. Bergmann

Personal Guarantor

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 acquisition or retention of an interest in real property or for the improvement of such property or for the operation of a business or for the purchase of goods or services or for the payment of taxes or for the payment of interest on a loan or for the payment of any other obligation or for the payment of any other purpose.~~

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 Green

and his 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 David L. Bergmann & Lenore D. Bergmann, his wife their heirs or assigns.

Witness our hands this 19th day of June, 1975.

*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, at 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

I certify that the within instrument was received for record on the 19th day of June, 1975, at 11:00 o'clock A.M., and recorded in book 76 on page 111. Record of Mortgages of said County. Witness my hand and seal of County affixed.

Title.

By Hazel L. Dwyer, Deputy.

NOTED RECORDING RETURN TO

CERTIFIED MORTGAGE CO.
820 KLAMATH AVENUE
KLAMATH FALLS, OREGON 97601

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 19th day of June, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named David L. Bergmann & Lenore D. Bergmann, his 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.

Notary Public for Oregon.
My Commission expires 2/8/77.