

TC

13005

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THIS INDENTURE WITNESSETH: That DJUANNA LANKFORD, also known as DJUANNA GRIEB of the County of Klamath, State of Oregon, for and in consideration of the sum of Fifteen Hundred and No/100 Dollars (\$ 1500.00), to her in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant bargain, sell and convey unto Prentiss K. Puckett, P.C., and Hal F. Coe

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

All of her right, title and interest in and to: The S 1/2 S 1/2 NE 1/4 NW 1/4; the S 1/2 S 1/2 NW 1/4 NW 1/4; the SE 1/4 NW 1/4; and the SW 1/4 NW 1/4; all lying Easterly of the "C" Canal; Section 13, Township 40 South, Range 9 E.W.M., Klamath County, Oregon, EXCEPTING THEREFROM that portion conveyed to the United States of America by deed recorded November 2, 1951 in Volume 250, page 618, Deed Records of Klamath County, Oregon. ALSO, that portion of the SW 1/4 NW 1/4 in said Section lying westerly of said canal.

SUBJECT TO: All future real property taxes and assessments; statutory powers of Klamath Irrigation District and Klamath Basin Improvement District; Mortgage recorded 2/8/68 in Volume M-68 at page 1025; Mortgage recorded 5/10/74 in Volume M-74 at page 5839.

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 PRENTISS K. PUCKETT, P.C., and HAL F. COE

its/his heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Fifteen Hundred and No/100 Dollars (\$ 1,500.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 1,500.00 Klamath Falls, Oregon, April 7, 19 76

ON DEMAND, each of the undersigned promises to pay to the order of Prentiss K. Puckett, P.C., and Hal F. Coe at 540 Main Street, Klamath Falls, Oregon, ONE THOUSAND FIVE HUNDRED and No/100, (\$1,500.00) DOLLARS, with interest thereon at the rate of 6 percent per annum from date hereof until paid; interest to be paid at maturity. All or any portion of the principal hereof may be paid at any time. If this note is placed in the hands of an attorney for collection, each of the undersigned promises and agrees to pay the holder's reasonable collection costs, including attorney's fees, even though no suit or action is filed hereon; however, if such suit or action is filed, the amount of such 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/ Djuanna Lankford, aka Djuanna Grieb

No.

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) 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 Prentiss K. Puckett, P.C., and Hal F. Coe

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 Djuanna Lankford, also known as Djuanna Grieb her heirs or assigns.

Witness her hand this 7 day of April, 1976.

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.

MORTGAGE

(FORM No. 7)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

TO

STATE OF OREGON

County of KLAMATH

I certify that the within instrument was received for record on the 26th day of APRIL, 1976, at 4:48 o'clock P.M., and recorded in book M76 on page 6121 or as file number 13005. Record of Mortgages of said County. Witness my hand and seal of County affixed.

W. D. MILNE

COUNTY CLERK

Title

By *Prentiss K. Puckett* Deputy.

AFTER RECORDING RETURN TO

FEE \$ 6.00

Ret.

Prentiss K. Puckett
First Fed. Cl. Bldg.
Klamath Falls, OR 97601

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 7 day of April, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Djuanna Lankford, also known as Djuanna Grieb

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she 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.

Prentiss K. Puckett
 Notary Public for Oregon.
 My Commission expires 1-7-76