

TC 13753

THIS INDENTURE WITNESSETH: That JACK H. ROBERTS and KARIN W. ROBERTS, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of FOUR THOUSAND and no/100 Dollars (\$ 4,000.00), 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 C. P. Peyton and Doris A. Peyton, husband and wife,

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

Lot 78, MERRYMAN'S REPLAT OF VACATED PORTION OF OLD ORCHARD MANOR, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. SUBJRCT TO: (1) Liens and assessments of Klamath Project and Klamath Irrigation District, and regulations, easements, contracts, water and irrigation rights in connection therewith, (2) Reservations and restrictions contained in the dedication of MERRYMAN'S REPLAT OF VACATED PORTION OF OLD ORCHARD MANOR. (3) Building restrictions as shown on the plat of Merryman's Replat of Vacated Portion of Old Orchard Manor. (4) Twenty-foot building set-back line as shown on the plat of Merryman's Replat of Vacated Portion of Old Orchard Manor.

76 MAY 13 1976

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

heirs and assigns forever. THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of FOUR THOUSAND and no/100 Dollars (\$ 4,000.00) in accordance with the terms of certain promissory note of which the following is a substantial copy:

\$ 4,000.00 Klamath Falls, Oregon, January 2, 1976. Two years after date, I (or if more than one maker) we, jointly and severally, promise to pay to the order of C. P. Peyton and/or Doris A. Peyton at 1968 Earle St. K.F. Four Thousand and no/100 DOLLARS, with interest thereon at the rate of ten percent per annum from January 2, 1976 until paid; interest to be paid at maturity. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay the reasonable attorney's fees and collection costs of the holder hereof; and if a suit or an action is filed hereon, also promise to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court. This note is for purchase of Lot 78 in Old Orchard Manor.

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit: , 19

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:

- (a) ~~for the purchase of real estate for the use of the mortgagor or for the use of the mortgagor's family or for the use of the mortgagor's business or for the use of the mortgagor's estate~~
- (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 **C. P. Peyton and Doris A. Peyton, husband and wife, Their**

and **Jack H. Roberts and Karin W. Roberts,** 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 **Jack H. Roberts and Karin W. Roberts,** heirs or assigns.

Witness OUR hand s. this 11<sup>th</sup> day of May, 1976

*Jack H. Roberts*  
*Karin W. Roberts*

\*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (c) is applicable and if the mortgagor is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgagor 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 KLANATH }  
I certify that the within instrument was received for record on the 31<sup>st</sup> day of MAY, 1976, at 9:38 o'clock A. M., and recorded in book 44-76 on page 7109 or as file number 13753. Record of Mortgages of said County.

Witness my hand and seal of County of KLANATH, Oregon, this 11<sup>th</sup> day of May, 1976.

W. D. MILNE

COUNTY CLERK

Title

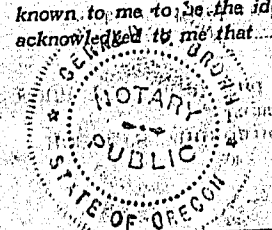
By *John H. Brown* Deputy

AFTER RECORDING RETURN TO

Mr. & Mrs. C. P. Peyton  
P. O. Box 1030  
Klamath Falls, Oregon 97601

STATE OF OREGON  
County of Klamath

BE IT REMEMBERED, That on this 11<sup>th</sup> day of May, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **Jack H. Roberts and Karin W. Roberts, husband and wife** known to me to be the identical individual 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.

*John H. Brown*  
Notary Public for Oregon.  
My Commission expires 11-12-78