

17534

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THIS INDENTURE WITNESSETH: That William D. NOONAN and Rosemarie B. NOONAN as tenants by the entirety of the County of Klamath, State of Oregon, for and in consideration of the sum of Five Thousand Six Hundred Forty-Three & 4/100 Dollars (\$ 5643.04 ), 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 SEARS, ROEBUCK AND CO.

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

All that part of the SW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 40 South, Range 10 East of the Willamette Meridian, lying Northeasterly from the Dalles-California Highway, Klamath County, 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 SEARS, ROEBUCK and CO.

their heirs and assigns forever. THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of FIVE THOUSAND SIX HUNDRED FORTY-THREE and FOUR/HUNDRETHS Dollars (\$ 5,643.04 ) in accordance with the terms of a certain agreement of which the following is a substantial copy:

See Ex. A attached

M.J.

276 AUG 12 PM 4 48

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 any other purpose~~ (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 ~~or~~ finance charges ~~or any part thereof~~ as above provided, then the said Sears, Roebuck and Co.

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~~ finance chg. 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 D. Noonan and Rosemarie B. Noonan. Their heirs or assigns.

Witness our hand this day of ~~June~~ August 7, 1976.

\*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, 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.

*William D. Noonan*  
 William D. Noonan  
*Rosemarie B. Noonan*  
 Rosemarie B. Noonan

# 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 12th day of AUGUST, 1976, at 4:48 o'clock P.M., and recorded in book M 76 on page 12526 or as file number 17594. Record of Mortgages of said County. Witness my hand and seal of County affixed.

W. D. NINE

COUNTY CLERK

By *Joseph L. Deane* Deputy  
 J. L. Deane Deputy  
 FEE \$ 6.00  
*Sears Roebuck & Co.*  
 133 So 8th  
 City

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 7th day of August, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named William D. Noonan and Rosemarie B. Noonan known to me to be the identical individuals 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.

*E. O. Peterson*  
 Notary Public for Oregon.  
 My Commission expires Jan. 14, 1978