

17634

THIS INDENTURE WITNESSETH: That Rockwood Development Corporation (formerly known as Hammond Development Corporation) of the County of Marion, State of Oregon, for and in consideration of the sum of Eighteen Thousand and no/100 Dollars (\$18,000.00), to it 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

OWEN G. MILLER, JR.

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

Beginning on the North line of Lot 9, Elm Park in Klamath County, Oregon, at a point which is 80.87 feet South 89° 06' West from the Northeast corner of said Lot; thence North 0° 05' West 300.63 feet to a point on the South line of a Canal; thence along the South line of said Canal and along the arc of a 714.22 foot radius curve to the left (the chord of which bears North 65° 25' West 143.05 feet) a distance of 143.29 feet; thence South 0° 05' East 362.19 feet to a point on the North line of said Elm Park; thence North 89° 06' East 130.01 feet to the place of beginning and containing 43,560.00 square feet.

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

OWEN G. MILLER, JR.

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Eighteen Thousand and no/100 Dollars (\$18,000.00) in accordance with the terms of a certain promissory note, the copy of which has been delivered to the mortgagee.

12644

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,
- (b) for an organization or (even if mortgagor is a natural person) is 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 Owen G. Miller, Jr.

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 Rockwood Development Corporation its successors or assigns.

Witness the hand this 5th day of August, 1976
of the President of

* Delete, by lining out, whichever warranty (a) or (b) is not applicable. If warranty (a) is applicable, Stevens-Ness Form No. 1305 may be used for disclosures under the Truth-in-Lending Act and Regulation Z.

ROCKWOOD DEVELOPMENT CORPORATION

By: *J. M. Miller*
J. M. Miller President

MORTGAGE

(FORM No. 7)

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

ROCKWOOD DEVELOPMENT CORPORATION

TO

OWEN G. MILLER, JR.

STATE OF OREGON,

County of Klamath

ss.

I certify that the within instrument was received for record on the 16th day of AUGUST, 1976, at 2:22 o'clock P.M., and recorded in book N. 76 on page 12643. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE

COUNTY CLERK

Title

By: *J. M. Miller* Deputy

APR 16 1976

J. M. Miller
Rockwood Development Corporation
P. O. Box 230
Salem, Oregon 97308

FEE \$ 6.00

STATE OF OREGON,

County of Marion

ss.

BE IT REMEMBERED, That on this 5th day of August, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named J. M. Miller, President of Rockwood Development Corporation known to me to be the identical 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 official seal the day and year last above written.

Ardis Neff
Notary Public for Oregon.
My Commission expires 9-9-78

FILE
Perman
Salem