

TC

18258

Vol. 16 Page 13441

THIS INDENTURE WITNESSETH: That JERRY M. ANDERSON and ROXANNE ANDERSON

of the County of Klamath, State of Oregon, for and in consideration of the sum of  
 SIX THOUSAND FIFTY-FOUR and seven hundredths Dollars (\$6,054.07), to them  
 in hand paid, the receipt whereof is hereby acknowledged, ha. ye granted, bargained, sold and conveyed, and  
 by these presents do grant bargain, sell and convey unto CHARLES A. FISHER

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

Lot 29 in Subdivision of Block 125, of MILLS ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

All that portion of the strip of land lying contiguous to the northerly boundary of Lot 29, Block 125, MILLS ADDITION, City of Klamath Falls, shown on the map filed May 1, 1926, in the Klamath County records, and between extensions of the easterly boundary line and the westerly boundary line of said Lot to the centerline of that strip of land described in that certain Correction Deed to the United States dated September 28, 1912, recorded in Volume 38, page 209, filed in the records of Klamath County, State of 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 CHARLES A. FISHER

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of SIX THOUSAND FIFTY-FOUR and seven hundredths Dollars (\$ 6,054.07 ) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 6,054.07 Klamath Falls, Ore., August 27, 19 76  
 On or before 120 days after date, I (or if more than one maker) we jointly and severally promise to pay to the order of CHARLES A. FISHER  
at 403 Main, Klamath Falls, Oregon  
SIX THOUSAND FIFTY-FOUR and seven hundredths DOLLARS,  
 with interest thereon at the rate of — % per annum from — until paid; interest to be paid and if not so paid, all principal and interest, at the option of the holder of this note, to become immediately due and collectible. Any part hereof may be paid at any time. If this note is placed in the hands of an attorney for collection, I/we promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; if a suit or an action is filed, the amount of such reasonable 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.

Jerry M. Anderson  
Roxanne Anderson

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: December 27, 19 76.



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) 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 CHARLES A. FISHER

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 JERRY M. ANDERSON and ROXANNE ANDERSON heirs or assigns.

Witness their hands this 27th day of August, 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.

*Jerry M. Anderson*  
*Roxanne Anderson*

# MORTGAGE

(FORM No. 7)

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

TO

STATE OF OREGON

County of KLAMATH ss.  
I certify that the within instrument was received for record on the 27th day of AUGUST, 19 76, at 2:59 o'clock PM, and recorded in book M. 76 on page 13441 or as file number 18258.  
Record of Mortgages of said County.  
Witness my hand and seal of County affixed.

WM. D. MILNE

COUNTY CLERK

Title

By *J. D. Milne*

AFTER RECORDING RETURN TO

FEE \$ 6.00

*MT*

STATE OF OREGON,

County of KLAMATH ss.

BE IT REMEMBERED, That on this 27th day of August, 19 76, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Jerry M. Anderson and Roxanne Anderson

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.

*Judy B. Pubala*  
Notary Public for Oregon.

My Commission expires.....