

38-11472

FORM No. 7—MORTGAGE—Short Form.

Vol. 76 Page 16307

TC

20331

THIS INDENTURE WITNESSETH: That Winifred L. Emmich

of the County of Klamath State of Oregon, for and in consideration of the sum of
Five thousand eight hundred forty one & 60/100 Dollars (\$ 5,841.60), to them
 in hand paid, the receipt whereof is hereby acknowledged, he S granted, bargained, sold and conveyed, and
 by these presents do grant bargain, sell and convey unto
Robert C. Johnson and Patricia Johnson, husband and wife,

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

That portion of the NW1/4 lying Northeasterly of Sprague
 River Highway in Section 3, Township 36 South, Range 10
 East of the Willamette Meridian, 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
Robert C. Johnson and Patricia Johnson, husband and wife

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of
Five thousand eight hundred forty one and 60/100 Dollars
 (\$ 5,841.60) in accordance with the terms of that certain promissory note of which the
 following is a substantial copy:

\$ 5,841.60 Klamath Falls Oregon October 14, 1976
 (Or, if more than one maker, we jointly and severally, promise to pay to the order of
Robert C. Johnson and Patricia Johnson, husband and wife,
at Klamath Falls, Klamath County, Oregon,
9 percent per annum from date DOLLARS,
 with interest thereon at the rate of 150.00 until paid, payable in
monthly installments of not less than \$ 150.00 in any one payment; interest shall be paid monthly and
 * In addition to the minimum payments above required; the first payment to be made on the 1st day of each month
19, and a like payment on the 1st day of each month thereafter, until the whole sum, principal and
 interest has been paid; if any of said installments is not so paid, all principal and interest to become immediately due and collectible at the
 option of the holder of this note. 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; however, 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.
 * Strike words not applicable.

/s/ Winifred L. Emmich

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 the purchase of real property for the mortgagor's personal, family, household or 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

Robert C. Johnson and Patricia Johnson
 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 Winifred Emmich heirs or assigns.

Witness my hand this 14 day of October, 19 76

Winifred Emmich

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.

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 14th day of OCTOBER, 19 76, at 3:50 o'clock P.M., and recorded in book M. 76 on page 16367 or as file number 20331.

Record of Mortgages of said County. Witness my hand and seal of County affixed.

WM. D. MILNE

COUNTY CLERK

Title

By *Kathy R. Malla* Deputy
 AFTER RECORDING RETURN TO
 TA Kells

STATE OF OREGON,

County of Klamath ss.

BE IT REMEMBERED, That on this 14 day of October, 19 76, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Winifred Emmich

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.

Kathy R. Malla
 Notary Public for Oregon.

My Commission expires 6-13-80

FEE \$ 6.00