

21037

THIS INDENTURE WITNESSETH: That Laurence N. Griffin

of the County of Klamath, State of Oregon, for and in consideration of the sum of Six Hundred Fifty and no/100 Dollars (\$ 650.00), to
 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 Smith & Lee, 210 N. 4th St.
Klamath Falls,

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

Portion in NE 1/4 Section 14, Township 39, Range 8, EWM, and
 a portion in the E 1/2 SE 1/4, Section 14, Township 39, Range 8,
 EWM, Klamath County, Oregon, also known as Route 3 Box 241, Klamath
 Falls, Oregon, containing 48.5 acres,

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 Smith & Lee
210 North 4th Street, Klamath Falls, Oregon 97601

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of
Six Hundred Fifty and no/100 Dollars
 (\$ 650.00) in accordance with the terms of that certain promissory note of which the
 following is a substantial copy:

\$ 650.00 Klamath Falls, Oregon October 21, 19 78
 ON DEMAND, I (or if more than one maker) we, jointly and severally, promise to pay to the order of
Smith & Lee 210 N. 4th St. Klamath Falls, Oregon
Six Hundred Fifty and no/100 at January 1, 1979 DOLLARS,
88 percent per annum from until paid; interest to be paid
 with interest thereon at the rate of _____ percent per annum from _____ until paid; interest to be paid
 All or any portion of the principal 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 the 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.
/s/ Laurence N. Griffin

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 Smith & Lee

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 Laurence N. Griffin his heirs or assigns.

Witness hand this 21 day of October, 19 76.

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgage 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

I certify that the within instrument was received for record on the 21 day of NOVEMBER, 19 76, at 4:58 o'clock P. M., and recorded in book N 76 on page 17346 or as file number 21037.
 Record of Mortgages of said County.
 Witness my hand and seal of County affixed.

Wm. D. MILNE

COUNTY CLERK

Title

By Laurence N. Griffin Deputy

AFTER RECORDING RETURN TO

Smith & Lee
 210 No 4th
 Klamath Falls

FEE \$ 6.00

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 21 day of October, 19 76, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Laurence N. Griffin 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.

Laurence N. Griffin
 Notary Public for Oregon.

My Commission expires 10-30-79