

23606

THIS INDENTURE WITNESSETH: That George F. Yates and Ellen V. Yates, husband and wife of the County of Klamath, State of Oregon, for and in consideration of the sum of TEN THOUSAND and no/100 Dollars (\$10,000.00), to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant bargain, sell and convey unto Carrie Weiser and Carrie Weiser, conservator of the estate of Catherine Weiser, as tenants in common of the County of Klamath, State of Oregon, the following described premises situated in Klamath County, State of Oregon, to-wit:

Lot 35, Block F. HOMECREST, 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 Carrie Weiser and Carrie Weiser, conservator of the estate of Catherine Weiser, as tenants in common

heirs and assigns forever.
THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of TEN THOUSAND AND NO/100 Dollars (\$10,000.00) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

\$10,000.00..... Klamath Falls, Oregon..... December 22, 1976
I (or if more than one maker) we, jointly and severally, promise to pay to the order of Carrie Weiser, and Carrie Weiser, conservator for the estate of Catherine Weiser at Klamath Falls, Oregon
TEN THOUSAND AND NO/100 DOLLARS,
with interest thereon at the rate of 10 percent per annum from the date of this note until paid, payable in 60 installments of not less than \$212.50 in any one payment; interest shall be paid monthly and ~~XXXXXX~~ the minimum payments above required; the first payment to be made on the 15th day of January 1977, and a like payment on the 15th 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.

George F. Yates
Ellen V. Yates

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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 Carrie Weiser, and Carrie Weiser, conservator of the estate of Catherine Weiser

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 George E. Yates and Ellen V. Yates, husband and wife heirs or assigns.

Witness OUR hand this 22 day of December, 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.

George E. Yates
Ellen V. Yates

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 20 day of December, 1976, at 4:18 o'clock PM, and recorded in book M 76 on page 20986 or as file number Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne
 County Clerk

Title

By Hazel Dwyer, Deputy
 \$6.00 Fee
 RETURN TO
Rev.
Richard Beardsley
Attorney at Law

STATE OF OREGON,

County of Klamath ss.

BE IT REMEMBERED, That on this 22 day of December, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named George E. Yates and Ellen V. Yates, husband and wife

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.

Barbara L. Jones
 Notary Public for Oregon
 My Commission expires 5/20/77

