

23985

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THIS INDENTURE WITNESSETH: That JOHN M. BAYS

of the County of Klamath, State of Oregon, for and in consideration of the sum of Two Thousand Seven Hundred Fifty Six & 48/100ths Dollars (\$2,756.48), to him in hand paid, the receipt whereof is hereby acknowledged, he S granted, bargained, sold and conveyed, and by these presents do S grant bargain, sell and convey unto TLB COMPANY, a partnership

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

Lot 4 in Block 4 of FIRST ADDITION TO KENO WHISPERING PINES, according to the official plat thereof on file in the office of the County Clerk of 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 TLB COMPANY, a partnership

its heirs and assigns forever.
THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Two Thousand Seven Hundred Fifty Six and 48/100ths Dollars (\$2,756.48) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 2,756.48 Klamath Falls, Oregon, January 1, 1977

I (or if more than one maker) we, jointly and severally, promise to pay to the order of TLB COMPANY, a partnership

at Klamath Falls, Oregon
Two Thousand Seven Hundred Fifty Six & 48/100ths (\$2,756.48) DOLLARS,

with interest thereon at the rate of 7 percent per annum from January 1, 1977 until paid, payable in monthlt installments of not less than \$50.03 in any one payment; interest shall be paid monthly and

is included in the minimum payments above required; the first payment to be made on the 1st day of February 1977 and a like payment on the 1st day of 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/ JOHN M. BAYS

cr 600

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 TLB COMPANY, a partnership

and its 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 JOHN M. BAYS

his heirs or assigns.

Witness my hand this 11 day of January, 1977.

*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

I certify that the within instrument was received for record on the 11th day of JANUARY, 1977, at 10:00 o'clock A.M., and recorded in book M-77 on page 467 or as file number 23985. Record of Mortgages of said County. Witness my hand and seal of County affixed.

W. D. MILNE

COUNTY CLERK

Title.

By Hazel D. May Deputy

AFTER RECORDING RETURN TO

Wm. J. Brundage
411 Pine
K

STATE OF OREGON,

County of Klamath

ss.

FEE \$ 6.00

BE IT REMEMBERED, That on this 11 day of January, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JOHN M. BAYS,

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.

Notary Public for Oregon.

My Commission expires 11-77