

SN

24245

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THIS INDENTURE WITNESSETH: That John Robustelli, Jr. and Barbara Robustelli

Rt. 1, Box 127 Bonanza, Oregon 97623  
 of the County of Klamath, State of Oregon, for and in consideration of the sum of  
 Fifteen Thousand Two Hundred Sixty Two and 08/100 Dollars (\$15262.08), 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 CIT Financial Services  
 432 So 7th Klamath Falls, Ore 97601

of the County of Klamath, State  
 of Oregon, the following described premises situated in Klamath County, State of  
 Oregon, to-wit: The NW1/4 Section 15, Township 40 South, Range 13  
 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 CIT Financial Services  
 432 So 7th Klamath Falls, Oregon 97601

heirs and assigns forever.  
 THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Fifteen  
 Thousand Two Hundred Sixty Two and 08/100 Dollars (\$15262.08) in accordance with the terms of a certain promissory note of which the  
 following is a substantial copy:

LENDER:

## NOTE AND STATEMENT OF LOAN



ACCOUNT NUMBER	CUM.	DUE DATE	SEQUENTIAL NO.	DATE OF LOAN	DATE FINANCE CHG. BEGINS TO ACCRUE
6255051	17	60416		12-23-76	01-17-77
Borrower Name			CO-BORROWER NAME		
John Robustelli Jr.			Barbara Robustelli		
Address			CITY, STATE, ZIP CODE		
Rt 1, Box 127 Bonanza, Ore 97623			Bonanza, Ore 97632		
TOTAL OF PAYMENTS LESS FINANCE CHARGE	TOTAL OF PAYMENTS	NO. OF PMTS.	FIRST PMT. DATE	AMOUNT 1ST PMT.	OTHER PAYMENTS DUE EACH SUCCEEDING MONTH ON DUE DATE ABOVE
\$33000.00	\$33000.00	120	2-17-77	\$275.00	\$275.00
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	FINAL PMT. DATE			
18.00	\$17737.92	01-17-87			
AMOUNT FINANCED					FINAL PAYMENT IN ANY EVENT SHALL BE UNPAID AMOUNT FINANCED PLUS ACCRUED AND UNPAID FINANCE CHARGE
					\$15262.08
FEES INCLUDED IN FINANCE CHARGE (not part of finance charge)	CREDIT LIFE INS. CHARGE	CREDIT A&B INS. CHARGE	HMOG. INS. CHARGE	PHYS. DAMAGE INS. PREMIUM	OFFICIAL FEES
\$0	\$0	\$0	\$0	\$0	\$3.00
REV. ACCT. INFO. (if different)	GROSS UNPAID BALANCE DUE	FINANCE CHARGE REFUND	CREDIT LIFE INS. REFUND	CREDIT A&B INS. REFUND	HMOG. INSURANCE REFUND
	\$0	\$0	\$0	\$0	\$0
		PHYS. DAM. INS. REFUND	DEFERMENT REFUND	SPECIAL REFUND	OTHER REFUND
		\$0	\$0	\$0	\$0
					NET UNPAID BALANCE
					\$0

Refunds on previous account: Gross Unpaid Balance Due less refunds equals Net Unpaid Balance.

AGREED RATE OF CHARGE (CHECK APPLICABLE BOX)

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- ☐ 3% per month on that part of the unpaid amount financed not in excess of \$300, 1 1/4% per month on that part of the unpaid amount financed in excess of \$300 but not in excess of \$1,000, and 1 1/4% per month on that part of the unpaid amount financed in excess of \$1,000 but not in excess of \$5,000.
- ☒ 1 1/2% per month on the unpaid amount financed.

DEFAULT

The finance charge accrues on unpaid balances at the Agreed Rate of Charge stated above until paid in full.

Default in any payment of the amount financed or finance charge or any part of either, or any other default, shall, at the option of Lender, and without notice or demand, render the entire balance of unpaid amount financed and accrued finance charge payable forthwith.

Borrower agrees to pay to Lender all taxable costs and disbursements to which Lender may become entitled as provided by law in connection with any action, suit or proceeding to collect this loan or realize on security after default, including reasonable attorney's fees actually paid by Lender to an attorney not a salaried employee of Lender.

PREPAYMENT

Prepayment may be made in full or in part any time.

The Finance Charge represents estimated total charges which will be deducted from monthly payments, based upon the application of the Agreed Rate of Charge stated above to the unpaid amount financed. In the event of prepayment, Borrower will not be required to pay any unearned portion of the Finance Charge.

AMOUNTS ADVANCED TO BORROWER AND/OR PAID TO OTHERS ON HIS BEHALF

To Murle Adams (for truck) \$ 8000.00 To \_\_\_\_\_ \$ \_\_\_\_\_

To Klamath County Recorder \$ 3.00 To \_\_\_\_\_ \$ \_\_\_\_\_

To \_\_\_\_\_ \$ \_\_\_\_\_ Amount disbursed to Borrower(s) \$ 7036.08

CREDIT INSURANCE NOTICE

CREDIT LIFE AND CREDIT ACCIDENT AND SICKNESS INSURANCE ARE OPTIONAL AND ARE NOT REQUIRED AS A CONDITION TO THE GRANTING OF THIS LOAN. Credit Life and Credit Accident and Sickness Insurance are disclosed above in accordance with Borrower's separate credit insurance election. If Borrower elected Credit Life and/or Credit Accident and Sickness Insurance, (1) the cost of such insurance is included in the amount financed, (2) the Credit Insurance will become effective on the Date Finance Charge Begins to Accrue, (3) the Credit Insurance will expire on the Final Payment Date, (4) the Credit Insurance will cover only the life and health of the Borrower signing on the first line, below.

PROPERTY INSURANCE NOTICE

YOU HAVE THE RIGHT TO CHOOSE THE AGENT, BROKER OR INSURER THROUGH WHOM ANY INSURANCE AGAINST LOSS OF OR DAMAGE TO COLLATERAL SECURING THIS LOAN IS TO BE OBTAINED.

Household Goods Insurance Term \_\_\_\_\_ Expires \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
MONTHS MON. DAY YR.

Amount of Household Goods Insurance Coverage \$ \_\_\_\_\_

Amount of Household Goods Insurance Charge \$ \_\_\_\_\_

Auto Physical Damage Insurance Term \_\_\_\_\_ Expires \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
MONTHS MON. DAY YR.

☐ Comprehensive (Includes Fire and Theft)

☐ \$50. or ☐ \$ \_\_\_\_\_ Deductible Collision

Amount of Auto Physical Damage Insurance Premium \$ \_\_\_\_\_

Total Property Insurance cost if obtained through Lender \$ \_\_\_\_\_

INSURANCE HEREIN DOES NOT COVER LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE TO OTHERS

SECURITY

- ☐ This loan is unsecured.
- ☒ A security interest has been taken in the real estate and/or other property checked and described below and the proceeds thereof to secure this and any future loan:

MOTOR VEHICLE(S)	NEW/USED	YEAR	MAKE	SERIES NAME & NO	BODY TYPE	≠ CYL	SYM.	IDENTIFICATION NO

- ☐ HOUSEHOLD GOODS — All of the furniture, fixtures, appliances, pianos and other musical instruments, audio and video equipment and any other Household Goods wherever located, now owned, owned at the time of any future loan or acquired within 10 days of this or any future loan.
- ☐ Other Collateral (Describe)
- ☒ Real Estate (Description) The NW 1/4 Section 15, Township 40 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon together with all present and future improvements thereon.
- ☐ Location of Collateral if other than above address

- ☒ To secure this and any future loan, Borrower hereby assigns to Lender and directs any insurer to pay directly to Lender any monies which may become payable under any insurance included herein, relating to persons or property, including return or unearned premiums, for application to the unpaid balance and authorizes Lender to endorse any draft.

FOR VALUE RECEIVED, the undersigned (all, if more than one), herein "Borrower," jointly and severally promise to pay to the order of the above named Lender at its above address the Amount Financed above stated, together with a finance charge thereon at the Agreed Rate of Charge set forth above until fully paid, in the manner above set forth. Payments shall be made in consecutive monthly payments as indicated above beginning on the above First Payment Date and continuing on the same date for each succeeding month to and including the above Final Payment Date.

Payments shall be applied first to accrued finance charge and the remainder to unpaid amount financed.

Acceptance of any payments after maturity, or waiver or condonation of any breach or default, shall not constitute a waiver of any later or other breach or default. Each of the makers, indorsers and guarantors hereof agrees that no variation or extension of time hereunder shall affect his respective obligations. Protest and all benefits under any homestead or exemption law are hereby waived.

Borrower hereby acknowledges receipt of a completed copy of this NOTE and STATEMENT OF LOAN and agrees to all of the terms hereof.

[Signature]  
(WITNESS)

[Signature]  
(WITNESS)

John J. Robustelli Jr.  
PERSON TO BE INSURED BY CREDIT INSURANCE IF INCLUDED HEREIN

Barbara Robustelli

CS-193 A(11-75) OR. CFA

ORIGINAL

my official seal the day and year last above written.

RICHARD J. WICKLINE  
Notary Public for Oregon — OREGON  
My Commission expires 10-26-79  
My Commission Expires \_\_\_\_\_



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

CIT Financial Services 432 So 7th Klamath Falls, Ore 97601

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 Robustelli Jr and Barbara Robustelli heirs or assigns.

Witness hand this 23 day of December 19 76

\*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.

John Robustelli Jr  
 Barbara Robustelli

# 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 17th day of JANUARY, 19 77, at 2:52 o'clock P. M., and recorded in book M. 77 on page 5243. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MITCHELL

COUNTY CLERK

By J. Craig Chapman Deputy  
 AFTER RECORDING RETURN TO  
 Return: C.I.T.  
 432 S. 7th St.  
 City

FEE \$ 9.00

STATE OF OREGON,

County of Klamath ss.

BE IT REMEMBERED, That on this 23 day of December, 19 76, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named John Robustelli Jr and Barbara Robustelli

known to me to be the identical individual 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.

RICHARD J. WICKLINE

Notary Public for Oregon - OREGON

My Commission expires 10-26-79

My Commission Expires