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24138

THEODORE DICKEN
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THIS INDENTURE WITNESSETH: That

of the County of Klamath, State of Oregon, for and in consideration of the sum of TWO THOUSAND and no hundreds Dollars (\$ 2,000.00), to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant bargain, sell and convey unto DONALD FISH and JUNE FISH, husband and wife,

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

Lot 9 in Block 2, FIRST ADDITION TO LOMA LINDA HEIGHTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

RE-RECORDED TO CORRECT NAME ON DOCUMENT

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 DONALD FISH and JUNE FISH, husband and wife

heirs and assigns forever.
THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of TWO THOUSAND and no hundreds Dollars (\$ 2,000.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 2,000.00 Klamath Falls, Oregon, January 10, 1977
I (or if more than one maker) we, jointly and severally, promise to pay to the order of DONALD FISH and JUNE FISH, husband and wife
at TWO THOUSAND and no hundreds DOLLARS,
with interest thereon at the rate of 8 percent per annum from date hereof until paid, payable in monthly installments of not less than \$ 500.00 in any one payment; interest shall be paid monthly and the minimum payments above required; the first payment to be made on the 15th day of February 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.

FORM No. 217—INSTALLMENT NOTE.

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit: 19

77 JAN 13 PM 3 24

77 JAN 20 PM 2 29

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 DONALD FISH and JUNE FISH,

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 THEODORE DICKEN heirs or assigns.

Witness my hand this 10th 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 mortgage is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the mortgage 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 13th day of JANUARY, 19 77, at 3:24 o'clock P.M., and recorded in book M 77 on page 24138 or as file number 24138
Record of Mortgages of said County
Witness my hand and seal of County affixed.

WM. D. MILNE

COUNTY CLERK

By Donald June Fish Deputy
NOTES: RECORDING FEE \$ 6.00

Donald June Fish
1538 Kimberly Drive
Klamath Falls, Ore.

STATE OF OREGON, ss.
County of Klamath

BE IT REMEMBERED, That on this 10th day of January, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Theodore Dicken

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.

Judy B. Lubau
Notary Public for Oregon
My Commission expires 8-12-77

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 20th day of JANUARY A.D., 1977 at 2:29 o'clock P.M., and duly recorded in Vol. M 77 of MORTGAGES on Page 1118.

FEE \$ 6.00

WM. D. MILNE, County Clerk

By Donald June Fish Deputy