

TC

20839

HOWARD C. HASSETT and MARY A. HASSETT,

THIS INDENTURE WITNESSETH: That husband and wife, _____ of the County of Klamath, State of Oregon, for and in consideration of the sum of TWENTY-ONE THOUSAND ONE HUNDRED EIGHTY-EIGHT & 8/100 Dollars (\$21,188.08), to us 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 H. & G. INVESTMENTS, a partnership

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

PARCEL I

All of Lot 9, Section 31, Township 35 South, Range 7 East of the Willamette Meridian, and a portion of Lot 12, Section 31, Township 35 South, Range 7 East of the Willamette Meridian, being more particularly described as follows:

Beginning at the Northeast corner of Lot 12, Section 31, Township 35 South, Range 7 East of the Willamette Meridian; thence South $0^{\circ} 19\frac{1}{2}'$ East 55.00 feet to an iron pin; thence North $45^{\circ} 18\frac{1}{2}'$ West 77.8 feet to an iron pin; thence North $89^{\circ} 40\frac{1}{2}'$ East 55.0 feet more or less to the Point of Beginning.

All of Lots 11, 20, 21, 28, 29 and 38 in Section 31, Township 35 South, Range 7 East of the Willamette Meridian; EXCEPTING the following described portion thereof, heretofore conveyed by Grantors to Tulana Farms by deed dated February 4, 1960, recorded on same date in Volume 318 at page 627 of Deed Records of Klamath County, Oregon;

Beginning at the stone monument marking the section corner common to Section 31 and 32, Township 35 South, Range 7 East of the Willamette Meridian, and to Section 5 and 6, Township 36 South, Range 7 East of the Willamette Meridian; thence South $89^{\circ} 55\frac{1}{2}'$ West along the Section line common to said Sections 31 and 6, 425.0 feet to a point; thence North $0^{\circ} 25'$ West 30.0 feet to an iron pipe on the Northerly right of way line of a county road as the same is presently located and constructed and the True Point of Beginning of this description; thence South $89^{\circ} 55\frac{1}{2}'$ West along the said Northerly right of way line 868.7 feet to a point in the fence line marking the Westerly boundary of Lot 38 of said Section 31; thence North $0^{\circ} 55\frac{1}{2}'$ West 1271.1 feet to the stone monument marking the Northwest corner of Lot 29 of said Section 31 (said monument being also the SE $1/6$ corner of said Section 31); thence North $0^{\circ} 25'$ West 1316.7 feet to the stone monument marking the Northwest corner of Lot 21 of said Section 31 (said monument being also the East $1/16$ corner of the East-West centerline of said Section 31); thence North $0^{\circ} 19\frac{1}{2}'$ West 1263.3 feet to an iron pin on the Westerly boundary of Lot 11 of said Section 31 and from which point the Northwest corner of said Lot 11 bears North $0^{\circ} 19\frac{1}{2}'$ West 55.0 feet distant; thence South $13^{\circ} 14\frac{1}{2}'$ East, 3955.5 feet, more or less, to the True Point of Beginning.

Governments Lots 20 and 21 of Section 32, Township 35 South, Range 7 East of the Willamette Meridian.

PARCEL II

Government Lots 28 and 29 of Section 32, Township 35 South, Range 7 East of the Willamette Meridian.

\$ 21,188.08

Six (6) months

Klamath Falls, Oregon January 21, 1960

after date, I (or if more than one maker) we jointly and severally promise to pay to the order of H & G Investments, a partnership at 407 Main Street, Klamath Falls, Oregon, DOLLARS

TWENTY-ONE THOUSAND ONE HUNDRED EIGHTY EIGHT AND 08/100 date hereof

with interest thereon at the rate of $7\frac{1}{2}\%$ per annum from _____ until paid; interest to be paid _____ and if not so paid, all principal and interest, at the option of the holder of this note, to become immediately due and collectible. Any part 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 holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; 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.

Howard C. Hassett

Mary A. Hassett

FORM No. 216—PROMISSORY 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: on demand, 19 _____

1735

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 H & G INVESTMENTS

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of
TWENTY-ONE THOUSAND ONE HUNDRED EIGHTY-EIGHT and 8/100 Dollars
(\$21,188.08) in accordance with the terms of that certain promissory note of which the
following is a substantial copy:

\$ 21,188.08
Six (6) months
severally promise to pay to the order of H & G Investments, a partnership
at 407 Main Street, Klamath Falls, Or.
TWENTY-ONE THOUSAND ONE HUNDRED EIGHTY EIGHT AND 08/100 DOLLARS,
with interest thereon at the rate of 7 1/2 % per annum from date hereof until paid; interest to be paid
and if not so paid, all principal and interest, at the option of the holder of this note, to become imme-
diately due and collectible. Any part 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 holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; 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.

Howard C. Hassett

Mary A. Hassett

FORM No. 216—PROMISSORY NOTE

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

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 H & G INVESTMENTS, 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 Howard C. Hassett and Mary A. Hassett heirs or assigns.

Witness our hands this 28th 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.

Howard C. Hassett

Mary A. Hassett

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 31st day of JANUARY, 1977, at 2:26 o'clock P.M., and recorded in book 177 on page 1734 or as file number 24839.

Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne

COUNTY CLERK

Title.

After Recording Return to

FEE \$ 9.00

H & G Investments
407 Main Street
Klamath Falls, Oregon

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 28th day of January, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Howard C. Hassett and Mary A. Hassett

known to me to be the identical individuals 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.

James W. Bocchi
Notary Public for Oregon.

My Commission expires 10-25-78