

77 FEB 15 PM 3 24

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25509

*m*  
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1 Kelsey C. Peterson, )  
2 )  
3 Plaintiff. )  
4 )  
5 --vs- )  
6 )  
7 Jerry J. Ward, )  
8 )  
9 Defendant. )

DECLARATION OF KELSEY C. PETERSON.

8 I, Kelsey C. Peterson, declare that I am in possession of a Note  
9 for Ten Thousand Dollars, (\$10,000.00), signed by Jerry J. Ward.  
10 Said Note became due and payable on January 23, 1977. (see attach-  
11 ment "A").

12 Said Note was to be secured by a Deed of Trust, upon a single  
13 family residence located at 2257 Darrow Avenue in the City of  
14 Klamath Falls, Oregon. Representation that the Note was to be  
15 secured by the above property was made to me in the presence of  
16 Mr. Fred W. Koehler and evidenced by noting the address of said  
17 property on the Note.

18 By way of diligent efforts on my part, I have been unable to  
19 locate Jerry J. Ward.

20 I have been informed and believe that the property owned by  
21 Mr. Jerry J. Ward at 2257 Darrow Avenue in the City of Klamath  
22 Falls, Oregon, is in the process of being sold.

23 I declare that I have an interest in the above property. To  
24 secure my interest, I intend to file a Lis Pendens action as soon  
25 as I am able to retain an Oregon attorney.

26 I declare, under penalty, that if called as a witness in this  
27 action, that I could competently testify to the above facts.

28 DATED: FEB 11<sup>th</sup>, 1977.

*Kelsey C. Peterson*  
Kelsey C. Peterson

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Attachment "A"

\$10,000 -  
 FOR VALUE RECEIVED I PROMISE TO PAY TO TUSTIN CALIFORNIA Nov 23 1976  
 AT HUNTINGTON BEACH CAL. THE SUM OF TEN THOUSAND OR ORDER  
 PAYABLE within Sixty (60) Days of the above DATE. DOLLARS  
 UNTIL PAID AT THE RATE OF -- 10 -- PER CENT PER ANNUM, PAYABLE DUE DATE  
 WITH INTEREST FROM 11-23-76  
 Should the interest not be so paid, it shall thereafter bear like interest as the principal. Should default be made in the payment of any installment of principal or interest when due, then the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. The undersigned (jointly and severally) further promise to pay all costs of collection, including attorney's fees, incurred in the collection of this note. Principal and interest payable in lawful money of the United States. The makers, sureties, guarantors and endorsers of this note hereby consent to extensions of time at or after the maturity hereof, and hereby waive diligence, protest, demand and notice of every kind. Should this note be signed by more than one person, firm or corporation, all of the obligations herein contained shall be considered joint and several obligations of each signer hereof.  
2257 DARROW AVE  
KLAMATH FALLS OR. 92680  
 ADDRESS  
 REVIEW BAKS PRINTING—N-75  
Jerry J. Ward

AFTER RECORDING Return to:  
 FRED W KOEHLER Jr.  
 P.O. Box 1376  
 TUSTIN CA 92680

STATE OF OREGON,  
 County of Klamath  
 Filed for record ~~XXXXXXX~~

On this 15th day of February A.D. 19 77  
3:24 o'clock P. M., and duly  
 recorded in Vol. M 77 of MORTGAGE  
 Page 2746  
 Wm D. MILNE, County Clerk  
 By Hazel Dwyer  
 \$ 6.00