

77 FEB 15 FEB 3 24

Peterson & Schulman  
Attorneys and Counselors at Law  
11321 Sierra Boulevard, Suite G  
Tujunga, California 91020  
Telephone (714) 833-7055

25509

m  
Vol. 77 Page 2748

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

DECLARATION OF KELSEY C.  
PETERSON.

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

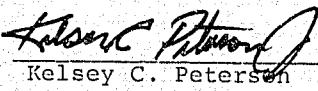
Said Note was to be secured by a Deed of Trust, upon a single  
family residence located at 2257 Darrow Avenue in the City of  
Klamath Falls, Oregon. Representation that the Note was to be  
secured by the above property was made to me in the presence of  
Mr. Fred W. Koehler and evidenced by noting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

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

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

I declare that I have an interest in the above property. To  
secure my interest, I intend to file a Lis Pendens action as soon  
as I am able to retain an Oregon attorney.  
I declare, under penalty, that if called as a witness in this  
action, that I could competently testify to the above facts.

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

  
Kelsey C. Peterson

2747

Attachment "A"

\$ 10,000 - TUSTIN CALIFORNIA Nov 23 1976  
FOR VALUE RECEIVED I PROMISE TO PAY TO LELSEY C PETERSON OR ORDER  
AT HUNTINGTON BEACH CAL. THE SUM OF TEN THOUSAND DOLLARS  
PAYABLE WITHIN Sixty (60) DAYS of the above DATE,  
WITH INTEREST FROM 11-23-76  
UNTIL PAID AT THE RATE OF -- 10 -- PER CENT PER ANNUM, PAYABLE DUE DATE  
Should the interest not be 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 BANK PRINTING N-75

*Derry J. Milne*

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

STATE OF OREGON,  
County of Klamath  
Filed for record XXXXX XXXX

On this 15th day of February A.D. 1977  
3:24 o'clock P.M. and duly  
recorded in Vol. M 77 of MORTGAGE  
File No. 2746  
Wm D. MILNE, County Clerk  
*Hazel Doyle* Deputy  
\$ 6.00