

THIS INDENTURE WITNESSETH: That L. H. STRID and ALMA M. STRID, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100 ---- Dollars (\$7,500.00), to them 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 ORE-CAL GENERAL WHOLESALE, INC., a corporation,

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

All of mortgagors' interest in and to the following-described property:

SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 21, Township 38 S., R. 9 E.W.M., and beginning at the Southeasterly corner of a tract of land conveyed to Alfred Collier by deed recorded in Deed Volume 176, Page 371, said point being N. 68°46' E. 310 feet from the NE corner of Block 42, Hillside Addition; thence N. 21°14' W. 1360.9 feet to a point; thence N. 0°00' E. 80.6 feet to a point; thence S. 68°46' W. 250 feet to a point which is the Northeasterly corner of Block 37, said Hillside Addition; thence N. along the E. boundary of Blocks 15 and 16 and being the E. boundary of Hillside Addition, 801.6 feet, more or less, to the NW corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 28; thence E. 1320 feet, more or less, to the NE corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 28; thence S. along the E. boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 28, to a point N. 68°46' E. of the point of beginning; thence S. 68°46' W. to the point of beginning, being a portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 28, Township 38 S., R. 9 E.W.M.

(Mortgagors hold a one-fourth undivided interest in said property.)

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 ORE-CAL GENERAL WHOLESALE, INC., a corporation,

its successors ~~and~~ and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of SEVEN THOUSAND FIVE HUNDRED AND NO/100 ---- Dollars (\$7,500.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$7,500.00 after date, for value received, I, L. H. Strid, 1975, promise to pay to the order of ORE-CAL GENERAL WHOLESALE, INC. at ORE-CAL GENERAL WHOLESALE, INC. DOLLARS, in lawful money of the United States of America, with interest thereon in like lawful money at the rate of 10 per cent, per annum, from the date of this note until paid. Interest to be paid monthly and if not so paid, the whole sum of both principal and interest to become immediately due and collectible, at the option of the holder of this note. And in case suit or action is instituted to collect this note, or any portion thereof, I, the undersigned, do hereby promise and agree to pay, in addition to the costs and disbursements provided by statute, such additional sum, in like lawful money, as the Court may adjudge reasonable, for Attorney's fees to be allowed in said suit or action.

No. 5

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:

- (a) ~~for the purchase of real property in the State of Oregon~~
 (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 ORE-CAL GENERAL WHOLESALE, INC., a corporation, its successors

and 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 L. H. STRID and ALMA M. STRID, husband and wife, their heirs or assigns.

Witness our hands this 3rd day of June, 1975

*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.

L. H. Strid
Alma M. Strid

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 16th day of FEBRUARY, 1977, at 10:29 o'clock A.M., and recorded in book M. 77 on page 2810 or as file number 25548. Record of Mortgages of said County. Witness my hand and seal of County affixed.

W. D. MILNE

COUNTY CLERK

Title

By *Harold D. Milne* Deputy

ALLER RECORDING RETURN TO

FEE \$ 6.00

STATE OF OREGON,

County of KLAMATH

SS.

BE IT REMEMBERED, That on this 10th day of September, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named L. H. STRID and ALMA M. STRID, husband and wife,

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.

Harold D. Milne

Notary Public for Oregon

My Commission expires 11/25/76