

25837

HOME REMODELING LOAN

Vol. 77 Page

3005

INSTALMENT NOTE & MORTGAGE

First Federal Savings & Loan Association

Klamath Falls, Oregon

Loan No. 32-40002

For value received, the undersigned promise to pay to the order of First Federal Savings & Loan Association of Klamath Falls, Klamath Falls, Oregon the amount stipulated herein as TIME BALANCE in equal monthly instalments shown herein as MONTHLY PAYMENT beginning on the date set forth herein as FIRST PAYMENT DUE and on the same day of each month thereafter, together with interest from maturity at percent per annum. Should any instalment due hereunder become more than fifteen days past due, the undersigned shall pay to the holder thereof a late charge of five cents for each one dollar of such past due instalment. Should any instalment due hereunder become more than fifteen days past due, the holder hereof may declare any balance then owing due and payable. If suit or action be brought on this note, the undersigned agree to pay such costs and attorney's fees as the trial court may adjudge reasonable, and on appeal, if any, similar fees in the appellate court to be fixed by that court; and

Cash Sale Price \$
 Down Payment \$
 Principal Balance \$ 9,000.00
 Service Charge \$ 6,305.76
 Time Balance \$15,305.76
 Number of Payments 144
 Monthly Payments \$ 106.29
 First Payment Due March 28, 1, 1977

to secure the payment of this note, the undersigned hereby mortgage to the First Federal Savings & Loan Association of Klamath Falls, Klamath Falls, Oregon, the real property situated at:

4033 Mack Street Klamath Falls Klamath Oregon
 City County State

and more specifically described as:

Beginning at a point which lies N 10°14' W a distance of 680.3 feet and S 89°26' W a distance of 205 feet from an iron pin which marks the section corner common to Sections 2, 3, 10 and 11, Township 39 South, Range 9 E., W. M., running thence S 89°26' W a distance of 125 feet; thence N 10°14' W a distance of 144.2 feet; thence N 89°24' E a distance of 125 feet; thence S 10°14' E a distance of 144.3 feet, more or less, to the place of beginning in S 1/2 S 1/2 N 1/2 SE 1/4 SE 1/4 of Section 3, Twp 39 S., R. 9 E.W.M.

Provided, that if undersigned shall pay the time balance hereinabove, time being of the essence, then this mortgage shall be void, otherwise it shall remain in full force and effect. Upon default in any payment as set forth in the note above, the mortgage may be foreclosed and the undersigned shall pay all costs, expenses and attorney's fees as the court may adjudge reasonable. The undersigned mortgagors hereby waive and release said property from any claim of homestead exemption which they may have.

I HAVE RECEIVED A COPY OF THIS DOCUMENT

Johnny L. Devine
 BUYER (Mortgagor-Obligor)

State of Oregon } ss. Date 2/18/77
 County of Klamath }

Personally appeared the above named

Johnny L. Devine and Linda M. Devine

and acknowledged the foregoing instrument to be their act and deed Before me:

Sirald V. Brown
 Notary Public for Oregon

My Commission Expires: 11-12-78

I HAVE RECEIVED A COPY OF THIS DOCUMENT

Linda M. Devine
 BUYER (Mortgagor-Obligor)

STATE OF OREGON } ss.
 County of KLAMATH }

I certify that the within instrument was received for record on the 22nd day of FEBRUARY 1977 at 8:50 o'clock A.M. and recorded in book M 77 on page 3005 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE
 County Clerk-Recorder

By Hazel Draz
 Deputy

FEE \$ 3.00