

TC

A-27780

26330

THIS INDENTURE WITNESSETH: That GEORGE H. MANNING and CHARLENE M. MANNING, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of Four Thousand Five Hundred and No/100ths Dollars (\$4,500.00), 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 JAMES FRANK MANNING, MILDRED T. MANNING and A. J. MANNING, or the survivor, of the County of Klamath, State of Oregon, the following described premises situated in Klamath County, State of Oregon, to-wit:

Lot 3 of Block 6 FIRST ADDITION TO KENO WHISPERING PINES, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

277 MAR 7 AM 10 07

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 JAMES FRANK MANNING, MILDRED T. MANNING and A. J. MANNING, or the survivor

their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Four Thousand Five Hundred and No/100ths (\$4,500.00) Dollars (\$) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 4,500.00 Klamath Falls, Oregon, Mar 4, 1977
I (or if more than one maker) we, jointly and severally, promise to pay to the order of JAMES FRANK MANNING, MILDRED T. MANNING and A. J. MANNING, JR., or the survivor, at Klamath Falls, Oregon Four Thousand Five Hundred and No/100ths (\$4,500.00) DOLLARS, with interest thereon at the rate of 6 percent per annum from February 22, 1977 until paid, payable in month installments of not less than \$ 105.69 in any one payment; interest shall be paid monthly and ^{if} ~~is~~ included in the minimum payments above required; the first payment to be made on the 5th day of APRIL 1977, and a like payment on the 5th day of each month thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not so paid, all principal and interest to become immediately due and collectible at the option of the holder of this note. 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; however, 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.
* Strike words not applicable.

/s/ GEORGE H. MANNING
/s/ CHARLENE M. MANNING

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 JAMES FRANK MANNING, MILDRED T. MANNING and A. J. MANNING, JR.

and their 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 GEORGE H. MANNING and CHARLENE M. MANNING, their heirs or assigns.

Witness OUR hand S. this 4 day of March, 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.

X George H. Manning
 X Charlene M. Manning

MORTGAGE
 (FORM No. 7)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

TO

STATE OF OREGON

County of Klamath

ss. I certify that the within instrument was received for record on the 7th day of March, 1977, at 10:07 o'clock AM, and recorded in book M77 on page 3833 or as file number 26330.

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

WM. D. MILNE

COUNTY CLERK

Title.

By *Abigail M. ...* Deputy

AFTER RECORDING RETURN TO

6.00 Klamath County

Title

FEE \$

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 4 day of March, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named GEORGE H. MANNING and CHARLENE M. MANNING, 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.

Seamus ...
 Notary Public for Oregon

My Commission expires 8-5-79