

26452

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THIS INDENTURE WITNESSETH: That

JAMES N. BARNEY

of the County of KLAMATH, State of OREGON, for and in consideration of the sum of SIX THOUSAND and no hundreds Dollars (\$ 6,000.00), to him in hand paid, the receipt whereof is hereby acknowledged, he has granted, bargained, sold and conveyed, and by these presents does grant bargain, sell and convey unto CHARLES A. FISHER

of the County of KLAMATH, State of OREGON, the following described premises situated in KLAMATH County, State of OREGON, to-wit:

The Southerly 48 feet of Lot 18 and the Northerly 32 feet of Lot 19 in Block 3 of SHADOW HILLS NO. 1, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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 CHARLES A. FISHER

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of SIX THOUSAND and no hundreds Dollars (\$ 6,000.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 6,000.00 Klamath Falls, Ore., March 8, 19 77
On or before sixty days after date, I (or if more than one maker) we jointly and severally promise to pay to the order of CHARLES A. FISHER
at 403 Main St., Klamath Falls, Ore.
SIX THOUSAND and no hundreds DOLLARS
with interest thereon at the rate of % per annum from until paid; interest to be paid and if not so paid, all principal and interest, at the option of the holder of this note, to become immediately due and collectible. Any part hereof may be paid at any time. 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; 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.

/s/ James N. Barney

FORM No. 216—PROMISSORY NOTE

STEVEN H. NESS LAW FIRM, P.C., PORTLAND, ORE.

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to-wit: May 8, 19 77

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

CHARLES A. FISHER

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

JAMES N. BARNEY

heirs or assigns.

Witness my hand this 8th day of March, 19 77

*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.

James N. Barney

James N. Barney

MORTGAGE

(FORM NO. 7)

STEVENS-NESS LAW FIRM, P.C., PORTLAND, ORE.

BARNEY

TO

FISHER

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 9th day of MARCH, 19 77, at 12:22 o'clock P.M., and recorded in book M. 77 on page 4001. Record of Mortgages of said County. Witness my hand and seal of County affixed.

WM. D. MILNE

COUNTY CLERK

Title

By *James N. Barney* Deputy

ACER RECORDING RETURN TO

FEE \$ 6.00

Charles A. Fisher

403 Main Street

Klamath Falls, Oregon

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 8th day of March, 19 77, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named James N. Barney known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he 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.

William D. Milne

Notary Public for Oregon.

My Commission expires 7-19-78