

THIS INDENTURE WITNESSETH: That WALTER EGGSMAN, mortgagor, of the County of Klamath, State of Oregon, for and in consideration of the sum of Three Thousand Five Hundred and Three no/100 Dollars (\$3,503.00-), to him in hand paid, the receipt whereof is hereby acknowledged, ha S granted, bargained, sold and conveyed, and by these presents do SS grant bargain, sell and convey unto WILBER EGGSMAN, mortgagee,

A tract of land situated in the E½ of the E½ of Section 21-34-T

That portion of the E½ E½ of said Section lying East of the Easterly right of way line 9 Green Forest Drive and North of the Northerly of Deed recorded June 24, 1973, in Vol. M73, page 8233; Also that portion of the E½ E½ lying South of the Southerly line of Deed Vol. M76, page 16681, recorded October 24, 1973, in Vol. M73 page 8233; West of the Westerly right of way line of the plot of Sprague River Pines; and North of the Northerly right of way line of the Sprague River

**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 Wilbur Eggman**

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Three Thousand Five Hundred and Three and no/100-----Dollars (\$3,503.00) in accordance with the terms of that certain promissory note of which the

\$ 3,503.00..... Klamath Falls, OR, March 25, ....., 19 77  
120 days ----- after date, I (or if more than one maker) we jointly and  
severally promise to pay to the order of Wilbur or Mabie Eggman  
at Klamath Falls, Oregon  
Three Thousand Five Hundred and Three and no/100----- DOLLARS,  
with interest thereon at the rate of 0. % 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 im-  
mediately 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  
cross action therein, is tried, heard or decided.

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**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: July 23, 1977.**



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 Wilbur Eggsman

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 Wilbur Eggsman

heirs or assigns.

Witness my hand this 28th 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. 1305, or equivalent.

# MORTGAGE

(FORM No. 7)  
 STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

WALTER EGGSMAN

TO  
 WILBUR EGGSMAN

STATE OF OREGON

County of Klamath  
 I certify that the within instrument was received for record on the 29th day of March, 1977, at 3:14 o'clock P.M., and recorded in book M 77 on page 5240 or as file number 27353  
 Record of Mortgages of said County.  
 Witness my hand and seal of County affixed.

WM. D. MILNE

County Clerk

Title  
 By *Patricia N. Wilson* Deputy

AFTER RECORDING RETURN TO

6.00 Crane & Bailey  
 325 Main Street  
 Klamath Falls, OR 97601

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 28th day of March, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Walter Eggsman

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 this day and year last above written.

*Patricia N. Wilson*  
 Notary Public for Oregon  
 My Commission expires 12/80