

L#57-41148 T/A 38-12309

FORM No. 7—MORTGAGE—Short Form.

TC

27619

Vol. 77 Page 560

THIS INDENTURE WITNESSETH: That JACK H. ROBERTS and/or KARIN W. ROBERTS, husband and wife of the County of Klamath, State of Oregon, for and in consideration of the sum of Forty nine hundred forty eight & no/100 Dollars (\$4,948.00), 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 C. P. Peyton and Doris A. Peyton, husband and wife,

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

LOT 96, MERRYMAN'S REPLAT OF VACATED PORTION OF OLD ORCHARD MANOR, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. SUBJECT TO: (1) Liens and assessments of Klamath Project and Klamath Irrigation District, and regulations, easements, contracts, water and irrigation rights in connection therewith. (2) Reservations and restrictions contained in the dedication of MERRYMAN'S REPLAT OF VACATED PORTION OF OLD ORCHARD MANOR. (3) Building restrictions as shown on the plat of MERRYMAN'S REPLAT OF VACATED PORTION OF OLD ORCHARD MANOR. (4) Twenty-foot building setback line as shown on the plat of MERRYMAN'S REPLAT OF VACATED PORTION OF OLD ORCHARD MANOR.

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 C. P. Peyton and Doris A. Peyton, husband and wife, their

heirs and assigns forever. THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Forty nine hundred forty eight & no/100 Dollars (\$4,948.00) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

\$4,948.00
1970 year
Klamath Falls, Ora, March 28, 1977
severally promise to pay to the order of C. P. Peyton or Doris A. Peyton
at 1562 Earle St., Klamath Falls, Ora.
Forty nine hundred forty eight & no/100 DOLLARS,
with interest thereon at the rate of 10% per annum from March 28, 1977 until paid; interest to be paid
monthly and if not so paid, all principal and interest, at the option of the holder of this note, to become imme-
diately 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.
Note for Lot 96, Old Orchard Manor. Jack A. Roberts
Karin W. Roberts

FORM No. 216—PROMISSORY NOTE

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

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled prin-
cipal payment becomes due, to-wit: March 28, 1978.

