

A-27935

THIS INDENTURE WITNESSETH: That JAMES H. RAINWATER and SHIRLIE A. RAINWATER, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of Twenty Three Thousand Three Hundred & No/100 Dollars (\$ 23,300), 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 DONALD L. SLOAN and HAZEL I. SLOAN, husband and wife,

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

PARCEL 1: A parcel of land situated in the SW $\frac{1}{4}$ of Section 11, Township 39 South, Range 9 E.W.M. and more particularly described as follows: Beginning at a point on the South line of Bristol Avenue which is North 89°32'55" East a distance of 1356.15 feet and South 0°27'05" East a distance of 30.0 feet from the Northwest corner of the S $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 11; thence continuing South 0°27'05" East parallel to the West line of The Meadows, a distance of 145.0 feet to a point; thence South 89°32'55" West, parallel with the South line of Bristol Avenue, a distance of 100.00 feet to a point; thence North 0°27'05" West, parallel with the West line of The Meadows, a distance of 145.0 feet to a point on the South line of Bristol Avenue; thence North 89°32'55" East along said South line a distance of 100.0 feet to the point of beginning.

PARCEL 2: A parcel of land situate in the SW $\frac{1}{4}$ of Section 11, Township 39 South, Range 9 E.W.M. and more particularly described as follows: Beginning at a point on the South line of Bristol Avenue which is North 89°32'55" East a distance of 1,516.15 feet and South 0°27'05" East a distance of 30.0 feet from the Northwest corner of the S $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 11, said point also being the Northwest corner of Tract No. 1026, The Meadows; thence continuing South 0°27'05" East along the West line of The Meadows a distance of 144.0 feet to a point; thence South 89°32'55" West, parallel with the South line of Bristol Avenue, a distance of 110.0 feet to a point; thence North 0°27'05" West, parallel with the West line of The Meadows, a distance of 144.0 feet to a point on the South line of Bristol Avenue; thence North 89°32'55" East along said South Line a distance of 110.0 feet to the point of beginning.

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 DONALD L. SLOAN and HAZEL I. SLOAN, husband and wife,

their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Twenty Three Thousand Three Hundred and No/100ths (\$ 23,300.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

SAID PROMISSORY NOTE IS ATTACHED HERETO

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: 19

FORREST E. COOPER

11 May 1943

STATE OF Oregon
County of Klamath
April 11

Personally
FRANTZ AND

ment to be

(OFFICIAL SEAL)

Before Notary

My com

7419

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 DONALD L. SLOAN and HAZEL I. SLOAN, husband and wife,

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 JAMES H. RAINWATER and SHIRLIE A. RAINWATER, husband and wife, their heirs or assigns.

Witness our hand S. this 29 day of April, 1977.

James H. Rainwater
Shirley A. Rainwater

*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.

MORTGAGE

(FORM No. 7)

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

TO

STATE OF OREGON

County of KLAMATH

I certify that the within instrument was received for record on the 2nd day of MAY, 1977, at 9:49 o'clock AM., and recorded in book M77 on page 7418 or as file number 28906.

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

W. D. MILNE

COUNTY CLERK

Title.

By *Harold J. May* Deputy.

AFTER RECORDING RETURN TO

FEES \$ 6.00

XCTC

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 29 day of April, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JAMES H. RAINWATER and SHIRLIE A. RAINWATER, husband and wife,

known to me to be the identical individual S. 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.

Shirley A. Rainwater
Notary Public for Oregon.
My Commission expires 8-2-79

FORREST E. COOPER

11 MAY 1977

STATE OF OREGON
County of Klamath
Notary Public
My Commission Expires 8-2-79