

30242

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HOME REMODELING LOAN MTC1396

INSTALMENT NOTE &amp; MORTGAGE

## First Federal Savings &amp; Loan Association

Klamath Falls, Oregon

Loan No. 32-40003

For value received, the undersigned promise to pay to the order of First Federal Savings & Loan Association of Klamath Falls, Klamath Falls, Oregon the amount stipulated herein as TIME BALANCE in equal monthly instalments shown herein as MONTHLY PAYMENT beginning on the date set forth herein as FIRST PAYMENT DUE and on the same day of each month thereafter, together with interest from maturity at percent per annum. Should any instalment due hereunder become more than fifteen days past due, the undersigned shall pay to the holder thereof a late charge of five cents for each one dollar of such past due instalment. Should any instalment due hereunder become more than fifteen days past due, the holder hereof may declare any balance then owing due and payable. If suit or action be brought on this note, the undersigned agree to pay such costs and attorney's fees as the trial court may adjudge reasonable, and on appeal, if any, similar fees in the appellate court to be fixed by that court, and

Cash Sale Price ..... \$  
 Down Payment ..... \$  
 Principal Balance ..... \$2,820.00  
 Service Charge ..... \$1,606.80  
 Time Balance ..... \$4,426.80  
 Number of Payments ..... 120  
 Monthly Payments ..... \$36.89  
 First Payment Due July 10, 1977

to secure the payment of this note, the undersigned hereby mortgage to the First Federal Savings & Loan Association of Klamath Falls, Klamath Falls, Oregon, the real property situated at:

5820 Alva Avenue Klamath Falls, Klamath Oregon  
 Street City County State

and more specifically described as:

The Westerly 37½ feet of Lot 14, and the Easterly 35 feet of Lot 13, MADISON PARK ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Provided, that if undersigned shall pay the time balance hereinabove, time being of the essence, then this mortgage shall be void, otherwise it shall remain in full force and effect. Upon default in any payment as set forth in the note above, the mortgage may be foreclosed and the undersigned shall pay all costs, expenses and attorney's fees as the court may adjudge reasonable. The undersigned mortgagors hereby waive and release said property from any claim of homestead exemption which they may have.

I HAVE RECEIVED A COPY OF THIS DOCUMENT

John L. Myers Jr.  
 BUYER (Mortgagor-Obligor)

State of Oregon } ss. Date May 27, 1977  
 County of Klamath }

Personally appeared the above named John L. Myers, Jr. and Roxie A. Myers

and acknowledged the foregoing instrument to be their act and deed. Before me:

Samuel W. Beane  
 Notary Public for Oregon

My Commission Expires: 11-12-78

I HAVE RECEIVED A COPY OF THIS DOCUMENT

Roxie A. Myers  
 BUYER (Mortgagor-Obligor)

STATE OF OREGON } ss.  
 County of Klamath }

I certify that the within instrument was received for record on the 27 day of May, 1977 at 3:52 o'clock P.M., and recorded in book M 77 on page 9348. Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm D Milne  
 County Clerk-Recorder

By Hazel Drizal  
 Deputy  
 3.00