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THIS INDENTURE WITNESSETH: That NORMAN H. ALDINGER and CARLA M. ALDINGER, husband and wife of the County of Klamath, State of Oregon, for and in consideration of the sum of TWO THOUSAND and no hundreds Dollars (\$ 2,000.00), 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 BRUCE W. QUINN and ETHEL QUINN, husband and wife

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

A portion of the E¹/₂SW¹/₄ of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point on the Easterly boundary of said E¹/₂SW¹/₄ of Section 2, which is North 88°57' East, 330.02 feet and thence North 0°35' West, 1263.8 feet, from the Southwest corner of the SE¹/₄SW¹/₄ of said Section 2; thence North 0°35' West, 79.61 feet, more or less, to the Northeast corner of said E¹/₂SW¹/₄; thence South 89°24' West along the North line of said SE¹/₄SW¹/₄, a distance of 165 feet, more or less, to the Northwest corner of said E¹/₂SW¹/₄; thence South 0°35' East, 49.53 feet; thence South 45°35' East, 42.43 feet; thence North 89°25' East, 135.00 feet, more or less, to 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 BRUCE W. QUINN and ETHEL QUINN, husband and wife

heirs and assigns forever.
THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of TWO THOUSAND and no hundreds Dollars (\$ 2,000.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 2,000.00 Klamath Falls, Oregon July 5, 1977
I (or if more than one maker) we, jointly and severally, promise to pay to the order of BRUCE W. QUINN and ETHEL QUINN, husband and wife at Mountain Title Co., 407 Main, Klamath Falls, TWO THOUSAND and no hundreds DOLLARS, with interest thereon at the rate of 9.0 percent per annum from July 5, 1977 until paid, payable in monthly installments of not less than \$ 40.00 in any one payment; interest shall be paid monthly and is included in the minimum payments above required; the first payment to be made on the 25th day of August 19 77, and a like payment on the 25th day of each month thereafter, until the whole sum, principal and interest has been paid; if any of said installments is not so paid, all principal and interest to become immediately due and collectible at the option of the holder of this note. 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; however, 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.
* Strike words not applicable.

/s/ Norman H. Aldinger

/s/ Carla M. Aldinger

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 **BRUCE W. QUINN and ETHEL QUINN,** 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 **NORMAN H. ALDINGER and CARLA M. ALDINGER,** husband and wife heirs or assigns.

Witness our hands this 5th day of July, 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. 1306, or equivalent.

Norman H. Aldinger
Carla M. Aldinger

MORTGAGE

(FORM No. 7)

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

TO

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 5th day of July, 1977, at 10:00 o'clock A.M., and recorded in book 11377 on page 11367 or as file number 32017. Record of Mortgages of said County. Witness my hand and seal of County affixed.

Mr. D. Milne

County Clerk

Title.

By *Hand of Deputy*

AFTER RECORDING RETURN TO

Fee \$6.00

1170 E. Street 1377

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 5th day of July, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **Norman H. Aldinger and Carla M. Aldinger**

known to me to be the identical individuals 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.

Judy Bluta
Notary Public for Oregon.

My Commission expires

8-12-77