

Otey, David
Carol

3.053 090 450 01 66160

02000 0764

TRACT 771-77
Vol 17

11872

Date 10/17/1946
Western Red's - Foreign Corp

aluminum siding
3546 Idaho St., Ketchikan Falls, Ala.

June 1964

3000

3620'

362000

1064, 600

1070

46 24 65

462761

60

expanding the number of people who can benefit from the program.

Aug 1, 1977

72. 16.

July 1, 1962

Kī ā māi R

County, State of Oregon:

Flat 11, Block 2, Cascade addition to Klamath Falls, Oregon

[illegible][illegible]

11. If Customer fails to pay any amount due to Creditor on or before the date after which a demand is made, after any scheduled date, Customer will pay a late charge of 5% of the amount due. Customer shall also pay all reasonable attorney's fees and expenses that Creditor may incur to assure Creditor's interest in the property is protected, including reasonable attorney's fees and expenses incurred in the property, if Customer fails to do so, together with interest at 10% per annum on the amount due. If any payment or payments are not made as agreed, or any other default under this contract occurs, the entire amount due under this contract shall become immediately due, in which event the amount due shall be computed in the same way as for a prepayment. After any default under this contract, Creditor shall be entitled to: (1) reasonable amount spent in repossessing, foreclosing, or otherwise recovering the property, (2) reasonable attorney's fees, including any for appeals that are paid or owed to attorneys, and (3) reasonable costs of collection, including reasonable attorney's fees and expenses for all attorneys and who are not Creditor's salaried employee, or other person or entity.

[illegible]

Davis 0754

—Primo, on 12/20/2000 at 11:00 AM

3540 Kope St, Klamath Falls, Ore

The undersigned acknowledges receipt of a completed copy of this contract.

1. Submitter (Customer) - David Otey
 2. Submitter (Customer) - Gary Lynn Otey
 3. Reviewer - Paul A. Hunter

66160

882-9668

11873

STATE OF OREGON

County of Clatsop)
) ss.
 On this 6th day of July, 1977, before me personally appeared Walter S. Cullough,
 witness, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as a witness, thereby
 He, being duly sworn by me, stated that he resides in Clatsop County, Oregon, that he was present and saw Walter S. Cullough
 and Walter S. Cullough, personally known to him to be the signers of the foregoing in-
 strument as parties thereto, sign and deliver the same and he heard them acknowledge that they executed the same, and that he, the witness,
 thereupon signed his name as a witness thereto at the request of said Walter S. Cullough and Walter S. Cullough.

Walter S. Cullough
 Notary Public for Oregon
 My Commission expires: 11-25-78

CREDITOR (CONTRACTOR'S) CERTIFICATE OF COMPLETION

I hereby warrant that all materials and supplies listed on the face hereof or on any exhibits hereto have been furnished and paid for and that all
 laborers and subcontractors have been paid or will be paid promptly. I further certify that the writing on the face hereof, as supplemented by
 any attached exhibits, contain the entire agreement between the Creditor (contractor) and Customer (buyer) and that the improvements have
 not been misrepresented.

Date Signed

6-27-77

Creditor

Walter S. Cullough

Title

See

By

Walter S. Cullough

ENDORSEMENT AND ASSIGNMENT

The undersigned Creditor hereby sells, endorses, and assigns the contract, assigns the mortgage, and conveys all the Creditor's right, title and
 interest in the Property, to Walter S. Cullough, and that there is unpaid thereon the full
 Creditor represents and warrants that the within agreement is valid and enforceable against Customer, and that there is unpaid thereon the full
 amount represented as being owing thereon, which amount is not and will not be subject to any defense, set-off or counterclaim whatsoever,
 or want of legal capacity on the part of Customer. Creditor shall indemnify and hold harmless the Assignee against all claims and defenses,
 whether valid or invalid, relating to labor, materials, and supplies purchased by Customer or acts or omissions of Creditor including, without
 limitation, any based on the Federal Consumer Credit Protection Act or other state or federal law.

STATE OF OREGON

County of Clatsop

Before me appeared the within-named and acknowledged the foregoing instrument to be his voluntary act and deed.

Walter S. Cullough
 Notary Public for Oregon
 My commission expires: 11-25-78

Mortgage

ASSIGNMENT TO

STATE OF OREGON
 County of Klamath

I certify that the within instrument was received for record
 on the 6th day of July
1977 at 11:37 A. M. and recorded in
 Book M 77 on page 11872 Record of Mortgages
 of said County.

Wm. D. Milne
 County Clerk (Recorder)

By

Walter S. Cullough
 Deputy

Fee \$6.00
 AFTER RECORDING RETURN TO

for the attention of:

Office
 Address
 Oregon
 Department