

MTC 3603

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32793

THIS INDENTURE WITNESSETH: That husband and wife

CECIL R. SOMMERS and MILDRED K. SOMMERS,

of the County of Klamath, State of Oregon, for and in consideration of the sum of FIVE THOUSAND FOUR HUNDRED and no hundreds Dollars (\$ 5,400.00), to us 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 RICHARD JOHN TOOMEY and MARY ELLEN TOOMEY, husband and wife

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

The $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 22, Township 36 South, Range 12 East, Willamette Meridian, Klamath County, Oregon, lying West of the Westerly right-of-way of the Yellow Jacket Springs Road.

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 RICHARD JOHN TOOMEY and MARY ELLEN TOOMEY, husband and wife

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of FIVE THOUSAND FOUR HUNDRED and no hundreds Dollars (\$ 5,400.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 5,400.00 Klamath Falls, Oregon, July 21, 1977
I (or if more than one maker) we, jointly and severally, promise to pay to the order of RICHARD JOHN TOOMEY and MARY ELLEN TOOMEY, husband and wife at Mountain Title Co., Klamath Falls, Oregon FIVE THOUSAND FOUR HUNDRED and no hundreds DOLLARS with interest thereon at the rate of 6.0% percent per annum from date hereof until paid, payable in monthly installments of not less than \$ 104.40 in any one payment; interest shall be paid monthly and the minimum payments above required; the first payment to be made on the 21st day of August 1977, and a like payment on the 21st 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.

Cecil R. Sommers
Mildred Kay Sommers

FORM No. 217—INSTALLMENT NOTE.

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: July 21, 1982

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 RICHARD JOHN TOOMEY and MARY ELLEN TOOMEY, 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 CECIL R. SOMMERS and MILDRED K. SOMMERS, husband and wife heirs or assigns.

Witness our hands this 15th 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.

Cecil R. Sommers
Mildred K. Sommers

MORTGAGE

(FORM No. 7)
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

TO

STATE OF OREGON

County of Klamath ss.

I certify that the within instrument was received for record on the 21st day of July, 1977, at 9:09 o'clock AM, and recorded in book 77 on page 12891 or as file number 32793. Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title.

By *Richard D. Gray* Deputy.

AFTER RECORDING RETURN TO

Fee \$6.00

Mountain Title Co

407 Main

Klamath Falls

#1356

STATE OF OREGON,

County of Klamath ss.

BE IT REMEMBERED, That on this 15th day of July, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Cecil R. Sommers and Mildred K. Sommers

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.

John Blubaugh

Notary Public for Oregon.

My Commission expires 8-12-77