

33738

Vol. 17 Page 14377

THIS INDENTURE WITNESSETH: That JACK L. HOGGARTH and MARY W. HOGGARTH, husband and wife of the County of Klamath, State of Oregon, for and in consideration of the sum of SEVEN THOUSAND EIGHTY and thirty hundreds Dollars (\$7,080.30), 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 CHARLES A. FISHER

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

Lot 22 and the Westerly 18 feet of Lot 23 of WEST PARK in the city of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

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 CHARLES A. FISHER

heirs and assigns forever. THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of SEVEN THOUSAND EIGHTY and thirty hundreds Dollars (\$7,080.30) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$7,080.30 Klamath Falls, Ore. August 9, 1977
On or before 90 days after date, I (or if more than one maker) we jointly and severally promise to pay to the order of CHARLES A. FISHER
at 403 Main Street, Klamath Falls, Oregon
SEVEN THOUSAND EIGHTY and thirty hundreds DOLLARS
with interest thereon at the rate of — % per annum from — until paid; interest to be paid and if not so paid, all principal and interest, at the option of the holder of this note, to become immediately due and collectible. Any part hereof may be paid at any time. If this note is placed in the hands of an attorney for collection, I do promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; 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.

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: November 9, 1977.

43334

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 CHARLES A. FISHER

and his 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 JACK L. HOGGARTH and MARY W. HOGGARTH, husband and wife, heirs or assigns.

Witness our hands this 9th day of August, 1977

*IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgage 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.

Jack L. Hoggarth
Mary W. Hoggarth

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 9th day of AUGUST, 1977, at 12:30 o'clock P.M., and recorded in book M77 on page 14377 or as file number 33798.
Record of Mortgages of said County.
Witness my hand and seal of County affixed.

WM. D. MILNE

COUNTY CLERK Title

By *Charles A. Fisher*
AFTER RECORDING RETURN TO

FEES \$ 6.00

Charles A. Fisher
403 Main
Klamath Falls, Ore.

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED, That on this 9th day of August, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Jack L. Hoggarth and Mary W. Hoggarth

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.

William D. Milne
Notary Public for Oregon. 9/24/80
My Commission expires 9/24/80