

7172 1514-3840

TC

34448

Vol. 77 Page 15329

THIS INDENTURE WITNESSETH: That BOBBY LEE AUSTIN AND PEARL B. AUSTIN
 HUSBAND AND WIFE
 of the County of KLAMATH, State of OREGON, for and in consideration of the sum of
THREE THOUSAND FIVE HUNDRED AND 00/100—Dollars (\$ 3,500.00), to them
 in hand paid, the receipt whereof is hereby acknowledged, ha S. granted, bargained, sold and conveyed, and
 by these presents do grant bargain, sell and convey unto LOUIS F. VANDERGRIF, ORA S.
VANDERGRIF AND LOLA DEPEW
 of the County of CONTRA COSTA, State
 of CALIFORNIA, the following described premises situated in KLAMATH County, State of
OREGON, to-wit:

The NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 28, Township 40 South,
 Range 8 East of the Willamette Meridian, 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 Louis F. Vandergriff,
Ora S. Vandergriff and Lola Depew

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of
THREE THOUSAND FIVE HUNDRED AND 00/100—Dollars
 (\$ 3,500.00) in accordance with the terms of 1 certain promissory note of which the

\$ 3,500.00 Klamath Falls, Oregon, August 19, 1977
 I (or if more than one maker) we, jointly and severally, promise to pay to the order of
LOUIS F. VANDERGRIF, ORA S. VANDERGRIF, LOLA DEPEW
at 2855 19th St., San Pablo, Ca. 94806
THREE THOUSAND FIVE HUNDRED and no/100 DOLLARS,
 with interest thereon at the rate of 8 percent per annum from date hereof until paid, payable in
monthly installments of not less than \$ 50.00 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 19th day of September
 19 77, and a like payment on the 19th 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.

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled prin-
 cipal payment becomes due, to-wit: 19

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 Louis F. Vandergriff, Ora S. Vandergriff, Lola Depew

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 Bobby Lee Austin and Pearl B. Asutin heirs or assigns.

Witness their hands this 19 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 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.

Bobby L Austin
 Pearl B. Austin

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

19 day of August, 1977,

at 3:52 o'clock P.M., and recorded

in book m77 on page 15329

or as file number 34448

Record of Mortgages of said County.

Witness my hand and seal of

County affixed. fee 6.00

Wm. D. Milne

County Clerk

By Hazel May Deputy

AFTER RECORDING RETURN TO

1855 19th St.

San Pablo, Ca.

94800

Louis F. Vandergriff

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 19 day of August, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Bobby L Austin & Pearl B. Austin

known to me to be the identical individual 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.

Notary Public for Oregon

My Commission Expires 5/26/78