

34456

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HOME REMODELING LOAN

INSTALMENT NOTE & MORTGAGE

First Federal Savings & Loan Association

Klamath Falls, Oregon

Loan No. 32-00077

For value received, the undersigned promise to pay to the order of First Federal Savings & Loan Association of Klamath Falls, Klamath Falls, Oregon the amount stipulated herein as TIME BALANCE in equal monthly instalments shown herein as MONTHLY PAYMENT beginning on the date set forth herein as FIRST PAYMENT DUE and on the same day of each month thereafter, together with interest from maturity at percent per annum. Should any instalment due hereunder become more than fifteen days past due, the undersigned shall pay to the holder thereof a late charge of five cents for each one dollar of such past due instalment. Should any instalment due hereunder become more than fifteen days past due, the holder hereof may declare any balance then owing due and payable. If suit or action be brought on this note, the undersigned agree to pay such costs and attorney's fees as the trial court may adjudge reasonable, and on appeal, if any, similar fees in the appellate court to be fixed by that court, and

Cash Sale Price \$
Down Payment \$
Principal Balance \$ 1,500.00
Service Charge \$ 157.20
Time Balance \$ 1,657.20
Number of Payments 24
Monthly Payments \$ 69.05
First Payment Due OCT. 2, 1977.

to secure the payment of this note, the undersigned hereby mortgage to the First Federal Savings & Loan Association of Klamath Falls, Klamath Falls, Oregon, the real property situated at:

3472 Denver Park Street Klamath Falls, Oregon
City County State

and more specifically described as:

Lot 2 in Block 1 of Cascade Park, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Provided, that if undersigned shall pay the time balance hereinabove, time being of the essence, then this mortgage shall be void, otherwise it shall remain in full force and effect. Upon default in any payment as set forth in the note above, the mortgage may be foreclosed and the undersigned shall pay all costs, expenses and attorney's fees as the court may adjudge reasonable. The undersigned mortgagors hereby waive and release said property from any claim of homestead exemption which they may have.

I HAVE RECEIVED A COPY OF THIS DOCUMENT

Edward E. Simmons
BUYER (Mortgagor-Obligor)

State of Oregon } ss. Date
County of Klamath }

Personally appeared the above named

EDWARD E. SIMMONS AND LEATRICE

A. SIMMONS

and acknow-

ledged the foregoing instrument to be their
act and deed, before me:

Wm D Milne
Notary Public for Oregon

My Commission Expires: 4/24/81

I HAVE RECEIVED A COPY OF THIS DOCUMENT

Leatrice A. Simmons
BUYER (Mortgagor-Obligor)

STATE OF OREGON } ss.
County of Klamath }

I certify that the within instrument was received for record on the 22 day of August

1977 at 10:40 o'clock A.M. and recorded in book M 77 on page 15341

Record of Mortgages of said County.

Witness my hand and seal of County affixed.
Wm D Milne

County Clerk Recorder
By Wm D Milne Deputy
3.00

FORM No. 633—WARRANTY DEED (Individual or Corporate)

01-10864

N/T 3893

34457

WARRANTY DEED

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KNOW ALL MEN BY THESE PRESENTS, That DALE LEWIS STOCKER - - -

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by I. V. SMIRNOV and IRENE SMIRNOV, husband and wife - - -, hereinafter called the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

The W $\frac{1}{2}$ of Lot 13 in Block 2 of BRYANT TRACTS NO. 2, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever. And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except reservations, restrictions, rights of way of record and those apparent on the land, - - -

grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$19,000.00

However, the actual consideration consists of or includes other property or value given or promised which is

consideration (indicate which) (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 23rd day of August, 1977; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If executed by a corporation, affix corporate seal)

STATE OF OREGON, } ss.
County of Klamath }
August 27, 1977

Personally appeared the above named
Dale Lewis Stocker - - -

and acknowledged the foregoing instrument to be his voluntary act and deed.

Wm D Milne
Notary Public for Oregon
My commission expires: 4/24/81

Dale Lewis Stocker
P. O. Box 66
Carlton, Oregon 97111

I. V. and Irene Smirnov
2460 Patterson Street
Klamath Falls, Oregon 97601

After recording return to:
I. V. and Irene Smirnov
2460 Patterson Street
Klamath Falls, Oregon 97601

Until a change is registered all tax statements shall be sent to the following address:
I. V. and Irene Smirnov
2460 Patterson Street
Klamath Falls, Oregon 97601

STATE OF OREGON, County of } ss.
1977

Personally appeared _____ who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:
Notary Public for Oregon
My commission expires:

STATE OF OREGON, } ss.

County of Klamath }

I certify that the within instrument was received for record on the 22 day of August, 1977, at 10:41 o'clock A.M. and recorded in book M 77 on page 15342 or as file/reel number 34457

Record of Deeds of said county.
Witness my hand and seal of County affixed.

WM. D. MILNE, County Clerk
Recording Officer
By Wm D Milne Deputy
3.00