

TC

34591

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THIS INDENTURE WITNESSETH That GILBERT JACKSON, of the County of Los Angeles, State of California, for and in consideration of the sum of FIVE THOUSAND FIVE HUNDRED Dollars (\$5,500), 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 J. Collins and Patricia M. Collins, husband and wife

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

Township 24 South, Range 7 East of the Willamette Meridian
Section 7: E 1/4 NW 1/4

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

FIVE THOUSAND FIVE HUNDRED Dollars (\$5,500) in accordance with the terms of one certain promissory note of which the following is a substantial copy:

\$5,500 Los Angeles, Calif. July 1, 1977
Collins and Patricia M. Collins, husband and wife, or the survivor thereof
FIVE THOUSAND FIVE HUNDRED Dollars
with interest thereon at the rate of 8 percent per annum from date
Semi-annual installments of not less than \$687.50 until paid, payable in addition to the minimum payments above required, the first payment to be made on the 1st day of December, 1977, and a like payment on the 1st day of December 8, 1978, 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 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.

Principal payment becomes due, to-wit:

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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 J. Collins and Patricia M. Collins, 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 **Gilbert Jackson** and **his** heirs or assigns.

Witness **443** hand S. this **1st** day of **July**, 19**77**.

*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.

Gilbert H. Jackson

STATE OF ~~OREGON~~ CALIFORNIA
 County of **LOS ANGELES**

BE IT REMEMBERED, That on this **1st** day of **July**, 19**77**, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **Gilbert Jackson**

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that **he** 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.



OFFICIAL SEAL
YVONNE JOHNSON
 NOTARY PUBLIC - CALIFORNIA
 PRINCIPAL OFFICE IN
 LOS ANGELES COUNTY
 My Commission Expires Oct. 6, 1980

Yvonne Johnson
 Notary Public for **Oregon**, California
 My Commission expires **October 6, 1980**

MORTGAGE

(FORM No. 7)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

TO

Favell-Utley Corporation

P.O. Box **10771**

Lakeview, Oregon **97630**

31201

SPACE RESERVED
 FOR
 RECORDER'S USE

STATE OF OREGON

County of **KLAMATH**

I certify that the within instrument was received for record on the **21th** day of **AUGUST**, 19**77**, at **9:19** o'clock **A.M.**, and recorded in book **M77** on page **15561** or as file/reel number **34591**.
 Record of Mortgages of said County.
 Witness my hand and seal of

By **Agathe Drazis Deputy**

FEE \$ **6.00**

PLACE
 OF
 DEATH

US
 RESID
 IF DEATH
 CERTIFICATE
 REQUIRED

PROTEST
 OR CORRECTION
 CERTIFICATE

FUNERAL
 DIRECTOR
 AND
 LODGING
 REGISTRATION

DECEASED AND HEALTH DATA

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Form

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