

TO

35597

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THIS INDENTURE WITNESSETH: That

of the County of Klamath, State of Ore., for and in consideration of the sum of Twenty Six Thousand No Hundred Dollars (\$26,000), to us in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do so grant bargain, sell and convey unto Stan Villma Recumsek

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

W tract of land situated in the West 1/2 of the SE 1/4 of Section 34, Township 36 S., Range 14 East of the Willamette Meridian

Beginning at an iron pin in the Southwesterly boundary of the Klamath Falls-Lakeview Highway from which the one quarter corner of the Southern boundary of Section 34 bears S. 0° 45' 1/2 East 2146.0 feet thence S. 20° 06' East along said S. Westerly boundary of said Highway 788.7 feet to the true point of beginning thence S. 20° 06' East 79.7 feet thence S. 19° 34' West 125.0 feet thence N. 20° 06' West 79.7 feet thence N. 19° 34' East 125.0 feet to the true point of beginning

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 Stan Villma Recumsek

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Twenty Six Thousand Dollars (\$26,000) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$26,000

Klamath Falls, Ore. 9-11-1977

after date, I (or if more than one maker) we jointly and severally promise to pay to the order of Stan Villma Recumsek at 3515 Dana K Falls, Ore.

Twenty Six Thousand DOLLARS, with interest thereon at the rate of 9 1/2 % per annum from 9-11-77 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/we 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.

Dillard H. C. Chromates
Norman E. Chromates

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: 9-11-1977

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 Stan Hecumack

and Dillard H. Chronister 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 Lorraine E. Chronister heirs or assigns.

Witness my hand this 11 day of Sept, 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, or such word is defined in the Truth-in-Lending Act and Regulation, 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.

Dillard H. Chronister
Lorraine E. Chronister

STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 11 day of Sept, 19 77, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Dillard H. Chronister Lorraine E. Chronister known to me to be the identical individual(s) 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.

Guendolyn R. Schlumbohm
Notary Public for Oregon,
My Commission expires 7-21-81

MORTGAGE

(FORM No. 7)

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

TO

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

County of KLAMATH } ss.

I certify that the within instrument was received for record on the 13th day of SEPTEMBER, 1977, at 9:01 o'clock AM, and recorded in book M77 on page 17011 or as file/reel number 35597.
Record of Mortgages of said County.

WM. D. MILNE

Title

By Glenn D. Drazil Deputy.

FEE \$ 6.00

Stan Hecumack
3515 Janga
Klamath Falls, Ore.