

MTC 3957
449

Vol. 77 Page 17833

Vol. 77 Page 15853

36180 34817

STANLEY M. DOWNS

THIS INDENTURE WITNESSETH: That

of the County of Klamath, State of Oregon, for and in consideration of the sum of FIVE THOUSAND EIGHT HUNDRED FIFTY & no/100 Dollars (\$ 5,850.00), to him in hand paid, the receipt whereof is hereby acknowledged, he has granted, bargained, sold and conveyed, and by these presents do grant bargain, sell and convey unto G. ROBERT LECKLIDER and NANCY C. LECKLIDER, husband and wife

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

Lot 1, Block 4, GREEN ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

**** This instrument re-recorded to establish lien priority.

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 G. ROBERT LECKLIDER and NANCY C. LECKLIDER, husband and wife

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of FIVE THOUSAND EIGHT HUNDRED FIFTY and no hundreds Dollars (\$ 5,850.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 5,850.00 Klamath Falls, Ore. August 26, 1977
on or before ninety days after date, I (or if more than one maker) we jointly and severally promise to pay to the order of G. ROBERT LECKLIDER and NANCY C. LECKLIDER, husband and wife at Mountain Title Co., 407 Main St., Klamath Falls FIVE THOUSAND EIGHT HUNDRED FIFTY and no hundreds DOLLARS, with interest thereon at the rate of 8 % per annum from date hereof until paid; interest to be paid at maturity 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.

181 Stanley M. Downs

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 26, 1977

77 AUG 23 AM 10 59

77 SEP 23 AM 10 15

17834

15854

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 G. Robert Lecklider and Nancy C. Lecklider

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 Stanley M. Downs heirs or assigns.

Witness my hand this 26th 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.

Stanley M. Downs

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

29th day of AUGUST, 1977, at 10:59 o'clock A.M., and recorded in book M77 on page 15854 or as file number 31813.

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

LM. D. MINE, STATE

COUNTY CLERK

By Stanley M. Downs Deputy.

AFTER RECORDING RETURN TO

FEE \$ 5.00

MTC

INDEXED

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 26th day of August, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Stanley M. Downs

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.

Juan B. Blasco
 Notary Public for Oregon.

My Commission expires 8-23-81

31813

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of TRANSAMERICA TITLE INS. CO
this 23 day of SEPTEMBER A. D. 19 77 at 10:15 o'clock A. M., and
tuly recorded in Vol. M77, of MORTGAGES on Page 17833

FEE \$ 9.00

Wm D. MILNE, County Clerk
By Burtha A. Ketch