

38-3592-D 39071

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THIS INDENTURE WITNESSETH: That MARTIN M. DRESPLING, JR. and JANICE M. DRESPLING, husband and wife, of the County of Oregon, State of Oregon, for and in consideration of the sum of Seven Thousand Three Hundred Seventy Five Dollars (\$7,375.00), 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 BARBARA NONELLA

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

The N $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 12, Township 37 South, Range 14 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 BARBARA NONELLA

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Seven Thousand Three Hundred Seventy Five and No/100ths Dollars (\$7,375.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$7,375.00 Klamath Falls, November 17, 1977

I (or if more than one maker) we, jointly and severally, promise to pay to the order of BARBARA NONELLA

at First Federal Savings & Loan Association
Seven Thousand Three Hundred Seventy Five and No/100ths DOLLARS,

with interest thereon at the rate of 8 $\frac{1}{2}$ percent per annum from date of note until paid, payable in monthly installments of not less than \$75.00 in any one payment; interest shall be paid monthly and

includes in the minimum payments above required; the first payment to be made on the 15 day of December, 1977, and a like payment on the 15 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.

/s/ MARTIN M. DRESPLING, JR.

/s/ JANICE M. DRESPLING

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

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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 BARBARA NONELLA

and her 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 MARTIN M. DRESPLING, JR. and JANICE M. DRESPLING, husband and wife, their heirs or assigns.

Witness OUR hands this 12 day of NOVEMBER, 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.

Martin M. Drespling, Jr.
Janice M. Drespling

STATE OF OREGON,

County of Klamath ss.

BE IT REMEMBERED, That on this 12 day of NOVEMBER, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named MARTIN M. DRESPLING, JR. and JANICE M. DRESPLING, husband and wife, 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.

Notary Public
Wm. D. Milne
 My Commission Expires 12/1/79

MORTGAGE

(FORM No. 7)

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

TO

AFTER RECORDING RETURN 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 15th day of NOVEMBER, 1977, at 4:19 o'clock P.M., and recorded in book M77 on page 22254 or as file/reel number 39071, Record of Mortgages of said County. Witness my hand and seal of County affixed.

WM. D. MILNE Title

By Bernice A. Kitch Deputy
 FEE \$ 6.00