

41437

Vol. 16 Page 459

A-255
 THIS INDENTURE WITNESSETH: That DONALD MARC NELSON and JO ROCHEL NELSON,
 of the County of Klamath State of Oregon, for and in consideration of the sum of
Fifty Five Thousand and No/100ths Dollars (\$ 55,000.00), 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 LESLIE W. DEES,

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

SE $\frac{1}{4}$ and SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 14, NE $\frac{1}{4}$ of Section 23, Township
40 South, Range 13 East of the Willamette Meridian,
EXCEPTING THEREFROM that portion conveyed to United
States of America by deed recorded November 23, 1922
in Volume 59 on page 334, Deed Records of 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 LESLIE W. DEES

his heirs and assigns forever.
 THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of
Fifty Five Thousand and No/100ths Dollars
 (\$ 55,000) in accordance with the terms of that certain promissory note of which the
 following is a substantial copy:

SAID PROMISSORY NOTE IS ATTACHED HERETO AND MADE A
 PART HEREOF

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled prin-
 cipal 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 LESLIE W. DEES,

and his 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 DONALD MARK NELSON and JO ROCHEL NELSON, husband and wife, their heirs or assigns.

Witness OUR hands this 6 day of Jan, 19 78

*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 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.

Jo Rochel Nelson

STATE OF OREGON,
County of Klamath ss.

BE IT REMEMBERED, That on this 6 day of Jan, 19 78, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named DONALD MARK NELSON and JO ROCHEL NELSON, husband and wife,

known to me to be the identical individual 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.

[Signature]
Notary Public for Oregon
My Commission expires 8-30-79

MORTGAGE
(FORM No. 7)
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

TO
AFTER RECORDING RETURN TO
KCT Co
At Barb

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON
County of _____ ss.

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book _____ on page _____ or as file/reel number _____.
Record of Mortgages of said County.
Witness my hand and seal of County affixed.

By _____ Title _____
Deputy

PROMISSORY NOTE

\$55,000.00

Klamath Falls, Oregon

Jan 6, 1978

We, jointly and severally, promise to pay to the order of LESLIE W. DEES, at Klamath Falls, Oregon, Fifty Five Thousand and No/100ths (\$55,000.00) DOLLARS, with interest thereon at the rate of 7½ percent per annum from date hereof until paid, payable in annual installments of not less than \$4,900 in any one payment; interest shall be paid annually and is included in the minimum payments above required; the first payment to be made on the 15th day of January, 1979 and a like payment on the 15th day of each and every January thereafter, until the entire sum, both principal and interest is paid in full; 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, 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.

/s/ DONALD MARK NELSON

/s/ JO ROCHEL NELSON

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record or request of _____
 this 9th day of January A. D. 1978 at 2:54 o'clock P. M., and
 duly recorded in Vol. M78, of Mortgages on Page 459

Wm D. MILNE, County Clerk

By Bernetha A. Litch

Fee: \$9.00

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