

TC

42223

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THIS INDENTURE WITNESSETH: That LAWRENCE ALLEN HALL and ANN HALL,
 husband and wife,
 of the County of Klamath, State of Oregon, for and in consideration of the sum of
Fifty One Thousand and No/100ths Dollars (\$51,000), 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 PATRICK J. KENNEALLY, also
 known as PADDY KENNEALLY

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

E $\frac{1}{2}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ W $\frac{1}{4}$ SE $\frac{1}{4}$, S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$
 of Section 26, Township 33 South, Range 7 $\frac{1}{2}$ East of
 the Willamette Meridian

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 PATRICK J. KENNEALLY, also
 known as PADDY KENNEALLY,

his heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of
Fifty One Thousand and No/100ths Dollars
 (\$51,000.00) in accordance with the terms of that certain promissory note of which the
 following is a substantial copy:

\$ 51,000.00 Klamath Falls, Oregon, January 24, 1978

I (or if more than one maker) we, jointly and severally, promise to pay to the order of
PATRICK J. KENNEALLY, also known as PADDY KENNEALLY,

at Klamath Falls, Oregon

Fifty One Thousand and No/100ths (\$51,000.00) DOLLARS,
 with interest thereon at the rate of 4 percent per annum from January 15, 1978 until paid, payable in

annual installments of not less than \$3,000.00 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 November,
1978, and a like payment on the 15th day of November 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/ LAWRENCE ALLEN HALL

/s/ ANN HALL

capital 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 PATRICK J. KENNEALLY, also known as PADDY KENNEALLY,

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 LAWRENCE ALLEN HALL and ANN HALL, husband and wife, their heirs or assigns.

Witness our hands this 24 day of January, 1978.

*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.

+ Ann Hall

+ Lawrence Hall

STATE OF OREGON,

County of Klamath ss.

BE IT REMEMBERED, That on this 24 day of January, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named LAWRENCE ALLEN HALL and ANN HALL, 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.

Merle H. Dunning
 Notary Public for Oregon.

My Commission expires 9-16-87

MORTGAGE

(FORM No. 7)

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

PATRICK J. KENNEALLY,
 aka PADDY KENNEALLY

TO

LAWRENCE ALLEN HALL
ANN HALL

AFTER RECORDING RETURN TO

WILLIAM P. BRANDSNESS
 Attorney-at-Law
 411 Pine Street
 Klamath Falls, OR 97601

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 26th day of January, 1978, at 11:23 o'clock A.M., and recorded in book N78 on page 1567 or as file/reel number 42223.

Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne

Title

By Benjamin D. Hickey Deputy.

Fee \$6.00