42554

HOME REMODELING LOAN

Vol. 78 Page 2026 INSTALMENT NOTE & MORTGAGE

First Federal Savings & Loan Association

Klamath Falls, Oregon

Loan No. 32-00083

For value received, the undersigned promise to pay to the order of First Federal Savings & Loan Association of Klamath Falls, Klamath Falls, Oregon the amount stipulated herein as TIME BALANCE in equal monthly instalments shown herein as MONTHLY PAYMENT beginning on the date set forth herein as FIRST PAYMENT DUE and on the same day of each month thereafter, together with interest from maturity at a percent per annum. Should any instalment due hereunder become more than fifteen days past due, the undersigned shall pay to the holder thereof a late charge of five cents for each one dollar of such past due instalment. Should any instalment due hereunder become more than fifteen days past due, the holder hereof may declare any balance then owing due and payable. If suit or action be brought on this note, the undersigned agree to pay such costs and attorney's fees as the trial court may adjudge reasonable, and on appeal, if any, similar fees in the appellate court to be fixed by that court, and

Cash Sale Price \$	
Down Payment	
Principal Balance \$	7,500.00
Service Charge	2,441.76
Time Balance	9,941.76
Number of Payments	.72
Monthly Payments \$	138.08
First Payment Due March 18.	1 10 78

to secure the payment of this note, the undersigned hereby mortgage to the First Federal Savings & Loan Association of Klamath Falls, Klamath Falls, Oregon, the real property situated at:

2959 Summers Lane

Klamath Falls

City

County

and more specifically described as:

Sec 2, TWP 39, RGE 9, Portion SW 1/4, SW 1/4, Klamath County, Oregon

Provided, that if undersigned shall pay the time balance hereinabove, time being of the essence, then this mort-gage shall be void, otherwise it shall remain in full force and effect. Upon default in any payment as set forth in the note above, the mortgage may be foreclosed and the undersigned shall pay all costs, expenses and at-torney's fees as the court may adjudge reasonable. The undersigned mortgagors hereby waive and release said properly from any claim of homestead exemption which they may have.

I HAVE RECEIVED A COPY OF THIS DOCUMENT

Ruth M. Lee

BUYER (Mortgagor-Obligor)

State of Oregon

County of Klamath

Date 2-1-78

Personally appeared the above named

Ruth M. Lee

COTARA

ledged the foregoing instrument to be her Pact and lated Before

My Commission Expires: 3-21-81

I HAVE RECEIVED A COPY OF THIS DOCUMENT

BUYER (Mortgagor-Obligor)

STATE OF OREGON

County of Klamath

I certify that the within instrument was receiv-

ed for record on the 2nd day of February

 $_{\mbox{\scriptsize 19}} 78$, at 2:37 o'clock $^{\mbox{\scriptsize P}}$ M., and recorded in M78

on page 2026 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

Gernecha V. Leloch