

42957

THIS INDENTURE WITNESSETH: That

GORDON M. NIXON,

of the County of Klamath, State of Oregon, for and in consideration of the sum of Seven Thousand Nine Hundred Fifty & No/100ths Dollars (\$7,950.00), to him in hand paid, the receipt whereof is hereby acknowledged, he has granted, bargained, sold and conveyed, and by these presents do es grant bargain, sell and convey unto DONALD V. NONELLA,

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

The N $\frac{1}{2}$ of Government Lot 2 of Section 7, Township 37 South, Range 15 East of the Willamette Meridian, Klamath Cou nty, 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 DONALD V. NONELLA

his heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Seven Thousand Nine Hundred Fifty & No/100ths Dollars (\$7,950.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 7,950.00 Klamath Falls, Oregon, 1978...
I (or if more than one maker) we, jointly and severally, promise to pay to the order of DONALD V. NONELLA at First Federal Savings & Loan Association
Seven Thousand Nine Hundred Fifty and No/100ths (\$7,950.00) DOLLARS,
with interest thereon at the rate of 8% percent per annum from February 1, 1978 until paid, payable in monthly installments of not less than \$ 90.00 in any one payment; interest shall be paid monthly and 19.78 the minimum payments above required; the first payment to be made on the 1st day of March 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/ GORDON M. NIXON

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 DONALD V. NONELLA

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 GORDON M. NIXON,

his heirs or assigns.

Witness my hand this 10 day of February, 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, 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.

x Gordon M. Nixon

STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 10 day of February, 19 78, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named GORDON M. NIXON,

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.

DONNA K. RICHARDSON
 Notary Public for Oregon.
 My Commission Expires 7/21/79

MORTGAGE

(FORM No. 7)

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

TO

AFTER RECORDING RETURN TO

TA - Branch

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 13th day of February, 19 78, at 10:43 o'clock A.M., and recorded in book M78 on page 2581 or as file/reel number 4957, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne Title

By Kenneth A. Smith Deputy.

Fee \$6.00

5283