FORM No. 7—MORTGAGE—Short Form.

1396-mtc

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Vol. m78 Page 5544

THIS INDENTURE WITNESSETH: That WHITTLE ENTERPRISES, INC.

of the County of Klamath, State of Oregon, for and in consideration of the sum of SIX THOUSAND ONE HUNDRED SEVENTY-FIVE and no/100 Dollars ($6,175.00), to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents does grant bargain, sell and convey unto G. ROBERT LECKLIDER and NANCY C. LECKLIDER, husband and wife

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

Lot 3, Block 17, GREEN ACRES, according to the official plat thereof on file in the office of the County Clerk 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 G. Robert Lecklider and Nancy C. Lecklider, husband and wife,

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of SIX THOUSAND ONE HUNDRED SEVENTY-FIVE and no hundreds Dollars ($6,175.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

$ 6,175.00 Klamath Falls, Ore., March 15, 19 78

On or before 180 days after date, I (or if more than one maker) we jointly and severally promise to pay to the order of G. Robert Lecklider and Nancy C. Lecklider, husband and wife, at Klamath Falls, Oregon

SIX THOUSAND ONE HUNDRED SEVETY-FIVE an no hundreds DOLLARS, with interest thereon at the rate of 9.0 % per annum from date hereof until paid; interest to be paid at maturity and if not so paid, all principal and interest, at the option of the holder of this note, to become immediately due and collectible. Any part hereof may be paid at any time. 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; 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.

Lot 3, Block 7, GREEN ACRES.

WHITTLE ENTERPRISES, INC.

...Lecklider and Nancy C. Lecklider, husband and wife, at Whittle Enterprises, Klamath Falls, Oregon

SIX THOUSAND ONE HUNDRED SEVETY-FIVE an no hundreds DOLLARS, with interest thereon at the rate of 9.0 % per annum from date hereof until paid; interest to be paid at maturity and if not so paid, all principal and interest, at the option of the holder of this note, to become immediately due and collectible. Any part hereof may be paid at any time. 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; 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.

Lot 3, Block 7, GREEN ACRES.

WHITTLE ENTERPRISES, INC.

By: Gary T. Whittle

FORM No. 216—PROMISSORY NOTE. STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled principal payment becomes due, to wit: September 15, 19 78

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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 G. Robert Lecklider and Nancy C. Lecklider, husband and wife, and 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 Whittle Enterprises, Inc. heirs or assigns.

Witness My hand this 15 day of March, 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.

WHITTLE ENTERPRISES, INC.

By: Gary T. Whittle