

TC 45461 Vol. 74 Page 6028

THIS INDENTURE WITNESSETH: That DAVID L. CAMPBELL and DEBRA C. CAMPBELL, husband and wife of the County of Klamath, State of Oregon, for and in consideration of the sum of NINETEEN THOUSAND NINE HUNDRED EIGHTY-FIVE & no/100 Dollars (\$19,985.00), 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 CHARLES A. FISHER

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

PARCEL 1: Lot 1 in Block 27 of HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 2: Lot 2 in Block 31 of Tract 1081, FIFTH ADDITION TO KLAMATH RIVER ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

BE IT REMEMBERED that on this 29th day of March 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the said CHARLES A. FISHER, who acknowledged to me that he executed the same free and voluntarily, knowing the contents thereof, and the nature and effect of the same, and that he executed the same for the purposes and consideration therein expressed.

County of Klamath
State of Oregon

NOTARY PUBLIC
My commission expires 8-31-81

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 CHARLES A. FISHER

heirs and assigns forever.
THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of NINETEEN THOUSAND NINE HUNDRED EIGHTY-FIVE & no/100 Dollars (\$19,985.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 19,985.00 Klamath Falls, Ore. March 29, 1978

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 CHARLES A. FISHER

at 403 Main Street, Klamath Falls, Oregon

NINETEEN THOUSAND NINE HUNDRED EIGHTY-FIVE & no/100 DOLLARS.

with interest thereon at the rate of 0- % per annum from 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.

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 29, 1978.

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 **CHARLES A. FISHER**

and **this** 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 **David L. Campbell and Debra C. Campbell**

heirs or assigns.

Following is a description of the:

(1978-00) in accordance with the terms of **1978** certain documents of which the **NINETEEN THOUSAND NINE HUNDRED EIGHTY-EIGHT & NO/100** Dollars **THIS CONVEYANCE** is intended as a mortgage to secure the balance of the sum of **10,000.00** Dollars and interest thereon.

To have and to hold the same with the appurtenances unto the said **CHARLES A. FISHER** together with the heirs, assigns and assigns forever (hereby representing or to achieve obligations).

Witness **our** hands this **29th** day of **March**, 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.

David L. Campbell
Debra C. Campbell

STATE OF OREGON,

County of **Klamath** ss.

BE IT REMEMBERED, That on this **29th** day of **March**, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **David L. Campbell and Debra C. Campbell**

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.

Gray Blanton
Notary Public for Oregon
My Commission expires **8-23-81**

COMMERCIAL DESIGN

FOR MORTGAGE

(FORM No. 7)

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

OF **OREGON** the following

TO

for these purposes do grant, bargain, sell and convey the above described premises to

for the purpose of securing the loan of money to the said

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STATE OF OREGON

County of **Klamath** ss.

I certify that the within instrument was received for record on the **30th** day of **March**, 1978, at **3:25** o'clock P.M., and recorded in book **M78** on page **6028** or as file/reel number **45661**

Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne Title

By *Debra C. Campbell* Debra C. Campbell

DAVID L. CAMPBELL

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