

TC 38-14488-0 45712

Vol. ^m 78 Page 6396

THIS INDENTURE WITNESSETH: That Clifton E. Kerr and Rosa M. Kerr and Charles Henry Nigh and Shirley Mae Nigh of the County of Klamath, State of Oregon, for and in consideration of the sum of Two Thousand Nine Hundred Eighty-One Dollars and 50 cents (\$2,981.50), to in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do es grant bargain, sell and convey unto Holman Realty, Inc.

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

PARCEL 1

A tract of land situated in the NE $\frac{1}{4}$ of Section 21, Township 34 South, Range 8 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on the East line of said Section 21, said point being North 00° 00' 46" West a distance of 1085.82 feet from the East $\frac{1}{4}$ corner of said Section 21; thence South 60° 43' 16" West 487.36 feet to the Easterly right of way line of Green Forest Drive; thence along the Easterly right of way line of said Green Forest Drive, along the arc of a curve to the right (radius point bears North 43° 44' 55" East 170.00 feet, central angle is 46° 15' 05") 137.23 feet, North 1091.90 feet, along the arc of a curve to the left (radius is 230.00 feet, central angle is 32° 07' 35") 128.09 feet, North 32° 07' 35" West 83.40 feet to the Southerly right of way line of the County Road; thence along the said Southerly right of way line to the East line of said Section 21; thence South 00° 00' 46" East along the East line of said Section 21 to the point of beginning, with bearings based on Tract 1029-Sprague River Pines, a duly recorded subdivision.

PARCEL 2

A tract of land situated in the E $\frac{1}{2}$ E $\frac{1}{2}$ of Section 21, Township 34 South, Range 8 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on a curve on Green Forest Drive, said point being South 17° 30' 10" West a distance of 1779.60 feet from the Northeast corner of said Section 21; thence along the arc of a curve to the left (radius point bears North 82° 31' 36" East 230.00 feet, central angle is 38° 46' 41") 155.67 feet; thence along the arc of a curve to the right (radius point bears South 52° 55' 01" West 500.00 feet, central angle is 78° 52' 34") 688.32 feet; thence South 41° 47' 35" West 497.95 feet to a point on the Westerly boundary of Tract 1029-Sprague River Pines, a duly recorded subdivision; thence Southerly along said Tract 1029 to the South line of said Section 21; thence Westerly along said South line 874.5 feet to the Southwest corner of the E $\frac{1}{2}$ E $\frac{1}{2}$ of said Section 21; thence Northerly along the West line of the E $\frac{1}{2}$ E $\frac{1}{2}$ of said Section 21 to the Southwest corner of that tract of land described in Deed Volume M-69 at page 2047, as recorded in the Klamath County Deed Records; thence along the Southwesterly line of said deed volume M-69 at page 2047 and deed volume M-76 at page 16681 to a point that bears South 49° 42' 03" West from the point of beginning; thence North 49° 42' 03" East 497.8 feet, more or less, to the point of beginning, including the area within the meandering Sprague River, with bearings based on the said Tract 1029-Sprague River Pines.

EXCEPT ANY portion of the above described parcels conveyed by Deed recorded May 2, 1968 in Book M-68 at page 3939, Microfilm Records.

17 18. and a like payment on the 21 day of each month 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.

There is no prepayment penalty

X Clifton E. Kerr

X Rosa M. Kerr

X Shirley M. Nigh

X Charles H. Nigh

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 1985

6397

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 Holman Realty, Inc

their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of
Two Thousand Nine Hundred Eighty-One Dollars and 50/100 Dollars
(\$ 2,981.50) in accordance with the terms of that certain promissory note of which the
following is a substantial copy:

\$2,981.50 , March 30 , 1978

I (or if more than one maker) we, jointly and severally, promise to pay to the order of
Holman Realty, Inc

at 4729 South 6th Street, Klamath Falls

Two Thousand Nine Hundred Eighty-One Dollars and 50/100 DOLLARS,
with interest thereon at the rate of 8 percent per annum from March 21, 1978 until paid, payable in
monthly installments of not less than \$ 50.00 in any one payment; interest shall be paid monthly and

is included in the minimum payments above required; the first payment to be made on the 21 day of April
1978, and a like payment on the 21 day of each month 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.

There is no prepayment penalty

X Clifton E. Herr

X Rosa M. Herr

X Shirley M. High

X Charles H. High

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled prin-
cipal payment becomes due, to-wit: 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 Holman Realty, Inc.

and their 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 Clifton E. Kerr and Rosa M. Kerr and Charles Henry Nigh and Shirley Mae Nigh heirs or assigns.

Witness

hand

this

30

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 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.

Clifton E. Kerr

Rosa M. Kerr

Shirley M. Nigh

Charles H. Nigh

STATE OF OREGON,

County of

Klamath

ss.

BE IT REMEMBERED, That on this 30 day of March, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Clifton E. Kerr & Rosa M. Kerr & Charles H. Nigh & Shirley M. Nigh known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that 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 Milne
 Notary Public for Oregon
 My Commission Expires 11/21/79

MORTGAGE

(FORM No. 7)

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

TO

AFTER RECORDING RETURN TO

TA - Donna

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 4th day of April, 1978, at 11:15 o'clock A.M., and recorded in book M78 on page 6396 or as file/reel number 45712. Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne

Title

By, Donnar H. Heloth Deputy.