

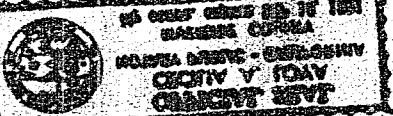
MTC 4593-17 Vol 17 Page 608

TC

46000

THIS INDENTURE WITNESSETH: That DOUGLAS ELLIOTT and CAROL ELLIOTT, husband and wife, of the County of Riverside, State of California, for and in consideration of the sum of NINE THOUSAND and no/100 Dollars (\$9,000.00), 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 HANNAH LINDA FISHER,

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



IN WITNESS WHEREOF I, DOUGLAS ELLIOTT, and CAROL ELLIOTT,

KNOWLEDGEABLE TO THE FACTS HEREIN EXCEPTED, HAVE HERETOBY SET FORTH THE TRUTH AND SUBSTANCE OF THE AGREEMENT AND CONVENTION MADE AND CONCLUDED BY US, IN THIS PLATE, ON THE DAY AND YEAR AND IN THE PRESENCE OF THE WITNESSES, AS FOLLOWS:

BE IT KNOWN AND BELIEVED THAT THE FOREGOING CONVENTION AND AGREEMENT IS TO BE KEPT AND OBSERVED BY US, OUR HEIRS, SUCCESSIONS, ASSIGNEES AND TRANSFERS, AND THAT WE WILL NOT AT ANY TIME, IN ANY MANNER, DISMEMBER OR DIVIDE THE SAME.

CONTRARY TO THE EXPRESSIONS OF THE WITNESSES, WE AGREE,

AS FOLLOWS:

KNOWLEDGEABLE TO THE FACTS HEREIN EXCEPTED, WE AGREE, THAT THE FOREGOING CONVENTION AND AGREEMENT IS TO BE KEPT AND OBSERVED BY US, OUR HEIRS, SUCCESSIONS, ASSIGNEES AND TRANSFERS, AND THAT WE WILL NOT AT ANY TIME, IN ANY MANNER, DISMEMBER OR DIVIDE THE SAME.

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 HANNAH LINDA FISHER.

THIS CONVEYANCE IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THE SUM OF NINE THOUSAND AND NO/100 DOLLARS (\$9,000.00) IN ACCORDANCE WITH THE TERMS OF THAT CERTAIN PROMISSORY NOTE OF WHICH THE FOLLOWING IS A SUBSTANTIAL COPY:

\$ 9,000.00	Corona, California	March	1978
I (or if more than one maker) we, jointly and severally, promise to pay to the order of HANNAH LINDA FISHER,			
at 3 Commodore Dr., 355, Emeryville, Ca. 94608.			
NINE THOUSAND AND NO/100 DOLLARS.			
with interest thereon at the rate of 9.0 percent per annum from March 1, 1978, until paid, payable in monthly installments of not less than \$ 224.00, in any one payment; interest shall be paid monthly and thereafter, until the whole sum, principal and interest has been 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.			
/s/ Douglas Elliott			
(s)			
(s)			
(s)			

FORM NO. 217 - INSTALMENT NOTE
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: March 1, 1982.

8803

5523

6809
1. (a) The mortgagor warrants that the proceeds of the loan represented by the above described note and this instrument are to be used in the debt secured by the mortgage in this sum of \$6,000.00.

- (a) primarily for mortgagor's personal, family, household or agricultural purposes (see Important Notice below),
 (b) for an organization or person if mortgagor is a natural person, or 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 HANNAH LINDA FISHER

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 DOUGLAS ELLIOTT and CAROL ELLIOTT, husband and wife.

and her

legal representatives, or assigns may foreclose the heirs or assigns.

HANNAH LINDA FISHER

I (et al. more than one witness) the undersigned acknowledge to have read the original

COPIES OF THIS CONTRACT

HELD

following is a copy of this contract.

\$6,000.00 in accordance with the terms of this contract. I do hereby declare that I have read the original copy of this contract and understand it to be a true and accurate statement of the terms of this contract.

To have and to hold the said premises with the buildings thereon unto the said HANNAH LINDA FISHER and her heirs and assigns, to have and to hold the same in fee simple absolute, subject to the covenants and conditions contained in this instrument, and to the like extent of the rights and immunities granted to the said HANNAH LINDA FISHER and her heirs and assigns.

Witness our hands this 30th day of March, 1978.

Douglas Elliott
x *Carol Elliott*

IMPORTANT NOTICE: Before, by being cast, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgagor is a creditor, on such word is deleted in the Truth-in-Lending Act and Regulation Z, the mortgagor MUST comply with the Act and Regulation Z by making required disclosures; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, see Stevens-Vaca Form No. 1325 or equivalent; if this instrument is NOT to be a first lien, see Stevens-Vaca Form No. 1326, or equivalent.

STATE OF CALIFORNIA

County of Riverside

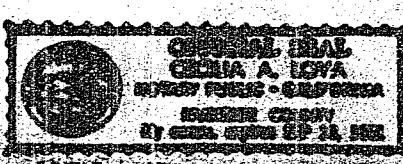
ss.

BE IT REMEMBERED, That on this 30th day of March, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Douglas Elliott and Carol Elliott

known to me to be the identical individuals 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.

Cecilia A. Loya
Notary Public for Oregon California
My Commission expires Sept. 13, 1981



MORTGAGE

Form No. 71

STEVENS-NODES LAW OFFICES, LTD., PORTLAND, ORE.

FOR THE USE OF THE COUNTY OF Klamath, OREGON
CITY OF Klamath, OREGON
ELLIOTT
TO
SPACK RESERVED
RECORDED'S USE

AFTER RECORDING RETURN TO AND KEEP IN
THE COUNTY OF Klamath, OREGON
Hannah Linda Fisher
3 Commodore Dr. #344
Emeryville, Ca. 94608
\$6000
12%
12015

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 1st day of April, 1978, at 10 o'clock A.M., and recorded in book M78 on page 661 or as file/reel number 46900, Record of Mortgages of said County. Witness my hand and seal of County affixed.

Mr. D. Milne Title

By *James W. Ditch* Deputy.

Fee \$6.00