

38-14325

46791

Vol. 18 Page 7386

THIS MORTGAGE, Made this 27th day of March, 1978  
 by HAROLD J. DENNIS, JR. and JO ANN DENNIS, husband and wife  
 to BERTHA E. CURRY, Mortgagee,

WITNESSETH, That said mortgagee, in consideration of THIRTY THREE THOUSAND FIVE HUNDRED AND NO/100 - (\$33,500.00) - Dollars, to him paid by said mortgagee, does hereby grant, bargain, sell and convey unto said mortgagee, his heirs, executors, administrators and assigns, that certain real property situated in Klamath County, State of Oregon, bounded and described as follows, to-wit:

The S½NW¼; S½SW¼NW¼ Section 25, Township 36 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon, TOGETHER WITH a 30 foot wide easement along the Westerly boundary of said Section 25, extending from the Highway right of way line Northerly to the Southwest corner of the N½SW¼NW¼ of said Section 25 for the purpose of ingress and egress.

This mortgage is given by:

Harold J. Dennis, Jr. and Jo Ann Dennis

(Husband and wife), to secure payment of that

certain note, a copy of which is set forth below.

Harold J. Dennis, Jr. and Jo Ann Dennis, executed the above mortgage and acknowledged the same before me, a Notary Public in and for the State of Oregon, on the 27th day of March, 1978.

DE 11 MORTGAGE NO. 101-46791

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits therefrom, and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage.

TO HAVE AND TO HOLD the said premises with the appurtenances unto the said mortgagee, his heirs, executors, administrators and assigns forever.

This mortgage is intended to secure the payment of one promissory note, of which the following is a substantial copy:

\$33,500.00

Klamath Falls, Oregon

March 27, 1978

I (or if more than one maker) we, jointly and severally, promise to pay to the order of BERTHA E. CURRY,

at Klamath Falls, Oregon; or as directed

THIRTY THREE THOUSAND FIVE HUNDRED AND NO/100 - - - - - DOLLARS.

with interest thereon at the rate of 8 1/2 percent per annum from April 20, 1978 until paid, payable in

annual installments of not less than \$4,800.00 in any one payment; interest shall be paid annually and

is included in the minimum payments above required; the first payment to be made on the 20th day of March

1979, and a like payment on the 20th day of each 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.

THIS NOTE SECURED BY THREE

MORTGAGES, DATED 3/27/78.

Harold J. Dennis, Jr.  
 Jo Ann Dennis

Bert M. Dennis  
 Kenneth E. Dennis  
 Kenneth E. Dennis

FORM NO. 101 - MORTGAGE - One Part Form

And said mortgagee covenants to and with the mortgagee, his heirs, executors, administrators and assigns, that he is lawfully

seized in fee simple of said premises and has a valid, unencumbered title thereto

and will warrant and forever defend the same against all persons; that he will pay said note, principal and interest, according to

the terms thereof; that while any part of said note remains unpaid he will pay all taxes, assessments and other charges of every

nature which may be levied or assessed against said property, or this mortgage or the note above described, when due and pay-

able and before the same may become delinquent; that he will promptly pay and satisfy any and all liens or encumbrances that

now on or which hereafter may be erected on the said premises continuously insured against loss or damage by fire and such other

hazards as the mortgagee may from time to time require, in an amount not less than the original principal sum of the note or

obligation secured by this mortgage, in a company or companies acceptable to the mortgagee, with loss payable first to the mort-

gagee as soon as insured. Now if the mortgagee shall fail for any reason to procure any such insurance and to deliver said policies

to the mortgagee at least fifteen days prior to the expiration of any policy of insurance now or hereafter placed on said buildings,

the mortgagee may procure the same at mortgagee's expense; that he will keep the buildings and improvements on said premises

in good repair and will not commit or suffer any waste of said premises. At the request of the mortgagee, the mortgagee shall

join with the mortgagee in executing one or more financing statements pursuant to the Uniform Commercial Code, in form satis-

factory to the mortgagee, and will pay for filing the same in the proper public office or offices, as well as the cost of all lien

searches made by filing officers or searching agencies as may be deemed desirable by the mortgagee.

3821

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, therefore, if said mortgagor shall keep and perform the covenants herein contained and shall pay said note according to its terms, this conveyance shall be void; but otherwise shall remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said note; it being agreed that a failure to perform any covenant herein, or if a proceeding of any kind be taken to foreclose any lien on said premises or any part thereof, the mortgagee shall have the option to declare the whole amount unpaid on said note or on this mortgage at once due and payable, and this mortgage may be foreclosed at any time thereafter. And if the mortgagor shall fail to pay any taxes or charges or any lien, encumbrance or insurance premium as above provided for, the mortgagee may at his option do so, and any payment so made shall be added to and become a part of the debt secured by this mortgage, and shall bear interest at the same rate as said note without waiver, however, of any right arising to the mortgagee for breach of covenant. And this mortgage may be foreclosed for principal, interest and all sums paid by the mortgagee at any time while the mortgagor neglects to repay any sums so paid by the mortgagee. In the event of any suit or action being instituted to foreclose this mortgage, the mortgagor agrees to pay all reasonable costs incurred by the mortgagee for title reports and title search, all statutory costs and disbursements and such further sum as the trial court may adjudge reasonable as plaintiff's attorney's fees in such suit or action; and if an appeal is taken from any judgment or decree entered therein mortgagor further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal, all sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

on such appeal, all sums to be secured by the lien of this mortgage and included in the decree of foreclosure.

Each and all of the covenants and agreements herein contained shall apply to and bind the heirs, executors, administrators and assigns of said mortgagor and of said mortgagee respectively.

The Court may upon motion of the mortgagee, appoint a

In case suit or action is commenced to foreclose this mortgage, the Court, may upon motion of the mortgagee, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure, and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under this mortgage.

In construing this mortgage, it is understood that the mortgagor or mortgagee may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

Handwritten signatures: *Handwritten signature*  
*J. H. H. H.*

**IMPORTANT NOTICE:** Duties, by listing, set, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgage is a credit, an end note is defined in the Trust-Indenture Act and Regulation Z, the mortgage MUST comply with the Act and Regulation by making required disclosures for this purpose. If this instrument is to be a FIRST Lien in Finance, the purchase of a dwelling, use Standard Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Standard Form No. 1306 or equivalent. **IT IS REQUIRED TO BEAR THE BEARER'S**

10-10-68

TO HAVE AND TO HOLD IN & TO

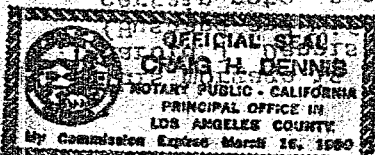
**STATE OF OREGON**

County of Los Angeles

BE IT REMEMBERED, That on this 8<sup>th</sup> day of April, 1978,  
before me, the undersigned, a notary public in and for said county and state, personally appeared the within  
named Harold J. Dennis, Jr. and Jo Ann Dennis.

known to me to be the identical individual 8 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.



Notary Public for Oregon, Cal. Commis  
ion expires MARCH 16, 1980

5ml. dose of vaccine 3rd series

**MORTGAGE** STATE OF OREGON  
County of Clatsop

THE UNITED STATES OF AMERICA  
 DISTRICT COURT OF THE DISTRICT OF COLUMBIA  
 IN RE: THE ESTATE OF JAMES EARL RAY, JR.  
 Case No. 1:73-cr-00017  
 Filed: 10/1/73  
 Page: 1

24th day of April 1918  
3:43 o'clock P.M. and records  
SPACE RESERVED  
- book M78 on page 7980 or a

HUNDRED AND 200/100 - (333,200.00) - FOR file/reel number 46791  
MILLWORTH IN 1901 AND 1902 IN CONNECTION OF IN RECORDED'S USE Record of Mortgages of said County

WITNESS my hand and seal of said County of \_\_\_\_\_  
County attixed.

AFTER RECORDING RETURN TO \_\_\_\_\_

[illegible]

Fee \$6.00