

TC

47494

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THIS INDENTURE WITNESSETH: That GERALD MAYBERRY and GLADYS E. MAYBERRY, husband and wife,

of the County of Klamath, State of Oregon, for and in consideration of the sum of Five Thousand and no/100ths Dollars (\$ 5,000.00), 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 ROBERT J. GILDER,

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

The N $\frac{1}{2}$  of the W $\frac{1}{2}$  of Lot 14, Section 7, Township 35 South Range 7 EWM. Less the 30 foot roadway on the West side thereof, 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 ROBERT J. GILDER

his heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Five Thousand and No/100ths Dollars (\$ 5,000.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 5,000.00 Klamath Falls, Or. May 2, 1978  
Six (6) months after date, I (or if more than one maker) we jointly and severally promise to pay to the order of ROBERT J. GILDER at Klamath Falls, Oregon  
Five Thousand and No/100ths - - - - - DOLLARS,  
with interest thereon at the rate of 8 % per annum from date of note 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.

/s/ GERALD MAYBERRY

/s/ GLADYS E. MAYBERRY

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: 19

2017

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 ROBERT J. GILDER

and his 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 GERALD MAYBERRY and GLADYS E. MAYBERRY, husband and wife, their heirs or assigns.

Witness OUR hand Sthis 2 day of May, 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.

*Gerald Mayberry*  
*Gladys E. Mayberry*

STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 2 day of May, 19 78, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named GERALD MAYBERRY and GLADYS E. MAYBERRY, husband and wife,

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.

*Sidney F. Tucker*  
 Notary Public for Oregon.  
 My Commission expires April 9, 1981

# MORTGAGE

(FORM No. 7)

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

TO

SPACE RESERVED  
 FOR  
 RECORDER'S USE

AFTER RECORDING RETURN TO:

*Tucker Real Estate*  
*2236 So 6th*  
*Medford*

STATE OF OREGON } ss.

County of Klamath

I certify that the within instrument was received for record on the 4th day of May, 1978, at 1:29 o'clock P.M., and recorded in book M78 on page 9010 or as file/reel number 47494, Record of Mortgages of said County. Witness my hand and seal of County affixed.

W. A. Milne Title

By *Bernetha H. Heltch* Deputy.

Fee \$6.00