

TC

51860

THIS INDENTURE WITNESSETH: That HENRY M. WEISS and KATHLEEN M. WEISS, husband and wife,

of the County of _____, State of Oregon, for and in consideration of the sum of One Thousand Eight Hundred Seventy Nine & 78/100 Dollars (\$1,879.78), 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 TERRY L. WYSS and TRUDI L. WYSS, husband and wife,

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

PARCEL 1

A parcel of land lying in Lot 6, Block 106, BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, described as follows:

Beginning at the Northerly corner of said Lot 6, Block 106 Buena Vista Addition to the City of Klamath Falls, Oregon; thence Southwesterly on the Northwesterly line of Lot 6, 119.3 feet; thence Southeasterly on a line radial to the curve of California Avenue a distance of 32 feet; thence Northeasterly 106 feet, more or less to Southwesterly line of Gobi Street at a point 36 feet Southeast from the point of beginning; thence Northwesterly along Southwesterly line of Gobi Street 36 feet to point of beginning, less portion conveyed to State of Oregon by and through its State Highway Commission by deed recorded in Deed Volume 287 at page 464, Records of Klamath County, Oregon.

PARCEL 2

A parcel of land lying in Lot 5, Block 106 BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, and being a portion of that property described in that certain deed to State of Oregon, by and through its State Highway Commission, recorded in Book 284 at page 346; the said parcel being that portion of said Lot 5, lying Southeasterly of a line which is parallel to and 20 feet Northwesterly of the Southeasterly line of said Lot 5, and lying Easterly of a line which is parallel to and 60 feet Easterly of the center line of the relocated The Dalles California Highway, which center line is described in said State of Oregon Deed.

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 TERRY L. WYSS and TRUDI L. WYSS, husband and wife,

their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of One Thousand Eight Hundred Seventy Nine and 78/100 Dollars (\$1,879.78) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

PROMISSORY NOTE

\$1,879.78

July 10, 1978

We, jointly and severally, promise to pay to the order of TERRY L. WYSS and TRUDI L. WYSS, husband and wife, at 26618 - 188th Avenue S.E., Kent, Washington, or such other place as Payees may direct, ONE THOUSAND EIGHT HUNDRED SEVENTY NINE and 78/100, (\$1,879.78), DOLLARS, with interest thereon at the rate of 9% per annum from date hereof until paid, payable in monthly installments of not less than \$40.00 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 10th day of August, 1978, and a like payment on the 10th 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, 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.

It is the intention of the parties hereto that the said payees do not take the title hereto as tenants in common but with the right of survivorship, that is: on the death of any of the payees, the right to receive payment on the then unpaid balance of principal and interest shall vest absolutely in the survivor of them.

/s/ Henry M. Weiss
Henry M. Weiss

/s/ Kathleen M. Weiss
Kathleen M. Weiss

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 Terry L. Wyss and Trudi L. Wyss, husband and wife,

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 Henry M. Weiss and Kathleen M. Weiss, their heirs or assigns, husband and wife.

Witness their hands this 10th day of July, 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.

Henry M. Weiss by Kathleen M. Weiss his attorney in fact
Kathleen M. Weiss

STATE OF OREGON, } ss.
County of Klamath

BE IT REMEMBERED, That on this 10th day of July, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named HENRY M. WEISS and KATHLEEN M. WEISS, husband and wife,

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.

Barlene J. Addington
Notary Public for Oregon
My Commission expires 3-22-81

STATE OF OREGON }
COUNTY OF Klamath } ss.

On this, the 10th day of July, 19 78 Personally appeared Kathleen M. Weiss, who being duly sworn, did say that he/she is the attorney-in fact for Henry M. Weiss and that he/she executed the foregoing instrument by authority of and on behalf of said principal; and he/she acknowledged said instrument to be the act and deed of said principal.

BEFORE ME:
Barlene J. Addington
Notary public for Oregon
My Commission Expires: March 22, 1981

15446

STATE OF OREGON, COUNTY OF CLATSOP; ss. _____
Transamerica Title Co.

Filed for record at request of _____
on 18th day of July _____ A. D. 19 78 at 10:58 o'clock A. M., and
July recorded in Vol. _____ of _____
Mortgages _____ on Page 15444

W. D. MILNE, County Clerk

Deborah J. Black

Fee \$9.00

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