

TC

51864

THIS INDENTURE WITNESSETH: That Carol A. McCullough

of the County of _____, State of California, for and in consideration of the sum of
 Forty-one thousand and no/xx Dollars (\$41,000.00), to me
 in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and
 by these presents does grant bargain, sell and convey unto John Dobranski and Dorothy
 Dobranski, husband and wife

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

That portion of the S $\frac{1}{2}$ N $\frac{1}{2}$ lying Easterly of the Chiloquin-Sprague
 River Highway in Section 13, Township 35 South, Range 9 East of
 the Willamette Meridian, in the County of Klamath, State of Oregon,
 EXCEPTING THEREFROM any portion lying within the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said
 Section 13.

ALSO EXCEPTING THEREFROM the following described land:

Beginning at a point 489.5 feet South of the Northwest corner of
 the SE $\frac{1}{4}$ NW $\frac{1}{4}$, Section 13, Township 35 South, Range 9 East of the
 Willamette Meridian; thence East 60 feet parallel to the North line
 of said SE $\frac{1}{4}$ NW $\frac{1}{4}$; thence South parallel with the West line of said
 SE $\frac{1}{4}$ NW $\frac{1}{4}$ to the Northerly boundary line of the Chiloquin-Sprague
 River Highway; thence Northwesterly along the said Northerly
 boundary line of the said Chiloquin-Sprague River Highway to the West
 line of said SE $\frac{1}{4}$ NW $\frac{1}{4}$; thence North to the point of the beginning.

AND ALSO EXCEPTING the North 489.5 feet of the SE $\frac{1}{4}$ NW $\frac{1}{4}$, and the
 North 489.5 feet of the S $\frac{1}{2}$ NE $\frac{1}{4}$, Section 13, Township 35 South, Range
 9 East of the Willamette Meridian, in the County of Klamath, State
 of 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 John and Dorothy Dobranski,
 husband and wife and unto their

heirs and assigns forever.
 THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of forty-one
 thousand and no/xx Dollars
 (\$41,000.00) in accordance with the terms of a certain promissory note of which the
 following is a substantial copy:

\$ 41,000.00 June 9, 1978

I (or if more than one maker) we, jointly and severally, promise to pay to the order of John
 Dobranski and Dorothy Dobranski, husband and wife

at Reno, Nevada

Forty-one thousand and No/xx

with interest thereon at the rate of 8 $\frac{1}{2}$ percent per annum from date until paid, payable in
 annual installments of not less than \$4,251.70 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 15th day of June 1979, and a like payment on the 15th day of each year 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.

Carol A. McCullough

Carol A. McCullough

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 John Dobranski and Dorothy Dobranski, 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 John Dobranski and Dorothy Dobranski, husband and wife, or to their heirs or assigns.

Mortgagor warrants and agrees that mortgagor will not sell, harvest, cut or remove, nor permit any other person to harvest, cut or remove any timber on the above described property until this note and mortgage have been fully paid and satisfied.

Witness my hand this 9th day of June, 1978

Carol A. McCullough

*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 disclosure; for this purpose, if this instrument is to be a FIRST lien to finance the purchase of a dwelling, use Stevens-Noss Form No. 1305 or equivalent; if this instrument is NOT to be a first lien, use Stevens-Noss Form No. 1306, or equivalent.

STATE OF OREGON, CALIFORNIA

County of VENTURA

BE IT REMEMBERED, That on this 23 day of June, 1978,

before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Carol A. McCullough

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she 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.

DON G. VAN BUREN
 NOTARY PUBLIC - CALIFORNIA
 PRINCIPAL OFFICE IN
 VENTURA COUNTY

My Commission Expires August 22, 1981

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 18 day of July, 1978, at 10:59 o'clock A.M., and recorded in book M78 on page 15455 or as file/roll number 51864
 Record of Mortgages of said County
 Witness my hand and seal of County affixed.

Wm. Milne Title
By: [Signature] Deputy

MORTGAGE

Form No. 71
 STEVENS-NOSS LAW PUB. CO., PORTLAND, ORE.

Carol A. McCullough

TO

John Dobranski and
 Dorothy Dobranski

AFTER RECORDING RETURN TO

T/A
Ann Marlens

21881

SPACE RESERVED

FOR

RECAPTURE USE