

55655

First Federal Savings & Loan Association
Klamath Falls, Oregon

Loan No. 32-00094

For value received, the undersigned promises to pay to the order of First Federal Savings & Loan Association of Klamath Falls, Klamath Falls, Oregon the amount stipulated herein on **TIME BALANCE** in equal monthly installments shown herein as **MONTHLY PAYMENT** beginning on the date set forth herein as **FIRST PAYMENT DUE** and on the same day of each month thereafter, together with interest from maturity at percent per annum. Should any installment due hereunder become more than ten days past due, the undersigned shall pay to the holder thereof a late charge of five cents for each one dollar of such part of the installment. Should any installment due hereunder become more than fifteen days past due, the holder hereof may declare any balance then owing due and payable. If suit or action be brought on this note, the undersigned agrees to pay such costs and attorney's fees as the trial court may adjudge reasonable, and on appeal, if any, similar fees in the appellate court to be fixed by that court, and

Cash Sale Price \$

Down Payment \$

Principal Balance \$ 9,000.00

Service Charge \$ 8,029.44

Time Balance \$ 17,029.44

Number of Payments 144

Monthly Payments \$ 118.26

First Payment Due November 21, 1978

To secure the payment of this note, the undersigned hereby mortgage to the First Federal Savings & Loan Association of Klamath Falls, Klamath Falls, Oregon, the real property situated at:

1042 Newcastle

Klamath Falls

Klamath

Oregon

Street

City

County

State

and more specifically described as:

A portion of Lots 7 and 8, Block 40, HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Northwest corner of said Lot 8, Block 40; thence North 68° 46' East 10 feet to the true point of beginning; thence North 68° 46' East 89.70 feet; thence Southeasterly 80 feet; *

Provided that if undersigned shall pay the time balance hereinabove, time being of the essence, then this mortgage shall be void, otherwise it shall remain in full force and effect. Upon default in any payment as set forth in the note above, the mortgage may be foreclosed and the undersigned shall pay all costs, expenses and attorney's fees as the court may adjudge reasonable. The undersigned mortgagors hereby waive and release said property from any claim of homestead exemption which they may have.

I HAVE RECEIVED A COPY OF THIS DOCUMENT

William E. Ziemke
BUYER (Mortgagor-Obligor)

State of Oregon }
County of Klamath }

Date September 22,
1978

Personally appeared the above named

WILLIAM E. ZIEMKE and DARLENE F.

ZIEMKE, husband and wife, and acknow-

ledged the foregoing instrument to be their
act and deed. Before me:

Lucy Greene
Notary Public for Oregon

My Commission Expires 5-14-80

* thence Southeasterly 89.70 feet; thence North 21° 14' West 80.00 feet to the point of beginning.

STATE OF OREGON, COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 27th day of September, A.D. 1978, at 10:01 o'clock A.M., and duly recorded in Vol. 1478 of Mortgages on Page 21424.

FEE \$3.00

I HAVE RECEIVED A COPY OF THIS DOCUMENT

Darlene F. Ziemke
BUYER (Mortgagor-Obligor)

STATE OF OREGON

County of Klamath

ss.

I certify that the within instrument was received for record on the 27th day of September 1978 at 10:01 o'clock A.M., and recorded in book M78 on page 21424 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk-Recorder

By

Deputy

Wm. D. Milne, County Clerk

By Ricketha Ballach Deputy