

TC

58673

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THIS INDENTURE WITNESSETH: That JOHN W. RICHARDSON and FRANCES F. RICHARDSON, husband and wife, and FAY L. STRAIN, of the County of Klamath, State of Oregon, for and in consideration of the sum of Twenty Eight Thousand Nine Hundred Nine & 68/100ths Dollars (\$28,909.68), 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 ROD E. TRAVIS, of the County of Klamath, State of Oregon, the following described premises situated in Klamath County, State of Oregon, to-wit:

SAID PROPERTY DESCRIPTION IS ATTACHED HERETO, MARKED AS "EXHIBIT A" and by reference made a part hereof

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 ROD E. TRAVIS, his heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Twenty Eight Thousand Nine Hundred Nine & No/100ths Dollars (\$28,909.68) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$28,909.68 Klamath Falls, Oregon, November 6, 1978  
I (or if more than one maker) we, jointly and severally, promise to pay to the order of ROD E. TRAVIS Klamath Falls, Oregon Twenty Eight Thousand Nine Hundred Nine & 68/100ths (\$28,909.68) DOLLARS, with interest thereon at the rate of 9 percent per annum from October 10, 1978 until paid, payable in monthly installments of not less than \$279.00 any one payment; interest shall be paid monthly and each month thereafter, until the whole sum, 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 courts in which the suit or action, including any appeal thereof, is tried, heard or decided.  
\* Strike words not applicable.

/s/ JOHN W. RICHARDSON

/s/ FRANCES F. RICHARDSON

/s/ FAY L. STRAIN

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 ROD E. TRAVIS

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 JOHN W. RICHARDSON and FRANCES E. RICHARDSON, husband and wife, and FAY L. STRAIN, their heirs or assigns.

Witness our hands this 6th day of November, 1978.

\*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 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.

*Frances E. Richardson*  
*John W. Richardson*  
*Fay L. Strain*

STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 6th day of November, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JOHN W. RICHARDSON and FRANCES E. RICHARDSON, husband and wife, and FAY L. STRAIN 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.

*Carl V. McDonald*  
 Notary Public for Oregon.  
 My Commission expires Feb 27, 1980

# MORTGAGE

(FORM No. 7)

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

TO

AFTER RECORDING RETURN TO

*William P. Bradshees*  
*411 Pine*  
*City*

STATE OF OREGON

County of \_\_\_\_\_ } ss.

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

Title  
 By \_\_\_\_\_ Deputy.

26192

## DESCRIPTION

The following described real property situate in Klamath County, Oregon:

PARCEL 1:

A Parcel of land situate in the SW $\frac{1}{4}$  of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and more particularly described as follows: Beginning at a point on the South line of Bristol Avenue which is North 89° 32' 55" East a distance of 1,516.15 feet and South 0° 27' 05" East a distance of 30.0 feet from the Northwest corner of the S $\frac{1}{2}$  S $\frac{1}{2}$  N $\frac{1}{2}$  SW $\frac{1}{4}$  of said Section 11, said point also being the Northwest corner of Tract No. 1026, THE MEADOWS; thence continuing South 0° 27' 05" East along the West line of THE MEADOWS a distance of 110.0 feet to a point; said point being the true point of beginning; thence South 89° 32' 55" West, parallel with the South line of Bristol Avenue, a distance of 270.0 feet to a point; thence South 0° 27' 05" East, a distance of 110.0 feet, more or less, to the West line of THE MEADOWS; thence North along said West line 110.0 feet, more or less, to the true point of beginning.

PARCEL 2:

A Parcel of land situate in the SW $\frac{1}{4}$  of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, and more particularly described as follows: Beginning at a point on the South line of Bristol Avenue which is North 89° 32' 55" East a distance of 1,356.15 feet and South 0° 27' 05" East a distance of 30.0 feet from the Northwest corner of the S $\frac{1}{2}$  S $\frac{1}{2}$  N $\frac{1}{2}$  SW $\frac{1}{4}$  of said Section 11; thence continuing South 0° 27' 05" East parallel to the West line of THE MEADOWS a distance of 145.0 feet to a point; said point being the true point of beginning; thence South 89° 32' 55" West, parallel with the South line of Bristol Avenue a distance of 100.00 feet to a point; thence South 0° 27' 05" East a distance of 150.0 feet to a point; thence North 89° 32' 55" East a distance of 100.0 feet to a point; thence North 0° 27' 05" West 150.0 feet to the true point of beginning.

Together with a non exclusive easement for ingress and egress as described as that first reservation in deed recorded June 28, 1976 in Volume M76, page 9724, Microfilm Records of Klamath County, Oregon and extending 259.0 feet South thereof being of even width of 50 feet and commonly known as Bristol Court.

## "EXHIBIT A"

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~XXXXXX~~

this 20th day of November A. D. 1978 at 2:20'clock PM., and duly recorded in Vol. M78, of Mortgages on Page 26190

Wm. D. MILNE, County Clerk

By Bernice H. Holsch

Fee \$9.00