

ATC 6673

Vol. 1178 Page 24037

TC

58923

WA Commission Expires 3-31-87



THIS INDENTURE WITNESSETH: That NORMAN J. WILLHITE and GILBERT V. WILLHITE,

of the County of KLAMATH, State of OREGON, for and in consideration of the sum of THREE THOUSAND SIX HUNDRED EIGHTY-SEVEN 7 15/100 Dollars (\$3,687.15), 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 MOUNTAIN TITLE COMPANY, an Oregon corporation

of the County of KLAMATH, State of OREGON, the following described premises situated in KLAMATH County, State of OREGON, to-wit:

S. 34 of Section 13, Township 35 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, EXCEPTING THEREFROM that portion lying Northeasterly of the Southwesterly line of the Sprague River Highway.

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PM 2

MOUNTAIN TITLE COMPANY

STATE OF OREGON

County of Klamath

I certify that the within instrument

is a true and correct copy of the original as the same appears from the records of the County of Klamath

in book 1178, page 24037

Recorded at Klamath Falls, Oregon

this 24th day of November, 1978

County Clerk

J. D. Willhite

J. D. Willhite

J. D. Willhite

J. D. Willhite

J. D. Willhite

J. D. Willhite

J. D. Willhite

NOTICE: This instrument is a true and correct copy of the original as the same appears from the records of the County of Klamath in book 1178, page 24037. I certify that the within instrument is a true and correct copy of the original as the same appears from the records of the County of Klamath in book 1178, page 24037.

Norman J. Willhite
Gilbert V. Willhite

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 Mountain Title Company, an Oregon corporation

heirs and assigns forever. THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of THREE THOUSAND SIX HUNDRED EIGHTY-SEVEN and 15/100 Dollars (\$3,687.15) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 3,687.15

Klamath Falls, Ore., November 24, 1978

On or before sixty days after date, I (or if more than one maker) we jointly and severally promise to pay to the order of Mountain Title Company, an Oregon corporation

at 407 Main Street, Klamath Falls, Oregon THREE THOUSAND SIX HUNDRED EIGHTY-SEVEN and fifteen hundredths DOLLARS

with interest thereon at the rate of 10 % per annum from November 24, 1978 until paid; interest to be paid 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.

Gilbert V. Willhite
Norman J. Willhite

FORM No. 216—PROMISSORY NOTE

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

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: January 24, 1979

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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 Mountain Title Company, an Oregon corporation

and its 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 Norman J. Willhite and Gilbert V. Willhite heirs or assigns.

TO HAVE AND TO HOLD the above premises unto the said Norman J. Willhite and Gilbert V. Willhite heirs or assigns forever.

Witness our hands this 24th 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 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.

Gilbert V. Willhite
Norman J. Willhite

MORTGAGE

(FORM No. 7)

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

TO

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 27th day of November, 1978, at 2:56 o'clock P.M., and recorded in book M78 on page 26637 or as file number 58923.

Record of Mortgages of said County.
 Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title

By Jacqueline A. Milne Deputy.

AFTER RECORDING RETURN TO Fee \$6.00

MTC - mke

STATE OF OREGON

County of Klamath

BE IT REMEMBERED, That on this 24th day of November, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named: Gilbert V. Willhite and Norman J. Willhite

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.

THIS INSTRUMENT WILL BE RECORDED IN BOOK

28353

J. D. Blum
 Notary Public for Oregon.

My Commission expires 8-23-81