MORTGAGE FORM No. 7 R W. Concurrer Vol. 79 Page 3306 SNS 62399 THIS INDENTURE WITNESSETH: That Gordon G. Childers and Catherine J. Childers, husband and wife, of the County of Deschutes, State of Oregon for and in consideration of the sum of Five Thousand Five Hundred and No/100 Dollars (\$ 5,500.00), 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 Leslie E. Aldous and Betty Aldous, husband and wife, of...Oregon 0.0 That portion in the Northeast Quarter of the Southeast Quarter (NE4SE4) lying Westerly of U.S. Highway 97 and Northerly of the County Road in Section Twenty-eight (28), Township Thirty-four (34) South, Range Seven (7) East of the Willamette Meridian, Klamath County, Oregon. m 1919 1 million 2 8 2 5 (CANAC) THENE NODENU-NO ENVIS ecord broto 1000 A THINK Retty Aldone \boldsymbol{c} **Catherine** Mear team Cordon C. A Me num (d of Mout Witters Towns received 1917 Asrtha. 6 number 2015 1015 An established at 0 CINCK. 1979 (TAL) 9 Linut 0.6 hand CLILIDIS. 0 RECEIVED 0 FEBO 123 2 0040 CLI JON 5010 **bitched** nuq DIG T 600 \circ Non-O ÷ þ4 03.01 Ŧ 100 3 015 triatri. 1361 $\mathcal{T}_{\mathcal{T}}$ 5 41/2007/471 HOUCE, David on Finity Cell Andrease reacond conditions are determined in second conditions of the second 1942 01 8 -7 hand i this n*m_{ecso} - c*ur 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.... Leslie E. Aldous and Betty Aldous, husband and wife, heirs and assigns forever. THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of..... Five Thousand Five Hundred and No/100 Dollars (\$ 5,500.00) in accordance with the terms of that certain promissory note of which the Five Thousand Five Hundred and No/100 following is a substantial copy: See attached. fight of weiter Plush the 2 is contage starts this suf-Cordon (D. Childens and Carnetine J. Childers attorney's fees as reoridationsaid mile, together with the sorts and charter of cheaver activate and ris surthe manuer measured by fow and out of the money arising from such sale relation the sold arms of animated and Marteries and cell the members showt described with all and released the spariticalence or any real thereas an found restered affect on stating non forethes the (A) and the substance of the second but the second but the number of the bunk and burk and the second the second burk of the bunk dense burk for the second burk of the second burk of the bunk dense burk of the bunk of the bunk dense burk of the bunk of th a Mor, if the sum of mores, the when east mathement shall be paid according to the supervision through (B) The in any second the manufactor is a properly here of not the contraction base (a)" primarily for morigatory personal, femily, household of agricultural purposes (see incorrant No..... The protigator waitants that the proceeds of the family represented the the phose construct note and the montesta nue Y; 3302

3307 The mortgagor warrants that the proceeds of the loan represented by the above described note and this (a)* primarily for mortgagor's personal, family, household or agricultural purposes (see Important Nomortgage are: (b) - for an organization of (even it mortgagor is a natural person) are for basiness or commercial parposes 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 Leslie E. Aldous and Betty Aldous, husband and wife, and their legal representatives, or assigns ma 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 sure be any; pay over to the said Gordon G. Childers and Catherine J. Childers heirs or assigns. plus, if there be any, pay over to the said ... Sec attached. 19.5 COMPERANCE is interfalled as a Monifaction descendence of the sum at PIVC Thousand THVC Hundred and No/100 (1.5,500.00) in decordance with the terms of that to the cortain provision and the statement of the terms of t in which the THEFT, STUT SECTION CONSIST rana and to Add the same with the appartenences unto the same Lesile E. Aldons and Derey Aldons, Husbard and Derey Japon & Childup Catherine O Childens *IMPORTANT. NOTICE: Delete, by lining out, whichever worranty (a) or (b) is not opplicable; if warranty (c) is applicable and if the morigages is a creditor, as such word is defined in the truth-in-lending Act and Regulation 2. the morigages MUSI comply with the Act and Regulation by making required disclosures; for this purpose, if his instrument is to be a FIRST line to finance the purchase of a dwelling, use Stevens-News Instrument 1305 or equivalent; if this instrument is NOT to be a first line, use Stevens-News News Form No. 1306, or equivalent; l on the 19..... Title. Deputy ru-the County Seal • J. Childers. insi within and record and said Childers page... Leslie E. Aldous hand ..M the Mortgages of for OF OREGON S that received of Betty Aldous aay of my numbei ORT Catherine affixed certify W itness י. ש đ I Ce Was I Gordon day đ file County book. County STATE Record as ment 3 B 5 at 5 STATE OFOREGON, ILLITITERS FEG. WGLTGIFU! KIGURTH CONTACTOR OF CONTACT SUCCESSION STREET 19 77 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named _______ Gordon G. Childers and Catherine J. Childers, husband and known to me to be the identical individual......described in and who executed the within instrument and acknowledged to me that they can be executed the same freely and voluntarily. Li JAG I HOITZ (III) I IAG MARCON I A INCOMPAGE THOMAN AND IN THE INFORMATION INTO THE INFORMATION IN THE INFORMATION IN THE INFORMATION IN THE INFORMATION IN THE INFORMATION INTO THE Notary Public for Oregon, My Commission expires 66229

PROMISSORY NOTE

\$5,500.00

Redmond, Oregon January , 1979

3368

We promise to pay to the order of LESLIE E. ALDOUS and BETTY ALDOUS, husband and wife, at Redmond, Oregon, FIVE THOUSAND FIVE HUNDRED and NO/100 (\$5,500.00) DOLLARS, with interest thereon at the rate of ten percent (10%) per annum from January___ 3 1979, until paid, payable in one installment due on or before the

day of January, 1980:

If said sum 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 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.

<u>/s/ Gordon G. Childer</u> GORDON G. CHILDERS

WM. D, MILNE, County Clerk

By Deritha V

Ketich

Deputy

/s/ Catherine J. Childers CATHERINE J. CHILDERS

1 and last - PROMISSORY NOTE

Kelurn

BRYANT, ERICKSON, JAQUA & BISCHOF OGB WEST EVENDATION AND AND P. O. BOX 457 AVENUE REDMONG OREGON 97786 TELEPHONE (303) 546(215)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 12th day of February A.D., 19-79 at 9:15 o'clock A M., and duly recorded in Vol M79 of_____

_____on_Page<u>3306</u>____ Mortgages

\$9.00 FFF