

62399

Vol. 79 Page 3306



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

That portion in the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) 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.

RECEIVED 9:16 AM
FEB 2 1940

Gordon G. Childers

Catherine J. Childers

Leslie E. Aldous

Betty Aldous

STATE OF OREGON

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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 following is a substantial copy:

See attached.

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

That portion in the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$) 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.

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 following is a substantial copy:

See attached.

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

Leslie E. Aldous and Betty Aldous, 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

Gordon G. Childers and Catherine J. Childers

heirs or assigns.

TO HAVE AND TO HOLD the above described premises unto the said

Leslie E. Aldous and Betty Aldous, husband and wife, to have and to hold unto the said

Witness our hand this 7th day of February, 1979.

Gordon G. Childers
Catherine J. Childers

*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.

MORTGAGE

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.
(FORM No. 7)

Gordon G. Childers

Catherine J. Childers

to

Leslie E. Aldous

Betty Aldous

STATE OF OREGON

County of ss.
I certify that the within instrument was received for record on the day of 1979, at o'clock M., and recorded in book on page or as file number Record of Mortgages of said County. Witness my hand and seal of County affixed.

Title.

By Deputy.

AFTER RECORDING RETURN TO

BE IT REMEMBERED, That on this 7th day of February, 1979, 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 wife,

known to me to be the identical individual 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.

Karen J. Houghton
Notary Public for Oregon
My Commission expires 6-19-82

PROMISSORY NOTE

\$5,500.00

Redmond, Oregon
January _____, 1979

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 _____, 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.

/s/ Gordon G. Childers
GORDON G. CHILDERS

/s/ Catherine J. Childers
CATHERINE J. CHILDERS

1 and last - PROMISSORY NOTE

Return
BRYANT, ERICKSON, JAQUA & BISCHOF
ATTORNEYS AT LAW
888 WEST EVERGREEN AVENUE
P.O. BOX 457
REDMOND, OREGON 97756
TELEPHONE (503) 548-2151

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 Mortgages on Page 3306.

FEE \$9.00

WM. D. MILNE, County Clerk
By Berntha Sketch Deputy