

K 37553

FORM No. 7 - MORTGAGE - Short Form.

62719

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THIS INDENTURE WITNESSETH: That JAMES R. GUERIN,

of the County of Klamath, State of Oregon, for and in consideration of the sum of Fourteen Thousand and No/100ths Dollars (\$14,000.00), to them in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant bargain, sell and convey unto TLB COMPANY, a co-partnership

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

Lot 8 in Block 5 First Addition to Keno Whispering Pines, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

A COMMISSIONER OF THE

COUNTY OF KLAMATH

IN WITNESS WHEREOF I have hereunto set my hand and official seal the 14th day of February, 1979.

Witnessing the same I have hereunto set my hand and official seal the 14th day of February, 1979.

I, JAMES R. GUERIN, being duly sworn, depose and say that the foregoing is a true and correct copy of the original of the foregoing instrument.

JAMES R. GUERIN

BE IT REMEMBERED, 1979, on the 14th day of February

COUNTY OF KLAMATH

County of Klamath

STATE OF OREGON

Notary Public for the State of Oregon, do hereby certify that the foregoing is a true and correct copy of the original of the foregoing instrument, as the same was presented to me for recording, and that the same was duly recorded in the office of the County Clerk of Klamath County, Oregon, on the 14th day of February, 1979.

JAMES R. GUERIN

COUNTY OF KLAMATH

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 TLB COMPANY, a co-partnership

its heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Fourteen Thousand and No/100ths Dollars (\$14,000.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

SAID PROMISSORY NOTE IS ATTACHED HERETO AND MADE A PART A PART HEREOF

Notary Public for the State of Oregon, do hereby certify that the foregoing is a true and correct copy of the original of the foregoing instrument, as the same was presented to me for recording, and that the same was duly recorded in the office of the County Clerk of Klamath County, Oregon, on the 14th day of February, 1979.

Notary Public for the State of Oregon, do hereby certify that the foregoing is a true and correct copy of the original of the foregoing instrument, as the same was presented to me for recording, and that the same was duly recorded in the office of the County Clerk of Klamath County, Oregon, on the 14th day of February, 1979.

Notary Public for the State of Oregon, do hereby certify that the foregoing is a true and correct copy of the original of the foregoing instrument, as the same was presented to me for recording, and that the same was duly recorded in the office of the County Clerk of Klamath County, Oregon, on the 14th day of February, 1979.

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: July 1, 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 TLB COMPANY, a co-partnership

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 JAMES R. GUERIN, his heirs or assigns.

WITNESSETH

THAT THE FOREGOING MORTGAGE IS VALIDLY ENTERED INTO BY THE PARTIES HERETO AND BY THEM

TO HAVE IN FULL PAYMENT OF THE

(\$ 100,000.00) OF THE MORTGAGE

TO BE PAID TO THE MORTGAGEE

THIS CONVEYANCE IS MADE AS A MORTGAGE TO SECURE THE PAYMENT OF THE SUM OF

BEFORESAID

TO HAVE IN FULL PAYMENT OF THE MORTGAGE

TO BE PAID TO THE MORTGAGEE

Witness my hand this 17 day of February, 19 79.

***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.

James R. Guerin

STATE OF OREGON,

County of Klamath } ss.

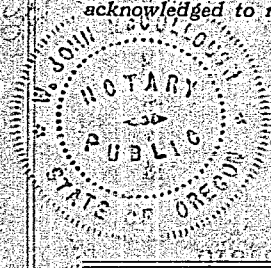
BE IT REMEMBERED, That on this 17 day of February, 19 79, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JAMES R. GUERIN

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he 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.

W. John M. Cullough
 Notary Public for Oregon.

My Commission expires April 15, 1981.



MORTGAGE

(FORM No. 7)

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

TO

SPACE RESERVED

FOR

RECORDER'S USE

AFTER RECORDING RETURN TO

*Return to
 Fred Durkin Realty
 2236 46th St
 City*

ES110

STATE OF OREGON

County of } ss.

I certify that the within instrument was received for record on the day of , 19 , 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

3 Deputy

PROMISSORY NOTE

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\$14,000.00

Klamath Falls, Oregon

_____, 1979

I, promise to pay to the order of TLB COMPANY, a co-partnership, at its office at 2236 South Sixth Street, Klamath Falls, Oregon FOURTEEN THOUSAND AND NO/100ths (\$14,000.00) DOLLARS, with interest thereon at the rate of 9 percent per annum from March 1, 1979, until paid. The entire sum, both principal and interest, to be paid in full on or before the 1st day of July, 1979.

If this note is placed in the hands of an attorney for collection, I 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 reasonable attorney's fees shall be fixed by the court, or courts in which the suit or action, including any appeal thereon, is tried, heard or decided.

/s/ JAMES R. GUERIN

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~to request of~~ Klamath Title Co.

this 16th day of Feb. A. D. 1979 at 3:30 o'clock P.M., and
fully recorded in Vol. M79, of Mortgage on Page 3761

Fee \$8.00

Wm D. MILNE, County Clerk

By Bernetha A. Fitch