

TC

64026

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THIS INDENTURE WITNESSETH: That

ELSIE ELIZABETH VOLLMAR

of the County of Klamath, State of Oregon, for and in consideration of the sum of Four Thousand and no/100 Dollars (\$4000.00), to in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do ES grant bargain, sell and convey unto J. V. VOLLMAR

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

Lot 29 of Block 3, RIVERVIEW ADDITION to Klamath Falls, Oregon, according to the duly recorded plat of said addition on file in the office of the Clerk of Klamath County.

SUBJECT TO: 1973-74 real property taxes which are now a lien, but not yet payable, and all future real property taxes and assessments; reservations, restrictions, easements and rights of way of record, and those apparent on the land. E.E.V.

After being paid, 1973-74 real property taxes which are now a lien, but not yet payable, and all future real property taxes and assessments; reservations, restrictions, easements and rights of way of record, and those apparent on the land.

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

J. V. Vollmar

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Four Thousand and no/100 Dollars (\$4000.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 4,000.00 Klamath Falls, OR, March, 1979

I (or if more than one maker) we, jointly and severally, promise to pay to the order of J. V. Vollmar

at Klamath Falls, Oregon

Four Thousand and no/100 DOLLARS, with interest thereon at the rate of 11 percent per annum from until paid, payable in monthly installments of not less than \$ 100.00 in any one payment; interest shall be paid monthly and is included in the minimum payments above required; the first payment to be made on the day of 1979, and a like payment on the day of each month thereafter, until the whole sum, principal and interest has been paid; if any of said installments 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, 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 court, or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

\* Strike words not applicable.

Elsie E. Vollmar

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: 19

The mortgage 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

and 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 heirs or assigns.

Witness hand this 14 day of March, 1979.

IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and if the mortgage 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.

Elsie E. Vollmar

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 15th day of March, 1979, at 10:50 o'clock AM., and recorded in book M79, on page 5862, or as file number 64026.  
Record of Mortgages of said County.  
Witness my hand and seal of County affixed.

Mrs. D. Milne

County Clerk

By *Eunice L. Early* Title.

Deputy.  
Fee \$6.00  
AFTER RECORDING RETURN TO

*Crane & Bailey*  
546 77pm  
K 4.0

STATE OF OREGON, ss. I, the County Clerk of Klamath County, do hereby certify that the within instrument was received for record on the 15th day of March, 1979, at 10:50 o'clock AM., and recorded in book M79, on page 5862, or as file number 64026.  
Record of Mortgages of said County.  
Witness my hand and seal of County affixed.

BE IT REMEMBERED, That on this 14 day of March, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **ELSIE ELIZABETH VOLLMAR** known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she 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.  
*Eunice L. Early*  
Notary Public for Oregon.  
My Commission expires 1-1-82