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THIS INDENTURE WITNESSETH: That I. F. RODGERS & SONS, a partnership

of the County of Klamath, State of Oregon, for and in consideration of the sum of SEVENTEEN THOUSAND SIX HUNDRED and no hundreds - - Dollars (\$17,600.00), to it 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 HENRY BYERS

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

The NW $\frac{1}{4}$ of Section 16, Township 40 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

RESERVING THEREFROM, a right of way for ingress, egress, road and utility purposes over that existing road that runs through the Northwest quarter of the Northwest quarter.

TOGETHER WITH, a right of way for ingress, egress, road and utility purposes beginning at the North extension of Dodds Hollow Road and over the West 60 feet of NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 29; over the West 60 feet of the E $\frac{1}{2}$ E $\frac{1}{2}$ of Section 20; over the West 60 feet of the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 17 to the intersection of an existing road. ALSO TOGETHER WITH, a right of way for ingress, egress, road and utility purposes over that existing road that runs Northerly and Northeasterly through the East half of the Southeast quarter and the Northeast quarter of Section 17 and the Northwest quarter of Section 16, Township 40 South, Range 11 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 HENRY BYERS

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of SEVENTEEN THOUSAND SIX HUNDRED and no hundreds - - - - - Dollars (\$17,600.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$17,600.00 Klamath Falls, Oregon March 19, 1979
I (or if more than one maker) we, jointly and severally, promise to pay to the order of HENRY BYERS

at Mountain Title Co., 407 Main, Klamath Falls
SEVENTEEN THOUSAND SIX HUNDRED and no hundreds - - - - - DOLLARS,
with interest thereon at the rate of 8.0 percent per annum from March 15, 1979 until paid, payable in annual installments of not less than \$2,160.00 in any one payment; interest shall be paid annually and the minimum payments above required; the first payment to be made on the 15th day of March 1980, and a like payment on the March 15th day of each year 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.

I, F. RODGERS & SONS, a partnership

By: *[Signature]*
By: *[Signature]*

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 HENRY BYERS

and his 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 I. F. RODGERS & SONS, a partnership

heirs or assigns.

Witness our hands this 19th 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 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.

I. F. RODGERS & SONS

I. F. Rodgers
Lorraine G. Rodgers

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 19th day of March, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named I. F. Rodgers, a partner, and Lorraine G. Rodgers, a partner known to me to be the identical individual(s) 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.

John B. Pitzer
Notary Public for Oregon.

My Commission expires 8-23-81

MORTGAGE

(FORM No. 7)

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

I. F. RODGERS & SONS

TO

BYERS

AFTER RECORDING RETURN TO
Mountain Title Co.
407 Main Street
Klamath Falls, Oregon

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

County of Klamath

ss.

I certify that the within instrument was received for record on the 20th day of March, 1979, at 9:43 o'clock AM., and recorded in book M79 on page 6249 or as file/reel number 64282, Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne

Title

By Bernice H. Hetch Deputy.