

TC

66815

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THIS INDENTURE WITNESSETH: That ROGER CHRYSLER, Trustee

of the County of Klamath, State of Oregon, for and in consideration of the sum of
 Ten and No/100ths Dollars (\$ 10.00), to him
 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 KENNETH K. MAGEE,

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

Lot 4, Block 13 of Original Town of Linkville, now
 City of Klamath Falls, 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 KENNETH K. MAGEE,

his heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of
 Two Thousand Five Hundred Eight & 21/100ths Dollars
 (\$ 2,508.21) in accordance with the terms of that certain promissory note of which the
 following is a substantial copy:

\$ 2,508.21 Klamath Falls, Or., April 30, 1979
 Thirty (30) days after demand ~~at the date~~ I (or if more than one maker) we jointly and
 severally promise to pay to the order of KENNETH K. MAGEE
 at Klamath Falls, Oregon
 Two Thousand Five Hundred Eight and 21/100ths (\$2,508.21) DOLLARS,
 with interest thereon at the rate of 8 % per annum from April 30, 1979 until paid; interest to be paid
 upon maturity and if not so paid, all principal and interest, at the option of the holder of this note, to become imme-
 diately due and collectible. Any part hereof may be paid at any time. 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; 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.
 /s/ ROGER CHRYSLER, Trustee

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 KENNETH K. MAGEE,

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 Mortgagor

his heirs or assigns.

SUBJECT to a prior Mortgage dated March 18, 1971 wherein Henry L. Bauer, as Trustee, was Mortgagor and First Federal Savings & Loan Association of Klamath Falls was Mortgagee, which Mortgage was recorded in the office of the County Clerk in Volum M-71 page 2331.

Witness my hand this 7th day of May

*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.

1979
Roger Chrysler, Trustee

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 7th day of May, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ROGER CHRYSLER, Trustee

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.

Notary Public for Oregon,
My Commission expires

MORTGAGE

(FORM No. 7)

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

TO

AFTER RECORDING RETURN TO

Roger Chrysler
803 Main
X 40

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 7th day of May, 1979, at 5:00 o'clock P.M., and recorded in book 1179 on page 10395 or as file/reel number 66815, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Ma. D. Hillne Title

By: Deborah Heflich Deputy.

Fee \$6.00