

68833

FORM No. 7—MORTGAGE—Short Form.

Vol. 1779 Page 13744

TC

TA38-19012-m

THIS INDENTURE WITNESSETH: That CAMERON F. WOGAN,

of the County of Klamath, State of Oregon, for and in consideration of the sum of
Four Thousand Sixty and 74/100ths Dollars (\$ 4,060.74), to him
in hand paid, the receipt whereof is hereby acknowledged, he S granted, bargained, sold and conveyed, and
by these presents do ES grant bargain, sell and convey unto KERN H. HEINRICI,

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

Lot 2 and 3, Block 62, BUENA VISTA ADDITION
TO THE CITY OF KLAMATH FALLS, in the County
of Klamath, State of 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 KERN H. HEINRICI,

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of
Four Thousand Sixty and 74/100ths Dollars (\$ 4,060.74) in accordance with the terms of that certain promissory note of which the
following is a substantial copy:

Said Promissory Note is attached hereto, marked as "Exhibit A"
and by reference made a part hereof.

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled prin-
cipal payment becomes due, to-wit:

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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 KERN H. HEINRICI,

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 CAMERON F. WOGAN,

his heirs or assigns.

Witness my hand this 8th day of June

*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
Cameron F. Wogan

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 8th day of June, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named CAMERON F. WOGAN

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.

Busan C. Patke
Notary Public for Oregon.
My Commission expires 11/2/82

MORTGAGE

(FORM No. 7)

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

TO

AFTER RECORDING RETURN TO

TA-Branch

SPACE RESERVED
FOR
RECORDER'S USE

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

Deputy.

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PROMISSORY NOTE

\$4,060.74

Klamath Falls, Oregon

June 8, 1979

I, promise to pay to the order of KERN H. HEINRICI, at South Valley State Bank, Klamath Falls, Oregon, Four Thousand Sixty and 74/100ths (\$4,060.74) DOLLARS, with interest thereon at 10 percent per annum from June 10, 1979 until paid; payable in monthly installments of not less than \$75.00 per month; interest shall be paid monthly and is included in the minimum payments above required; the first payment to be made on the 10th day of July, 1979 and a like payment on the 10th day of each month thereafter. The entire balance, both principal and interest to be paid in full on or before the 10th day of June, 1982. 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 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.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Recorded for record at request of Transamerica Title Co.
 this 11th day of June A. D. 1979 at 11 o'clock P. M., and
 duly recorded in Vol. 443, of Clatsop on Page 1134

Wm D. MILNE, County Clerk
 By Jaqueline J. Metten

See "EXHIBIT A"