

TC

68993

Vol. 79 Page 14025

ROBERT GARY DERRY

THIS INDENTURE WITNESSETH: That

of the County of Klamath, State of Oregon, for and in consideration of the sum of FORTY THOUSAND and NO/100 Dollars (\$40,000.00), 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 RONALD M. HAWKINS and JOAN HAWKINS

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

The SW 1/4 SE 1/4 of Section 33, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon

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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 RONALD M. HAWKINS and JOAN HAWKINS

heirs and assigns forever. THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of FORTY THOUSAND and NO/100 (\$40,000.00) Dollars (\$ 40,000.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 40,000.00 after September 1, 1979 Klamath Falls, Oregon, June 13th, 1979 ON DEMAND, I RONALD M. HAWKINS and JOAN HAWKINS jointly and severally, promise to pay to the order of RONALD M. HAWKINS and JOAN HAWKINS at Klamath Falls, Oregon

FORTY THOUSAND and NO/100 (\$40,000.00) DOLLARS, All or any portion of the principal 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 the 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.

Robert Gary Derry ROBERT GARY DERRY

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: September 1, 1979

ck 6/3/79

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 THE PURCHASE OF REAL PROPERTY OR FOR BUSINESS OR OTHER INVESTMENT 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 RONALD M. HAWKINS and JOAN HAWKINS

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 RONALD M. HAWKINS and JOAN HAWKINS heirs or assigns.

Witness my hand this 13th day of June, 1979.

Robert Gary Derry
ROBERT GARY DERRY

*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.

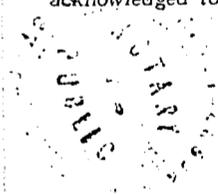
STATE OF OREGON, }
County of Klamath } ss.

BE IT REMEMBERED, That on this 13th day of June, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ROBERT GARY DERRY

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

Blair M. Henderson
Notary Public for Oregon.
My Commission expires 3-15-82



MORTGAGE

(FORM No. 7)

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

TO

SPACE RESERVED FOR RECORDER'S USE

AFTER RECORDING RETURN TO

Blair M. Henderson
426 Main St.
Klamath Falls, OR 97601

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 13th day of June, 1979, at 9:15 o'clock A.M., and recorded in book 170 on page 1400 or as file/reel number 1000, Record of Mortgages of said County. Witness my hand and seal of County affixed.

H. D. Milne Title
By Bernice Shetler Deputy.