

71504

HOME REMODELING LOAN

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INSTALMENT NOTE &amp; MORTGAGE

## First Federal Savings &amp; Loan Association

Klamath Falls, Oregon

Loan No. 32-00104

For value received, the undersigned promise to pay to the order of First Federal Savings & Loan Association of Klamath Falls, Klamath Falls, Oregon the amount stipulated herein as TIME BALANCE in equal monthly instalments shown herein as MONTHLY PAYMENT beginning on the date set forth herein as FIRST PAYMENT DUE and on the same day of each month thereafter, together with interest from maturity at \_\_\_\_\_ percent per annum. Should any instalment due hereunder become more than fifteen days past due, the undersigned shall pay to the holder thereof a late charge of five cents for each one dollar of such past due instalment. Should any instalment due hereunder become more than fifteen days past due, the holder hereof may declare any balance then owing due and payable. If suit or action be brought on this note, the undersigned agree to pay such costs and attorney's fees as the trial court may adjudge reasonable, and on appeal, if any, similar fees in the appellate court to be fixed by that court, and

Cash Sale Price . . . . . \$ \_\_\_\_\_  
 Down Payment . . . . . \$ \_\_\_\_\_  
 Principal Balance . . . . . \$ 3,000.00  
 Service Charge . . . . . \$ 587.76  
 Time Balance . . . . . \$ 3,587.76  
 Number of Payments . . . . . 36  
 Monthly Payments . . . . . \$ 99.66  
 First Payment Due September 10, 1979

to secure the payment of this note, the undersigned hereby mortgage to the First Federal Savings & Loan Association of Klamath Falls, Klamath Falls, Oregon, the real property situated at:

Star Route Box 185 Chiloquin Klamath Oregon  
 Street City County State

and more specifically described as:

Lot #5, Block 4, Tract No. 1019, Winema Peninsula-Unit #2.

Klam 1st Fed.  
 540 Main

Provided, that if undersigned shall pay the time balance hereinabove, time being of the essence, then this mortgage shall be void, otherwise it shall remain in full force and effect. Upon default in any payment as set forth in the note above, the mortgage may be foreclosed and the undersigned shall pay all costs, expenses and attorney's fees as the court may adjudge reasonable. The undersigned mortgagors hereby waive and release said property from any claim of homestead exemption which they may have.

I HAVE RECEIVED A COPY OF THIS DOCUMENT

David L. Say  
 BUYER (Mortgagor-Obligor) David L. Say

State of Oregon } ss. Date 7-27-79  
 County of Klamath }

Personally appeared the above named

DAVID L. SAY and GRETTA H. SAY

and acknow-

ledged the foregoing instrument to be their  
 act and deed. Before me:

Susan K. Karach  
 Notary Public for Oregon

My Commission Expires 12-6-81

I HAVE RECEIVED A COPY OF THIS DOCUMENT

Gretta H. Say  
 BUYER (Mortgagor-Obligor) Gretta H. Say

STATE OF OREGON } ss.  
 County of Klamath }

I certify that the within instrument was received for record on the 30th day of JULY, 1979, at 1:34 o'clock P.M., and recorded in book M 79 on page 18049 Record of Mortgages of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE  
 County Clerk-Recorder

By Bernetha Heloch Deputy  
 fee \$ 3.00