

TC

73131

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THIS INDENTURE WITNESSETH: That

JOHN T. USSERY

of the County of KLAMATH, State of OREGON, for and in consideration of the sum of Twenty Five Thousand Dollars (\$25,000.00), to
 in hand paid, the receipt whereof is hereby acknowledged, he granted, bargained, sold and conveyed and
 by these presents do grant bargain, sell and convey unto AMWEST SURETY CO.
10960 WILSHIRE BLVD. #2200 LOS ANGELES, CA.

of the County of LOS ANGELES, State of CALIFORNIA, the following described premises situated in KLAMATH County, State of OREGON, to-wit:

1/2 SEC 32 in TOWNSHIP 36 SOUTH,
 RANGE 12 EAST OF THE WILLAMETTE MERIDIAN AND
 GOVERNMENT LOTS 1 AND 2 AND THE 1/2 NE 1/4
 SECTION 5 IN TOWNSHIP 37 SOUTH, RANGE 12
 EAST OF THE WILLAMETTE MERIDIAN.

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 AMWEST SURETY
INSURANCE CO.

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Twenty Five Thousand Dollars
(\$25,000.00) in accordance with the terms of THAT certain promissory note of which the
 following is a substantial copy:

\$25,000.00 KLAMATH FALLS, OREGON 8/23, 1979
 ON DEMAND, I (or if more than one maker) we, jointly and severally, promise to pay to the order of
AMWEST SURETY Insurance Company at LOS ANGELES California
Twenty Five Thousand DOLLARS,
 with interest thereon at the rate of 0 percent per annum from 0 until paid; interest to be paid
 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.

John USSERY

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: ON DEMAND

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

Company 10960 Wilshire Blvd. #2200 Los Angeles, Ca.
 and *their* 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 *Mortgagee* heirs or assigns.

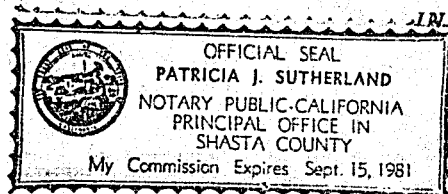
Witness _____ hand this *23* day of *August*, 19 *79*.

*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.

John Elsey
 STATE OF OREGON, *California* } ss.
 County of *Shasta*

BE IT REMEMBERED, That on this *23* day of *August*, 19 *79*, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named *John Elsey*

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.

Patricia J. Sutherland
 Notary Public for Oregon, *California*
 My Commission expires *Sept 15, 1981*

MORTGAGE

(FORM No. 7)

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

TO

AFTER RECORDING RETURN TO

God Father Bail Bonds
 1450 COURT STREET
 REDDING, CALIFORNIA 96001

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 *29* day of *August*, 19 *79*, at *1:58* o'clock *P.* M., and recorded in book *M79* on page *20597* or as file/reel number *73131*, Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne

Title

By *Benjamin H. H. H.* Deputy.

Fee \$7.00