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74331

Vol. 779 Page 22504

THIS INDENTURE WITNESSETH: That ERIC C. LEWIS and BEVERLY A. LEWIS, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of TEN THOUSAND AND NO/100 Dollars (\$10,000.00), to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant bargain, sell and convey unto ORE-CAL GENERAL WHOLESALE, INC., an Oregon corporation,

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

PARCEL 1: Beginning at an iron axle which lies S. 89°51' W. 30 feet and S. 1°14' E. 42.05 feet from the quarter corner common to Sections 2 and 3, Township 39 S., R. 9 E.W.M., and which iron axle is in the southerly right line thereof, and 30 feet West of the section line common to Sections 2 and 3, Township 39 S., R. 9 E.W.M.; thence S. 89°14' W. along the southerly right of way line of said Highway, running parallel to and 40 feet distant from the center line of said Highway 150 feet to the point of beginning; thence continuing S. 89°14' W. 100 feet; thence S. 1°14' E. 150 feet; thence N. 89°14' E. 100 feet; thence N. 1°14' W. 150 feet to the point of beginning, being a parcel of land situated in the NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 3, Township 39 S., R. 9 E.W.M., less portion thereof conveyed to State Highway Commission for road purposes by Deed recorded in Volume 190, Page 295, records of Klamath County, Oregon.

PARCEL 2: A parcel of land lying in the NE $\frac{1}{4}$ SE $\frac{1}{4}$, Section 3, Township 39 S., R. 9 E.W.M., more particularly described as follows: Beginning at a point corner common to Sections 2 and 3, Township 39 S., R. 9 E.W.M., said point also being 53 feet South of (when measured at right angles to) the relocated center line of the Klamath Falls-Malin Highway; thence continuing S. 89°14' W. 25.0 feet; thence S. 0°30'30" E. 137 feet; N. 89°58'30" E. 25.0 feet; thence N. 0°30'30" W. 137 feet to the point of beginning, containing 3425 square feet, more or less, SAVINGS AND EXCEPTING from said parcel the westerly 7 longitudinal feet thereof.

SUBJECT TO: Deed of Trust given to Security Savings and Loan Association under date of July 14, 1977.

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 Ore-Cal General Wholesale, Inc., its successors

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of TEN THOUSAND AND NO/100 Dollars (\$10,000.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

and assigns forever.

\$10,000.00
SIX MONTHS after date, I (or if more than one maker) we jointly and severally promise to pay to the order of ORE-CAL GENERAL WHOLESALE, INC., an Oregon corporation, TEN THOUSAND AND NO/100 Dollars, at Klamath Falls, Oregon, with interest thereon at the rate of 10% per annum from date hereof until paid; interest to be paid at maturity and if not so paid, all principal and interest, at the option of the holder of this note, to become immediately 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 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.

ERIC C. LEWIS

BEVERLY A. LEWIS

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 Section No. 1305 of the Oregon Revised Statutes)~~
(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 mortgagee

and its 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 mortgagors, their heirs or assigns.

THIS CONVEYANCE is intended as a mortgage to secure the balance of the sum of \$10,000.00 (Ten Thousand and 00/100 Dollars) to wit: \$10,000.00 in accordance with the terms of the Note dated August 22, 1979, made by the undersigned and payable to the order of the undersigned.

Witness our hands this 22nd day of August, 1979.

*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.

+ Eric C. Lewis
+ Beverly A. Lewis

NOTARY PUBLIC FOR THE STATE OF OREGON
JENNIE LUSTON

STATE OF OREGON, }
County of Klamath, } ss. I, JENNIE LUSTON, Notary Public for Oregon, do hereby certify that on this 22nd day of August, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ERIC C. LEWIS and BEVERLY A. LEWIS, husband and wife, known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they 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.

Jennie Luston
Notary Public for Oregon
My Commission expires 8/14/82

MORTGAGE

(FORM No. 7)

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

TO

AFTER RECORDING RETURN TO

ORE. CAL. GEN.

WIRETAP, INC.

P.O. BOX 664

Klamath Falls, Ore. 97601

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 21st day of September, 1979, at 10:09 o'clock A.M., and recorded in book M79 on page 22504 or as file/reel number 74321. Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne

Title

By Bernette H. Hots D Deputy.