

TC

74625

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THIS INDENTURE WITNESSETH: That JOHN USSERY

of the County of Klamath State of Oregon, for and in consideration of the sum of Seven Thousand One Hundred Forty & No/100ths Dollars (\$7,140.00), to him in hand paid, the receipt whereof is hereby acknowledged, he granted, bargained, sold and conveyed, and by these presents do es, grant bargain, sell and convey unto WILLIAM P. BRANDSNESS, A PROFESSIONAL CORPORATION,

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

E $\frac{1}{2}$ SE $\frac{1}{4}$; W $\frac{1}{2}$ SE $\frac{1}{4}$; SW $\frac{1}{4}$ all in Section 32, Township 36 South, Range 12 E.W.M.
Lots 1 and 2 and S $\frac{1}{2}$ NE $\frac{1}{4}$ in Section 5, Township 37 South, Range 12 E.W.M., all in Klamath County, 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 WILLIAM P. BRANDSNESS A PROFESSIONAL CORPORATION,

its heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Seven Thousand One Hundred Forty and NO/100ths Dollars (\$7,140.00) in accordance with the terms of certain demand note of which the following is a substantial copy:

\$7,140.00

Klamath Falls, Or Sept. 26, 1979

UPON DEMAND

after date, I (or if more than one maker) we jointly and severally promise to pay to the order of William P. Brandsness, A Professional Corporation at Klamath Falls, Oregon Seven Thousand One Hundred Forty and no/100ths (\$7,140.00) DOLLARS.

with interest thereon at the rate of 12 $\frac{1}{2}$ % per annum from September 25, 1979 until paid; interest to be paid upon 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 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

By: /s/ WILLIAM P. BRANDSNESS
His Attorney-in-Fact

79 SEP 23 AM 9 54

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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 WILLIAM P. BRANDSNESS, A PROFESSIONAL CORPORATION,

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 JOHN USSERY his heirs or assigns.

Witness my hand this 26th day of September, 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.

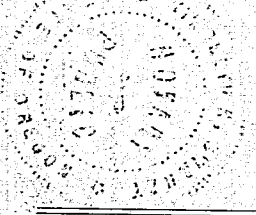
JOHN USSERY
By *[Signature]*
His Attorney-in-Fact

STATE OF OREGON,
County of Klamath } ss.

BE IT REMEMBERED, That on this 26th day of September, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named WILLIAM P. BRANDSNESS, attorney in fact for JOHN USSERY, and that he executed the foregoing instrument on behalf of said principal; 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 on behalf of said principal.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

[Signature]
Notary Public for Oregon.
My Commission expires 9/16/81



MORTGAGE

(FORM No. 7)

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

JOHN USSERY

TO

WILLIAM P. BRANDSNESS,
A Professional Corp.

AFTER RECORDING RETURN TO

William P. Brandsness
411 Pine Street
Klamath Falls, Or. 97601

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 28th day of September, 1979, at 9:54 o'clock A.M., and recorded in book M79 on page 22982 or as file/reel number 74626.

Record of Mortgages of said County.
Witness my hand and seal of County affixed.

Wm. D. Milne Title

By *[Signature]* Deputy.

Fee \$7.00