

m-19386-5

TC

75229

Vol. 79 Page 23320

THIS INDENTURE WITNESSETH: That WILLIAM MOORE and LILLIE MOORE, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of Ten Thousand and No/100ths 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 TOM NONELLA

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

A portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 7, Township 37 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows: Beginning at the brass cap monument marking the West quarter corner of said Section 7; thence South 00°41'19" West along the West section line of said Section 7, 658.21 feet to a 5/8" iron pin; thence North 89°37'04" East 1354.26 feet to a point; thence North 00°04'44" West 658.35 feet to a 5/8" iron pin; thence West 1345.45 feet to the point of beginning, with bearings based on Survey #2401

WITNESSETH that the above described premises were lawfully conveyed to the said TOM NONELLA by the said WILLIAM MOORE and LILLIE MOORE, husband and wife, before me, the undersigned a Notary Public in and for said County and State, personally appearing the said WILLIAM MOORE and LILLIE MOORE, husband and wife, on the 18th day of September, 1938.

County of Klamath
State of Oregon

Notary Public in and for the State of Oregon

Witness my hand and seal this 18th day of September, 1938.

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 TOM NONELLA

his heirs and assigns forever.

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

SAID NOTE IS ATTACHED HERETO AND MADE A PART HEREOF

WITNESSETH that the above described premises were lawfully conveyed to the said TOM NONELLA by the said WILLIAM MOORE and LILLIE MOORE, husband and wife, before me, the undersigned a Notary Public in and for said County and State, personally appearing the said WILLIAM MOORE and LILLIE MOORE, husband and wife, on the 18th day of September, 1938.

Witness my hand and seal this 18th day of September, 1938.

Notary Public in and for the State of 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 TOM NONELLA

his heirs and assigns forever.

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

SAID NOTE IS ATTACHED HERETO AND MADE A PART HEREOF

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 TOM NONELLA,

and his 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 WILLIAM MOORE and LILLIE MOORE, husband and wife, their heirs or assigns.

2ND MORTGAGE IS ATTACHED HEREIN AND MADE A PART HEREOF

following is a summary of the

(2 TO 000.00) in accordance with the terms of the mortgage to secure the payment of the sum of \$100,000.00. THIS CONVEYANCE is intended as a mortgage to secure the payment of the sum of \$100,000.00.

To have and to hold the same with the appurtenances unto the said TOM NONELLA, together with the heirs, assigns, personal representatives and assigns of the said TOM NONELLA.

Witness our hand S this 18th 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.

William J. Moore
Lillie D. Moore

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 18th day of September, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named WILLIAM MOORE and LILLIE MOORE, husband and wife,

known to me to be the identical individual S 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.

Marlene D. Haddington
Notary Public for Oregon
My Commission expires March 22, 1981

MORTGAGE

(FORM No. 7)

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

TO

TO

AFTER RECORDING, RETURN TO
TA-Branch Marlene

125:0

STATE OF OREGON

County of

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

Title
By Deputy

23922

PROMISSORY NOTE

\$10,000.00

Klamath Falls, Oregon

September 18, 1979

We, jointly and severally, agree to pay to the order of TOM NONELLA, at Klamath First Federal Savings & Loan Association, Klamath Falls, Oregon, Ten Thousand and NO/100ths (\$10,000.00) DOLLARS, with interest thereon at the rate of 9½ percent per annum from October 1, 1979, until paid; payable in monthly installments of not less than \$129.40 per month, interest shall be paid monthly and is included in the minimum monthly payments above required; the first payment to be made on the 1st day of November, 1979, and a like payment on the 1st day of each month thereafter. The entire sum, both principal and interest, to be paid on or before the 1st day of October, 1989.

If any of said installments is not so paid, all principal and interest to become immediately due and collectible at the option of the holder of this note. If this note is placed in the hands of an attorney for collection, we promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; however, 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.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co
 this 10th day of October A. D. 1979 at 10:55 clock AM., an
 duly recorded in Vol. M79, of Mortgages on Page 23920

Wm D. MILNE, County Cl.
 By Donna J. Hellock

Fee \$10.50