

M-18977-2

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Vol. 79 Page 23325

THIS INDENTURE WITNESSETH: That GEORGE R. PULLMAN and SHIRLEY M. PULLMAN, husband and wife,

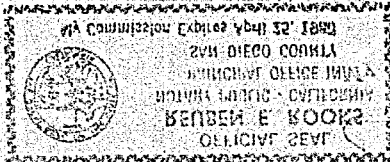
of the County of _____, State of California, for and in consideration of the sum of Twenty Eight Thousand Five Hundred & No/100 Dollars (\$28,500.00), to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant bargain, sell and convey unto TOM NONELLA and DONALD V. NONELLA,

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

SAID DESCRIPTION IS ATTACHED HERETO, MARKED AS "EXHIBIT A"

MOBLEVE

STATE OF OREGON

Commission Expires April 22, 1980
BENJAMIN E. HOOKS
NOTARY PUBLIC - OREGON

I, the undersigned, a Notary Public in and for said County and State, personally appeared the said GEORGE R. PULLMAN and SHIRLEY M. PULLMAN, husband and wife, known to me to be the identical individuals described in and who executed the within instrument and

BE IT REMEMBERED that on this 22nd day of September, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the said

COUNTY OF Klamath
STATE OF OREGON
CERTIFICATENOTARY PUBLIC - OREGON
I, the undersigned, a Notary Public in and for said County and State, personally appeared the said GEORGE R. PULLMAN and SHIRLEY M. PULLMAN, husband and wife, known to me to be the identical individuals described in and who executed the within instrument and

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 and DONALD V. NONELLA,

their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Twenty Eight Thousand Five Hundred and No/100ths Dollars (\$28,500.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$28,500.00 Klamath Falls, Oregon, September 21, 1979
I (or if more than one maker) we, jointly and severally, promise to pay to the order of TOM NONELLA and DONALD V. NONELLA

at Klamath First Federal Savings & Loan Assn. Twenty Eight Thousand Five Hundred and No/100ths (\$28,500.00) DOLLARS, with interest thereon at the rate of 9 1/2 percent per annum from October 1, 1979 until paid, payable in monthly installments of not less than \$285.00 in any one payment; interest shall be paid monthly and

* is included in the minimum 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 month thereafter, until the whole sum, principal and interest has been paid; 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, 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; 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.

The makers of this note shall have the right to prepay all or any part hereof without penalty of interest.

/s/ GEORGE R. PULLMAN

/s/ SHIRLEY M. PULLMAN

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 DONALD V.

NONELLA

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 GEORGE R. PULLMAN and SHIRLEY M. PULLMAN,

their heirs or assigns.

Following is a stipulation:

(38' 200' 00') in accordance with the terms of the certain promissory note of which the instrument being referenced is a mortgage to secure the payment of the sum of

W. MONETTY

to have and to pay the same with the appurtenances, into the said W. MONETTY and to

Witness OUR hand S. this 25th day of Sept., 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.

Shirley M. Pullman

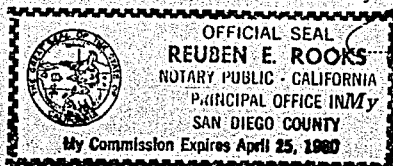
CALIFORNIA
STATE OF OREGON,

County of SAN DIEGO } ss.

BE IT REMEMBERED, That on this 25th day of SEPTEMBER, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named GEORGE R. PULLMAN and SHIRLEY M. PULLMAN, 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.



Reuben E. Rooks
Notary Public for Oregon, California
Commission expires 4/25/80

MORTGAGE

(FORM No. 7)

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

TO

TO

AFTER RECORDING RETURN TO

TA Branch

Marilyne

STATE OF OREGON

County of CLATSOP

I certify that the within instrument was received for record on the 25th day of SEPTEMBER, 19 79, at 4 o'clock P.M., and recorded

in book 41257 on page 50 or as

file/reel number Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Title

By George R. Pullman and Shirley M. Pullman Deputy

PARCEL 1: A parcel of land situated in the E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 7, Township 37 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows: Beginning at the SECTION corner common to Sections 1 and 12, Township 37 South, Range 14 East of the Willamette Meridian, and Sections 6 and 7, Township 37 South, Range 15 East of the Willamette Meridian; thence South 00°39'20" West a distance of 658.03 feet to a 1/2 inch iron pin; thence North 89°38'38" East a distance of 1319.57 feet to a 1/2 inch iron pin; thence North 00°05'43" West a distance of 247.60 feet to a 1/2 inch iron pin on the Southerly right of way line of State Highway No. 140 and the true point of beginning of this description; thence South 00°05'43" East a distance of 1563 feet, more or less; thence North 89°37'09" East a distance of 649 feet to a 1/2 inch iron pin; thence North 1179 feet, more or less, to a 1/2 inch iron pin on the Southerly right of way line of State Highway No. 140; thence Northwesterly along the Southerly right of way line of said State Highway No. 140 to the true point of beginning.

PARCEL 2: A parcel of land situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ and SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 7, Township 37 South, Range 15 East of the Willamette Meridian, more particularly described as follows: Beginning at the West corner of said Section 7; thence North along the West section line of said Section 7 a distance of 658 feet to a point; thence North 89°37'09" East a distance of 1337 feet to the true point of beginning for this description; thence continuing North 89°37'09" East 1320 feet, more or less, to a 1/2 inch iron pin; thence South 00°10'42.5" East a distance of 1315 feet, more or less to a 5/8 inch iron pin; thence South 89°37'04" West a distance of 1322 feet, more or less; thence North 00°05'43" West a distance of 1315 feet more or less to the true point of beginning.

TOGETHER WITH easements pertaining to the land.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica TitleCo.

this 10th day of October A. D. 1979 at 10:05⁵⁵ clock^A M., an

uly recorded in Vol. M79, of Mortgages on Page 23925

Wm D. MILNE, County Clr

By Bernetha Helboch

Fee \$10.50