

TC

77004

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THIS INDENTURE WITNESSETH: That ROD E. TRAVIS

of the County of Klamath State of Oregon, for and in consideration of the sum of THIRTY-FIVE THOUSAND AND NO/100 Dollars (\$35,000.00), to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant bargain, sell and convey unto ORVAL K. MUSGROVE and FERN M. MUSGROVE, husband and wife,

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

Lot 19, Block 3, Tract 1087, FIRST ADDITION TO BANYON PARK.
 SUBJECT TO: (1) 1979-80 real property taxes which are now a lien but not yet due and payable. (2) Liens and assessments of the City of Klamath Falls for monthly water and/or sewer service. (3) Rules, regulations and assessments of South Suburban Sanitary District. (4) Reservations and restrictions contained on the plat and shown in the dedication of Tract 1008, Banyon Park. (5) Declaration of conditions and restrictions for Banyon Park Subdivision recorded December 30, 1970, in Volume M-70, Page 11421, Microfilm records of Klamath County, Oregon.

MADEMANNA MHEKOF I WAS PRESENTED TO THE COURT AND

executed the said deed, and acknowledged the same before me, the undersigned, a Notary Public in and for the State of Oregon, on this 11th day of September, 1979.

ROD E. TRAVIS
 BE IT REMEMBERED that on this 11th day of September, 1979, at Klamath Falls, Oregon, the within and foregoing instrument was acknowledged by the said ROD E. TRAVIS, a Notary Public in and for the State of Oregon.

OSCAR M. KRAMER

CLERK OF COURT

NOTARY PUBLIC
 My commission expires on 12/31/80

NOTARY PUBLIC

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 Orval K. Musgrove and Fern M. Musgrove, husband and wife,

their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of THIRTY-FIVE THOUSAND AND NO/100 Dollars (\$35,000.00) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

\$35,000.00

Klamath Falls, Oregon

September 11th, 1979

On or before January 1, 1982, after date, I promise to pay to the order of ORVAL K. MUSGROVE and FERN M. MUSGROVE, husband and wife, or their survivor, at Klamath Falls, Oregon, THIRTY-FIVE THOUSAND AND NO/100 DOLLARS, with interest thereon at the rate of 8% per annum from April 1, 1976, until paid; interest to be paid on January 1, 1980, and on January 1, 1981, and 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, except that this note shall not be pre-paid in whole or in part prior to January 1, 1981. If this note is placed in the hands of an attorney for collection, I promise and agree to pay holders' reasonable attorney 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 fees shall be fixed by the court or courts in which the suit or action, including any appeal therein, is tried, heard or decided.

s/ ROD E. TRAVIS

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: January 1, 1982

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are: not primarily for mortgagor's personal, family, household or agricultural purposes (see U.S. MORTGAGE NO. 1305)
(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 Orval K. Musgrove and Fern M. Musgrove, husband and wife, 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 Rod E. Travis, his heirs or assigns.

Witness my hand this 11th day of September, 1979.
Rod E. Travis

*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.

STATE OF OREGON,
County of Klamath } ss.

BE IT REMEMBERED, That on this 11th day of September, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ROD E. TRAVIS, 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.
Herman J. Smith
Notary Public for Oregon.
My Commission expires 12/13/82

MORTGAGE
(FORM No. 7)

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

TO _____

AFTER RECORDING RETURN TO _____

23002

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 16th day of November, 1979, at 3:20 o'clock P.M., and recorded in book M79 on page 27021 or as file/reel number 77004, Record of Mortgages of said County. Witness my hand and seal of County affixed.
Wm. D. Milne Title
By Bernice A. Hiteck Deputy.