

80648

MORTGAGE

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THIS INDENTURE WITNESSETH: That Michael L. Schooler and Mary R. Schooler, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of Twenty-five Thousand and no/100 Dollars (\$25,000.00), to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents does grant bargain, sell and convey unto Bernard J. Jendrzenjewski and Nora B. Jendrzenjewski, husband and wife, of the County of Klamath, State of Oregon, the following described premises situated in Klamath County, State of Oregon, to wit:

West 1/2, Northwest 1/4 of Section 8, Township
39 South, Range 11 East of the Willamette
Meridian.

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 Bernard J. Jendrzenjewski and Nora B. Jendrzenjewski, husband and wife, their heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Twenty-five Thousand and no/100 Dollars (\$25,000.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

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'80 FEB 13 AM 11 25

\$25,000.00 Klamath Falls, Oregon, July 18, 1979

I (or if more than one maker) we, jointly and severally, promise to pay to the order of Bernard J. and Nora B. Jendrzenjewski

at Klamath Falls, Oregon

Twenty-Five Thousand and no/100----- DOLLARS,

with interest thereon at the rate of 9 3/4 percent per annum from July 18, 1979 until paid, payable in monthly installments of not less than \$264.83 in any one payment; interest shall be paid monthly and

in addition to the minimum payments above required; the first payment to be made on the 18th day of November, 1979, and a like payment on the 18th day of each 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.

* Strike words not applicable.

Michael L. Schooler
Michael L. Schooler

Mary R. Schooler
Mary R. Schooler

This note may be paid in full or in part at anytime without penalty.

FORM No. 217—INSTALLMENT NOTE.

SN Stevens-Ness Law Publishing Co., Portland, Ore.

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: November 18, 1994.

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are: primarily for mortgagor's personal, family, household or 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 Bernard J. Jendrzenjewski and Nora B. Jendrzenjewski, 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 Michael L. Schooler and Mary R. Schooler, husband and wife, or their heirs or assigns.

Witness our hands this 20th day of July, 1979.

Michael L. Schooler
Michael L. Schooler

Mary R. Schooler
Mary R. Schooler

STATE OF OREGON)
) ss.
County of Klamath)

BE IT REMEMBERED, That on this 20th day of July, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Michael L. Schooler and Mary R. Schooler, 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.



[Signature]
Notary Public for Oregon

My Commission Expires: 9-27-82

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Gary Hedlund, Attorney
this 13th day of February A. D. 1980 at 11:25 o'clock ^A M., an-
only recorded in Vol. M80, of Mortgages on Page 2892

Wm D. MILNE, County Clerk

[Signature]

Fee \$14.00

Gary Hedlund
325 Main
N. Falls, Or.