

TC

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THIS INDENTURE WITNESSETH: That James Milton Evans and Trudi D. Evans, husband and wife of the County of Klamath State of Oregon, for and in consideration of the sum of ELEVEN THOUSAND & no/100 Dollars (\$11,000.00), to him 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 Machelle Strop

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

A parcel of land situated in the N1/2S1/2NE1/4SE1/4 of Section 11, T39S, R9EWM, Klamath County, Oregon, more particularly described as follows:

Beginning at the southwest corner of the E1/2SE1/4 (E 1/16 corner) of said Section 11; thence N00°26'00" W (N00°16'W by Deed Volume M74-9088, as recorded in the Klamath County deed records) 1846.3 feet; thence S89°40'10"E (S89°31'E by said deed Volume M74-9088) 150.00 feet to the True Point of Beginning of this description; thence continuing S89°40'10"E 80.00 feet; thence N00°19'50" E 141.54 feet to the northerly line of said N1/2S1/2NE1/4SE1/4; thence N89°41'W, along said line, 81.89 feet; thence S00°26'00"E 141.53 feet to the True Point of Beginning.

TO HAVE AND TO HOLD the above described premises unto the said Machelle Strop, her heirs and assigns forever.

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CORNER OF KIAMATH

STATE OF OREGON

TO HAVE AND TO HOLD the above described premises unto the said Machelle Strop, her heirs and assigns forever.

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 Machelle Strop

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of

ELEVEN THOUSAND & no/100 Dollars (\$11,000.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$11,000.00 Klamath Falls, Oregon Feb. 22, 1980
On or before, one year after date, I (or if more than one maker) we jointly and severally promise to pay to the order of Machelle Strop
at 3943 Hwy. 39, Klamath Falls, Oregon
ELEVEN THOUSAND & no/100 DOLLARS.
with interest thereon at the rate of 13% per annum from date hereof until paid; interest to be paid 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. 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.

James Milton Evans
Trudi D. Evans

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: February 22, 1981

80 FEB 28 AM 11 15

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 Machelle Strop

and her 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 James Milton Evans and Trudi D. Evans heirs or assigns.

Witness our hands this 22nd day of February, 1980

*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.

James Milton Evans
James Milton Evans
Trudi D. Evans
Trudi D. Evans

STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 2nd day of February, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named James Milton Evans and Trudi D. Evans

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that their 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.

Gray B. Rubin
Notary Public for Oregon.
My Commission expires 8-23-81

MORTGAGE

(FORM No. 7)

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

TO

SPACE RESERVED

FOR

RECORDER'S USE

AFTER RECORDING RETURN TO

Frontier Title

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 28th day of February, 1980, at 11:15 o'clock AM, and recorded in book MSO on page 3837 or as file/reel number 81253, Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne

Title

By Bernice J. Litch Deputy.