

TC

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THIS INDENTURE WITNESSETH: That TED L. LINDOW and HERMAN B. LINDOW

of the County of Klamath, State of Oregon, for and in consideration of the sum of FIFTY ONE THOUSAND NINE HUNDRED Dollars (\$ 51,900.00 ), 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 HERMAN A. LINDOW

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

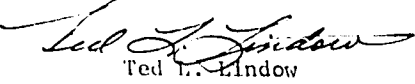

Lot 9, Block 1 of BAILEY TRACTS No. 2,  
According to the plat thereof duly filed  
in Klamath County, Oregon.

APR 29 AM 9 23 '80

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 Herman A. Lindow

his heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Fifty One Thousand Nine Hundred Dollars (\$ 51,900.00 ) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

\$ 51,900.00	Klamath Falls, Oregon	April 28	19 80
I (or if more than one maker) we, jointly and severally, promise to pay to the order of Herman A. Lindow			
at Klamath Falls, Oregon,		DOLLARS,	
FIFTY ONE THOUSAND NINE HUNDRED	with interest thereon at the rate of 11 percent per annum from April 28, 1980	until paid, payable in annual installments of not less than \$ 5,970.00 in any one payment; interest shall be paid annually and is included the minimum payments above required; the first payment to be made on the 1st day of December 1980, and a like payment on the 1st day of December 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 said 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 thereon, is tried, heard or decided.	
* Strike words not applicable			
 Ted L. Lindow		 Herman B. Lindow	

FORM No. 217—INSTALLMENT NOTE.

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: December 1, 2010

The mortgagor warrants that the proceeds of the loan represented by the above described note and this mortgage are:

- (a) ~~for the mortgagor's personal, family, household or agricultural purposes~~
- (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 Herman A. Lindow

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 Ted L. Lindow and Herman B. Lindow their heirs or assigns.

Witness our hands this 28th day of April, 19 80

\*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.

*Ted L. Lindow*  
Ted L. Lindow  
*Herman B. Lindow*  
Herman B. Lindow

STATE OF OREGON,  
County of Klamath } ss.

BE IT REMEMBERED, That on this 28th day of April, 19 80, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Ted L. Lindow and Herman B. Lindow

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.

*Wm. M. Gamong*  
WM. M. GAMONG  
NOTARY PUBLIC — OREGON  
MY COMMISSION EXPIRES 11-2-82

*Wm. M. Gamong*  
Notary Public for Oregon.  
My Commission expires 11-2-82

**MORTGAGE**

(FORM No. 7)

PREPARED BY THE OREGON NOTARY PUBLIC ASSOCIATION

TO

AFTER RECORDING RETURN TO  
Ted L. Lindow  
3710 Madison  
Klamath Falls, Or 97601

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 29th day of April, 19 80, at 9:23 o'clock A.M. and recorded in book M80 on page 7901 or as file/reel number 83731  
Record of Mortgages of said County.  
Witness my hand and seal of County affixed.

*Wm. D. Milne* Title  
*By [Signature] Deputy.*

Fee \$7.00