

TC 85935

THIS INDENTURE WITNESSETH: That Thomas P. Schram and G. Jean Schram, husband and wife, of the County of Klamath, State of Oregon, for and in consideration of the sum of Five Thousand and No/100ths-----Dollars (\$5,000.00), 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 James D. Charles-----

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

Lots 6 and 7 in Block 10 of BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

SUBJECT HOWEVER TO THE FOLLOWING:

1. Covenants, easements and restrictions, imposed by Instrument, including the terms and provisions thereof, recorded September 10, 1956 in Book 12 at page 250 and Modification thereof recorded July 7, 1959 in Book 314 at page 80.
2. Second Mortgage dated May 2, 1980 by Thomas P. Schram, Mortgagor, to D. L. Hoots, Attorney at Law, Mortgagee, recorded May 2, 1980 in Vol. M-80, at page 8172 to which this mortgage is third and junior.

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 James D. Charles

his heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Five Thousand and No/100ths-----Dollars (\$5,000.00) in accordance with the terms of a certain promissory note of which the following is a substantial copy:

\$ 5,000.00 Klamath Falls, Oregon June 9, 1980  
I (or if more than one maker) we, jointly and severally, promise to pay to the order of James D. Charles  
1425 Hill Road - Klamath Falls, Oregon  
Five Thousand and No/100ths-----DOLLARS,  
with interest thereon at the rate of 10% percent per annum from June 9, 1980, until paid, payable in one installment at the dates and in amounts as follows: \$5,000.00 plus interest at the rate of 10% per annum from June 9, 1980,

balloon payments, if any, will not be refinanced; interest shall be paid December 9, 1980, and \* in addition to the payments above required, which shall continue until this \$5,000.00 principal and interest is fully paid, any unpaid 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 the reasonable attorney's fees and collection costs of the holder hereof, and if suit or action is filed hereon, also promise to pay (1) holder's reasonable attorney's fees to be fixed by the trial court and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as the holder's reasonable attorney's fees in the appellate court.

Prepayment without penalty.  
This note is due on or before  
December 9, 1980.

Thomas P. Schram  
G. Jean Schram  
G. Jean Schram

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 10, 1980

80 JUN 23 PM 4 34

cc 700

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 James D. Charles

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 James D. Charles his heirs or assigns.

Witness our hand S this 9th day of June, 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.

Thomas P. Schram  
Thomas P. Schram  
G. Jean Schram  
G. Jean Schram

STATE OF OREGON,  
County of Klamath } ss.

BE IT REMEMBERED, That on this 9th day of June, 19 80, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Thomas P. Schram and G. Jean Schram, husband and wife, known to me to be the identical individual S 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.

Margaret L. Parker  
Notary Public for Oregon.  
My Commission expires 3-19-81

**MORTGAGE**

(FORM No. 7)

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

TO

SPACE RESERVED  
FOR  
RECORDER'S USE

AFTER RECORDING RETURN TO

O. W. GOAKEY  
ATTORNEY AT LAW  
630 Hillside  
Klamath Falls, OR 97601

STATE OF OREGON

County of Klamath } ss.

I certify that the within instrument was received for record on the 23rd day of June, 19 80, at 4:34 o'clock P.M., and recorded in book M80 on page 11514 or as file/reel number 85935.  
Record of Mortgages of said County.  
Witness my hand and seal of County affixed.

Wm. D. Milne Title

By Bernard H. Hetch Deputy.  
Fee \$7.00