

TC

7A38-21816-N

THIS INDENTURE WITNESSETH: That JOHNNIE L. WELLONS, SR. and MURRY O. WESLEY, SR.

of the County of Klamath, State of California, for and in consideration of the sum of Eight Thousand Five Hundred & No/100ths Dollars (\$8,500.00), 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 TOM NONELLA

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

A portion of the NE $\frac{1}{4}$ of Section 7, Township 37 South, Range 15 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows: Beginning at the Southwest corner of the NE $\frac{1}{4}$ of said Section 7; thence North 89° 36' 25" East along the center line of said Section 1494.98 feet to a 5/8" iron pin; thence North 00° 30' 24" East 357.67 feet to a 5/8" iron pin on the Southerly right of way of Oregon Highway #140; thence North 56° 00' 00" West along said right of way line 237.70 feet to a 1/2" iron pin; thence South 34° 00' 00" West 300 feet to a 1/2" iron pin; thence North 56° 00' 00" West a distance 450 feet to a 1/2" iron pin; thence North 34° 00' 00" East 300 feet to a 1/2" iron pin on the Southerly right of way line of Oregon Highway #140; thence North 56° 00' 00" West along said right of way line 642.31 feet to a 1/2" iron pin; thence South 451.66 feet to a 1/2" iron pin; thence South 89° 37' 09" West 397.51 feet to a 1/2" iron pin; thence South along the West line of said NE $\frac{1}{4}$ 657.35 feet to the point of beginning.

BE IT REMEMBERED that on this 3rd day of July 1980

County of Klamath

State of Oregon

Witness my hand and seal of office this 3rd day of July 1980 at Klamath Falls, Oregon.

Notary Public

My Comm.

Exp.

1981

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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 TOM NONELLA

his heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Eight Thousand Five Hundred and NO/100ths (\$8,500.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$ 8,500.00

Klamath Falls, Oregon

July 3

1980

I (or if more than one maker) we, jointly and severally, promise to pay to the order of TOM NONELLA

Ten and no/100ths (\$10.00)

at Klamath Falls, Oregon

with interest thereon at the rate of 10 percent per annum from date of note (7/15/80) until paid, payable in monthly installments of not less than \$ 91.00 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 15th day of August 1980, and a like payment on the 15th day of 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.

/s/ Johnnie L. Wellons, Sr.

/s/ Murry O. Wesley, Sr.

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:

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 TOM NONELLA

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 JOHNNIE L. WELLONS, SR. and MURRY O. WESLEY, SR. their heirs or assigns.

Following is a description of the property:

(28,200.00) in accordance with the terms of

First Mortgage Loan Numbered 13672

THIS CONVEYANCE is intended as a mortgage to secure the balance of the loan to

To have and to hold the same with the appurtenances unto the said JOHNNIE L. WELLONS, SR. and MURRY O. WESLEY, SR. together with the heirs, assigns and representatives of the said

Witness our hands this 3rd day of July, 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.

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 3rd day of July, 19 80, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JOHNNIE L. WELLONS, SR. and MURRY O. WESLEY, SR.

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.

Deputy J. L. Lema

Notary Public for Oregon

My Commission expires 11-21-83

MORTGAGE

(FORM No. 7)

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

TO

SPACE RESERVED

RECORDER'S USE

Transamerica Title Ins. Co.
 3940 South 6th Street
 Klamath Falls, Oregon 97601

STATE OF OREGON

County of Klamath

I certify that the within instrument was received for record on the 22nd day of July, 19 80, at 3:58 o'clock P.M., and recorded in book M80 on page 13671 or as file/reel number 87256

Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne Title

By Bernetha Hetsch Deputy.

Fee \$7.00

8.5522