

TC

90119

TA-1178

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18710



THIS INDENTURE WITNESSETH: That BENJAMIN F. BALME AND LENOR
BALME, HUSBAND AND WIFE

of the County of KLAMATH, State of OREGON, for and in consideration of the sum of
EIGHTY EIGHT THOUSAND FIVE HUNDRED NINETY AND 01/100 Dollars (\$ 88,590.01), to
in hand paid, the receipt whereof is hereby acknowledged, ha granted, bargained, sold and conveyed, and
by these presents do grant bargain, sell and convey unto KLAMATH ORTHOPEDIC CLINIC
EMPLOYEES PROFIT SHARING TRUST #1000194-9

of the County of KLAMATH, State
of OREGON, the following described premises situated in KLAMATH County, State of
to-wit:

SEE ATTACHED DESCRIPTION

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 N/A

heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of EIGHTY
EIGHT THOUSAND FIVE HUNDRED NINETY AND 01/100 Dollars
(\$ 88,590.01) in accordance with the terms of A certain promissory note of which the
following is a substantial copy:

\$ 88,590.01 SEPTEMBER Tenth, 1980

I ~~XXXXXX~~ and ~~XXXXXX~~ We, jointly and severally, promise to pay to the order of KLAMATH
ORTHOPEDIC CLINIC EMPLOYEES PROFIT SHARING TRUST #1000194-9

at

EIGHTY EIGHT THOUSAND FIVE HUNDRED NINETY AND 01/100 DOLLARS,

with interest thereon at the rate of 13.000 percent per annum from OCTOBER 1, 1980 until paid, payable in
MONTHLY installments of not less than \$1,121.55 in any one payment; interest shall be paid MONTHLY and
is included in the minimum payments above required; the first payment to be made on the FIRST day of OCTOBER
1980, and a like payment on the FIRST 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.

Benjamin F. Balme
Lenor Balme

The date of maturity of the debt secured by this mortgage is the date on which the last scheduled prin-
cipal payment becomes due, to-wit: , 19

80 SEP 23 PM 12 08

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

and 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

heirs or assigns.

Witness Then hands this 19th day of September, 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.

Benjamin F. Balme
Lenor Balme

STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 19th day of September, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named BENJAMIN F. BALME AND LENOR BALME, HUSBAND AND WIFE

known to me to be the identical individual 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.

Regina C. Danforth
 Notary Public for Oregon.

My Commission expires 10-14-83

MORTGAGE

(FORM No. 7)

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

TO

AFTER RECORDING RETURN TO

SPACE RESERVED
 FOR
 RECORDER'S USE

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as document/fee/file/instrument/microfilm No. _____, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

NAME

TITLE

By

Deputy

18212

The East 100 feet of the South 107.95 feet of the following described tract, in the County of Klamath, State of Oregon:

A piece or parcel of land situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, being more particularly described as follows:

Beginning at a point on the Easterly boundary of that parcel conveyed at page 5894 of Volume M-69 of the Klamath County Deed Records from which the monument marking the center quarter corner of Section 20, Township 38 South, Range 9 East of the Willamette Meridian, bears South 0° 51' West 657.1 feet distant and the Northeastly corner of said parcel bears North 0° 51' East 182.0 feet distant; thence North 87° 41' 20" West 157.9 feet to a point; thence South 16° 59' 30" West 50.75 feet to a point; thence along a circular curve to the left (which has a radius of 19.5 feet, a central angle of 94° 00' 00" and a long chord which bears South 49° 38' 30" West 28.6 feet) a distance of 32.00 feet to a point; thence South 2° 38' 30" West 74.5 feet to a point; thence along a circular curve to the right (which has a radius of 100.5 feet, a central angle of 22° 01' 40" and a long chord which bears South 13° 39' 20" West 38.40 feet) a distance of 38.45 feet; thence along a circular curve to the left (which has a radius of 74.5 feet, a central angle of 27° 10' 20" and a long chord which bears South 18° 52' 05" West 15.06 feet) a distance of 15.00 feet to the Easterly boundary of Campus Drive as the same is presently located and constructed; thence along said boundary on a circular curve to the right (having a radius of 1004.93 feet, a central angle of 1° 11' 20" and a long chord which bears South 3° 50' 50" West 20.87 feet) a distance of 20.89 feet; thence South 87° 49' East 210.13 feet to a point on the Easterly boundary of said parcel conveyed at page 5894 of Volume M-69 of Klamath County Deed Records; thence North 0° 51' East along the Easterly boundary of said parcel 215.9 feet, more or less to the point of beginning.

Return to
Security Savings
70 Box 6
Klamath Falls, OR
97601

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 23rd day of September A. D. 19 80 at 12:07 o'clock P. M., on

fully recorded in Vol. MSQ, of Mortgages on Page 13210

W. D. MILNE, County Clerk.

By Bernice J. Litch

Fee \$10.50