

TC

92343

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21805

THIS INDENTURE WITNESSETH: That FRANK A. ROMEO and HELEN J. ROMEO, husband and wife,

of the County of _____, State of California, for and in consideration of the sum of Thirty Four Thousand Nine Hundred Fifty 00/100 Dollars (\$34,950.00), 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 MERLE A. HANSCAM and HAZEL I. HANSCAM, husband and wife,

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

S $\frac{1}{2}$ NE $\frac{1}{4}$ and E $\frac{1}{2}$ SE $\frac{1}{4}$ and less the Southerly 53.33 acres in Section 32, township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon

REPLY OR DISMISS

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 MERLE A. HANSCAM and HAZEL I. HANSCAM, husband and wife,

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of Thirty Four Thousand Nine Hundred Fifty and no/100ths (\$34,950.00) in accordance with the terms of that certain promissory note of which the following is a substantial copy:

\$34,950.00 Klamath Falls, Or. October 28, 1980

I (or if more than one maker) we, jointly and severally, promise to pay to the order of Merle A. Hanscam and Hazel I. Hanscam,

at Klamath County Title Company, Thirty Four Thousand Nine Hundred Fifty and No/100ths (\$34,950.00) DOLLARS, with interest thereon at the rate of 10 percent per annum from November 1, 1980 until paid, payable in monthly installments of not less than \$337.27 in any one payment; interest shall be paid monthly and included in 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 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/ FRANK A. ROMEO

/s/ HELEN J. ROMEO

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 MERLE A. HANSCAM and HAZEL I. HANSCAM, husband and wife,

and their 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 FRANK A. ROMEO and HELEN J. ROMEO, husband and wife, their heirs or assigns.

Witness our handS this 28th day of October, 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.

+ Frank Romeo
+ Helen J. Romeo

California
STATE OF ~~OREGON~~,

County of _____ } ss.

BE IT REMEMBERED, That on this _____ day of October, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named FRANK A. ROMEO and HELEN J. ROMEO, husband and wife,

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.



Kitrick E. Whitney
Notary Public for ~~Oregon~~ California
My Commission expires 8-23-82

MORTGAGE

(FORM No. 7)

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

TO

AFTER RECORDING RETURN TO

Wm. D. Brandon
411 Pine
Kills 313

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 10th day of November, 1980, at 2:57 o'clock P.M., and recorded in book M80 on page 21805 or as file/reel number 92343, Record of Mortgages of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne Title
By Bernard A. Helich Deputy.