

TC

93317

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THIS INDENTURE WITNESSETH: That

WILLIAM E. CHILCOTE for ANZA, INC.,
 of the County of Klamath, State of Oregon, for and in consideration of the sum of
 --Two thousand five hundred and no/100-- Dollars (\$2,500.00), to him
 in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and
 by these presents do grant bargain, sell and convey unto
 ED L. HOWELL

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

In Township 37 S, Range 9 EWM, Klamath County, Oregon:

All that portion of the S $\frac{1}{2}$ of SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 20 that lies east of the Old Ford Road;

and the S $\frac{1}{2}$ of SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 21.

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

ED L. HOWELL,

his heirs and assigns forever.

THIS CONVEYANCE is intended as a Mortgage to secure the payment of the sum of
 --Two thousand five hundred and no/100-- Dollars
 (\$2,500.00) in accordance with the terms of a certain promissory note of which the
 following is a substantial copy:

\$ 2,500.00 Klamath Falls, Oregon, April 14, 1980
 ON DEMAND, I (or if more than one maker) we, jointly and severally, promise to pay to the order of
 ED L. HOWELL
 at Klamath Falls, Oregon,
 --Two thousand five hundred and no/100-- DOLLARS,
 with interest thereon at the rate of ten percent per annum from June, 1980, until paid; interest to be paid
 All or any portion of the principal hereof may be paid at any time. If this note is placed in the hands of
 an attorney for collection, I/we promise and agree to pay the 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.
 Payable on or before sixty days from the date of
 this Note or when the subject property is con-
 veyed to any party by Deed or Land Sale Contract
 or any other means, whichever comes first.
 William E. Chilcote
 William E. Chilcote

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: on demand

3-2-80

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

ED L. HOWELL

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

heirs or assigns.

Witness my hand this 14th day of April, 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.

ANZA INC. by Oregon Corporation
 by William E. Chilcote, President

STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 14th day of April, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named WILLIAM E. CHILCOTE known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he 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.

Jo Ann A. Linn
 Notary Public for Oregon.
 My Commission expires 11-26-81

MORTGAGE

(FORM No. 7)

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

WILLIAM E. CHILCOTE

TO

ED L. HOWELL

AFTER RECORDING RETURN TO

Ed L. Howell
 Attorney at Law
 433 Main Street
 Klamath Falls, Oregon
 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 3rd day of December, 1980, at 3:16 o'clock P.M., and recorded in book M80 on page 23482 or as file/reel number 93317, Record of Mortgages of said County. Witness my hand and seal of County affixed.

Wm. D. Milne Title
 By Bernice J. Hetch Deputy.

Fee \$7.00